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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS EARL ROWELL,
Plaintiff,

vs.

EUGENIA MARIE ROWELL,
Defendant.

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CLERK & MASTER CLERK

No. 98D-16

D.C.

FINAL DECREE

This cause came to be heard on the 3rd day of March, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Defendant's Counter-Complaint for Absolute Divorce; a Marital Dissolution Agreement which provides for a division of the parties' respective rights and interests and all joint and individual property, support obligations, and apportionment of responsibility for payment of the parties' joint and individual debts; and the entire record in said cause, from all of which the Court affirmatively finds the allegations of Plaintiff's Counter-Complaint are sustained by the proof, and that there exists such irreconcilable differences between the parties as would entitle Plaintiff Counter- to an absolute divorce; that the parties, by written agreement, have made provisions for the equitable settlement of any property rights between themselves, that this Marital Dissolution Agreement should be approved, and that the ninety (90) day waiting period, as required by statute, has elapsed.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court, and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties pursuant to Tennessee Code Annotated § 36-4-103(b).

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

THOMAS EARL ROWELL,

Plaintiff,

vs.

EUGENIA MARIE ROWELL,

Defendant.

99 MAR -3 AM 11:35

RICHARD R. ROOKER, CLERK

D.C.

No. 98D-16

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between **THOMAS EARL ROWELL**, hereinafter called "Husband", and **EUGENIA MARIE ROWELL**, hereinafter called "Wife".

WITNESSETH

WHEREAS, the parties are married and a child, namely, Elisha Renee Rowell, date of birth 9/12/80, was the product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, Wife is represented by Worrick G. Robinson, IV, Attorney, and the Husband is not relying on the advice or representation of Worrick G. Robinson, IV.;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge nor cause to be charged to the other party any purchases which either of them may make after this agreement is entered into, and shall not create any engagements or obligations in the name of or

against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party, except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein, and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the State of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is

a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorneys' fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the parties agree to the filing of this agreement, and by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were at the moment of signing, an order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information, including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been

made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

PRIOR TAX LIABILITIES. If, in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDING FILED. Husband has filed a complaint for divorce now pending in the Fourth Circuit Court for Davidson County, Tennessee, under Docket No. 98D-16. The parties agree to be equally responsible for all Court costs arising out of said divorce proceeding.

The Defendant, by signing this agreement, waives