PICK-UP

Davidson County DEEDDIV
Recvd: 01/09/01 10:59 11pgs
Fees:46.00 Taxes:0.00
20010109-0002736

STATE OF TENNESSEE

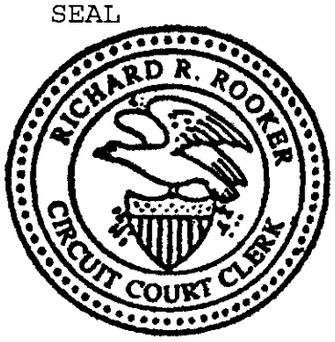
I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the SECOND Circuit Court for Davidson County, Tennessee, on the 21 day of DECEMBER , 2000 , in the Case Number 00D2089 between TOWNSEND, TRACY W. Plaintiff, and TOWNSEND, VICTORIA C Defendant, as same remains of record in Vol. 1588 , Page 291046 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 09 day of JANUARY in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL



FILED

2000 DEC 21 AM 10:03

RICHARD R. ROOKER, CLERK

B Murray D.C.

IN THE SECOND COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

TRACY W. TOWNSEND,

Plaintiff,

vs.

VICTORIA C. TOWNSEND,

Defendant.

Docket No. 00D-2089

FINAL DECREE

The Final Decree, Marital Dissolution Agreement and Permanent Parenting Plan in this cause were submitted to the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Husband. Upon the entire record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Husband, TRACY W. TOWNSEND, is hereby awarded an absolute divorce from the Defendant, VICTORIA C. TOWNSEND, on the grounds of irreconcilable differences, T.C.A. Section 36-801-II, and the parties are hereby restored all of the rights and privileges of unmarried persons. The Counter-Complaint filed in this cause is withdrawn. The parties have attended the seminar "Children Cope with Divorce".

The Court further finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties, and have made adequate and sufficient provision for the custody and maintenance of the minor children of that marriage. Unless specifically ordered by the Court, such support shall not be reduced or prorated.

The Court hereby approves the Marital Dissolution Agreement and Permanent Parenting Plan entered into by the parties, and the same is hereby incorporated in words and figures as follows:

FILED
2000 DEC 18 PM 1:27
RICHARD ROOKER, CLERK

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into on the day and date last acknowledged below by and between VICTORIA C. TOWNSEND, hereinafter referred to as "WIFE"; and TRACY W. TOWNSEND, hereinafter referred to as "HUSBAND";

W I T N E S S E T H:

WHEREAS, the parties were married on October 22, 1983, in Davidson County, Tennessee, and lived together as husband and wife thereafter; and,

WHEREAS, there were three (3) children born of the marriage, whose names and ages are as follows:

Adelene E. Townsend, Age 15 (DOB: 8/29/85)
Dustin W. Townsend, Age 13 (DOB: 8/4/87)
Sarah V. Townsend, Age 10 (DOB: 3/13/90)

WHEREAS, certain serious differences have arisen between the parties hereto, which appear to be irreconcilable and an action for divorce is now pending in the Second Circuit Court for Davidson County, Tennessee, in the case of *Tracy W. Townsend vs. Victoria C. Townsend*, Docket Number 00D-2089; and,

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support, custody and support of the minor children, and all other claims or rights between them which have arisen or might arise out of the marital relation between them, and as a result of any action for divorce; and,

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and all of the estate and property of the other.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

EFFECTIVE DATE OF AGREEMENT

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

RIGHT TO LIVE SEPARATELY

2. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

MEDICAL INSURANCE

3. For so long as HUSBAND is insurable and for so long as HUSBAND is employed at his present job or a similar job, providing group hospitalization and medical benefits, HUSBAND shall maintain and pay for hospitalization and medical insurance covering the parties' minor children, until such time as each child has reached his or her legal age, graduated with his or her regularly scheduled graduating high school class, or otherwise become emancipated. Any medical or health care expenses, including but not limited to dental or eye care treatment, not covered by such insurance, shall be paid one-half (1/2) by HUSBAND and one-half (1/2) by WIFE.

REAL PROPERTY
(2067 Graceland Drive, Goodlettsville, TN 37072)

4. All right, title or interest which HUSBAND may have in and to a house and lot located at 2067 Graceland Drive, Goodlettsville, Tennessee 37072 shall be divested out of HUSBAND and vested in WIFE, to be hers absolutely, subject to the terms, provisions and conditions, as hereinafter set forth, said real property being more specifically and particularly described as follows, to-wit:

> LAND in the 10th Civil District of Davidson County, Tennessee, being Lot No. 103 on the Plan of Grizzard Manor, Section Five, as of record in Book 4675, pages 163 and 164, as amended in Book 4883, page 280, Register's Office for Davidson

County, Tennessee, to which plan reference is hereby made for a more particular description thereof.

BEING the same property conveyed to Tracy W. Townsend and Victoria E. Townsend by deed from Goodlettsville Development Company General Partnership of record in Book 6120, page 756, as corrected in Book 6165, page 110, Register's Office for Davidson County, Tennessee.

The mailing address for the said property is 2067 Graceland Drive, Goodlettsville, TN 37072.

The property description, as hereinabove set forth, is the same as that contained in the previous Deed of record.

The following terms, provisions and conditions shall apply to the said transfer from HUSBAND to WIFE of the property at 2067 Graceland Drive, Goodlettsville, Tennessee 37072:

(a) WIFE will be solely responsible for all upkeep, maintenance, taxes or insurance on the said property, without any contribution by HUSBAND.

(b) WIFE shall be solely responsible for the payment of the first, second and third mortgage on the said property in favor of Union Planters Bank and will indemnify and hold HUSBAND harmless from any cost, expense or judgment relating to any claim, demand or suit concerning the said mortgages, or any one of them, including HUSBAND's reasonable attorney's fees, court costs and other litigation expenses.

(c) WIFE will, within one (1) year after the date of this Agreement, re-finance the existing loans through Union Planters Bank so as to remove HUSBAND's liability from same, obtain a letter from Union Planters Bank indicating that HUSBAND is removed from liability in connection with each of the said mortgages, or sell the real property at 2067 Graceland Drive, Goodlettsville, Tennessee 37072, and to pay each of the said mortgages in full. In such case, the net proceeds from such sale shall be the sole and separate property of WIFE.

REAL PROPERTY
(908 Meadow Lark Lane, Goodlettsville, TN 37072)

5. All right, title or interest which HUSBAND may have in and to a house and lot located at 908 Meadow Lark Lane, Goodlettsville, Tennessee 37072 shall be divested out of HUSBAND and vested in WIFE, to be hers absolutely, subject to the terms, provisions and conditions, as hereinafter set forth, said real property being more specifically and particularly described as follows, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 72 on the Plan of Echo Meadows at Goodlettsville, a plat of which is of record in Book 2331, page 64, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more particular description thereof.

BEING the same property conveyed to Victoria E. Townsend and Tracy W. Townsend by deed of record in Book 10318, page 14, Register's Office for Davidson County, Tennessee.

The mailing address for the said property is 908 Meadow Lark Lane, Goodlettsville, TN 37072.

The property description, as hereinabove set forth, is the same as that contained in the previous Deed of record.

The following terms, provisions and conditions shall apply to the said transfer from HUSBAND to WIFE of the property at 908 Meadow Lark Lane, Goodlettsville, Tennessee 37072:

(a) WIFE will be solely responsible for all upkeep, maintenance, taxes or insurance on the said property, without any contribution by HUSBAND.

(b) WIFE shall be solely responsible for the payment of a first mortgage on the said property in favor of Union Planters Bank and will indemnify and hold HUSBAND harmless from any cost, expense or judgment relating to any claim, demand or suit concerning the said mortgage, including HUSBAND's reasonable attorney's fees, court costs and other litigation expenses.

(c) WIFE will, within one (1) year after the date of this Agreement, re-finance the existing loan through Union Planters Bank so as to remove HUSBAND's liability from same, obtain a letter from Union Planters Bank indicating that HUSBAND is removed from liability in connection with the said mortgage, or sell the real property at 908 Meadow Lark Lane, Goodlettsville, Tennessee 37072, and to pay the said mortgage in full. In such case, the net proceeds from such sale shall be the sole and separate property of WIFE.

BUSINESS
(Miss Vicky's Day Care Center)

6. WIFE owns and operates a business known as Miss Vicky's Day Care Center located at 908 Meadow Lark Lane, Goodlettsville, Tennessee 37072. The business is a proprietorship. All right, title or interest which HUSBAND may have in the said business and business interest shall be divested out of HUSBAND and vested in WIFE, to be hers absolutely. WIFE will pay all debts and obligations owing by the said business, including all payroll and other

taxes, and WIFE will indemnify and hold HUSBAND harmless from any cost, expense or judgment relating to any claim, demand or suit concerning same, including HUSBAND's reasonable attorney's fees, court costs and other litigation expenses.

PARTNERSHIP INTEREST
(Partners Plaza)

7. HUSBAND owns a partnership interest in Partners Plaza, a Tennessee General Partnership. All right, title or interest which WIFE may have in and to the partnership interest in Partners Plaza, is divested out of WIFE and vested in HUSBAND, to be his absolutely. HUSBAND will assume all debts or obligations relating to his interest in the partnership, and HUSBAND will indemnify and hold WIFE harmless from any cost, expense or judgment relating to any claim, demand or suit concerning the said partnership, or HUSBAND's interest in the said partnership, including debts and obligations, and taxes, and including WIFE's reasonable attorney's fees, court costs, and other litigation expenses.

BANK ACCOUNTS

8. The parties have hereto made a division of all bank accounts owned by them jointly. All savings or checking accounts presently in the name of HUSBAND or WIFE shall continue to be his or her property absolutely, without any right, claim or demand on the part of the other party.

STOCKS, BONDS AND SECURITIES

9. Each party will retain ownership of any stocks, bonds or securities in his or her separate name, without any right, claim or demand on the part of the other party.

HOUSEHOLD GOODS/PERSONAL PROPERTY

10. HUSBAND will receive the following as his sole and separate property: 36" Toshiba TV, full-size green couch, two-seat couch, antique green chair, blue and white antique chair, chest of drawers, Lazy Boy chair, all tools, Homelite blower, grandmother's antique dishes,

Phillips stereo and CD player, all guns, 1998 Triton boat, tandem construction trailer, one-half (1/2) of all towels, washcloths, linens and bed clothes, one-half (1/2) of all family videos, one-half (1/2) of all pictures and memorabilia. All other household goods, furniture, fixtures, appliances, equipment and other personal property heretofore recognized as the joint property of the parties during the marriage, will be vested and fixed in WIFE, to be hers absolutely. Each party will assume the balance of any debt or obligation relating to his or her personal property, and will indemnify and hold harmless the other party from any cost, expense or judgment relating to same, including the other party's reasonable attorney's fees, court costs, and other litigation expenses.

AUTOMOBILES-VEHICLES

11. The parties own a 1995 GMC pickup truck, which is free and unencumbered, and a 1998 GMC Jimmy, encumbered by a loan in favor of GMAC, with a present approximate balance of $13,000.00. Ownership and title to the 1995 GMC pickup truck will be vested and fixed in HUSBAND, to be his absolutely. Ownership and title to the 1998 GMC Jimmy will be vested and fixed in WIFE, to be hers absolutely. WIFE will assume the balance of the indebtedness owing to GMAC on her vehicle, and will indemnify and hold HUSBAND harmless from any cost, expense or judgment relating to any claim, demand or suit concerning same, including HUSBAND's reasonable attorney's fees, court costs and other litigation expenses.

ALIMONY

12. The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

DEBTS

13. WIFE will assume and pay the following debts in a timely manner, and will indemnify and hold HUSBAND harmless from any cost, expense or judgment relating to same, including HUSBAND's reasonable attorney's fees, court costs and other litigation expenses:

a. First USA credit card
b. Sears credit card

c. Gantos credit card
d. Dillards credit card
e. First Union National Bank debt
f. Discover Card
g. Spiegel card
h. Upton's card
i. GMAC - vehicle debt
j. Fleet credit card
k. Southern Financial debt

In addition thereto, each party will assume the balance of all debts or obligations in his or her name, and will indemnify and hold harmless the other party from any cost, expense or judgment relating to any claim, demand or suit in connection with same, including the other parties' reasonable attorney's fees, court costs and other litigations expenses.

INCOME TAX FILINGS

14. Each party will pay one-half (1/2) of the income taxes for the taxable year 1999, together with one-half (1/2) of the bookkeeper/accountant's fee for services. The parties will file a separate income tax return for the taxable year 2000. WIFE shall have the right to claim Adelene E. Townsend and Dustin W. Townsend as dependents on all income tax returns. HUSBAND will have the right to claim Sarah V. Townsend as a dependent on all income tax returns.

ATTORNEY'S FEES

15 Each party will be responsible for the payment of his or her attorney's fees in connection with the said divorce proceedings now pending. HUSBAND shall pay all court costs in connection with the said divorce proceedings.

EMPLOYMENT BENEFITS AND RETIREMENT

16. Each party shall retain any and all employment benefits and retirement benefits, present or future, relating to his or her employment, without any right, claim or demand on the part of the other party.

MODIFICATION, WAIVER OF BREACH

17. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

RELEASE OF CLAIMS

18. Except as otherwise herein expressly provided, the parties shall and do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, claims demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this Agreement.

IMPLEMENTING AGREEMENT

19. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonable require for the purpose of giving full force and effect to the provisions of this Agreement.

20. In the event of the failure or refusal of either of the parties to execute and deliver any necessary or required deeds, instruments, conveyances or other documents to the other, then this Agreement shall be deemed to stand in the place of such document and shall have the same effect of such document, deed or instrument of conveyance would have if properly executed, acknowledged and delivered.

FUTURE TRANSACTIONS

21. It is understood and agreed by the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

TENNESSEE LAW GOVERNS

22. This Agreement shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

23. This Agreement constitutes the entire understanding of the parties, It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

WITNESS our hands on the day and date acknowledged below.

Victoria C. Townsend

VICTORIA C. TOWNSEND

TRACY W. TOWNSEND

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, VICTORIA C. TOWNSEND, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 11th day of December, 2000.

NOTARY PUBLIC

My Commission Expires: 1/14/2001

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, TRACY W. TOWNSEND, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 11th day of December, 2000.

Diana C. Frey

NOTARY PUBLIC

DIANA C. FREY
NOTARY PUBLIC AT LARGE
ROBERTSON COUNTY, TN
My Comm. Expires July 30, 2001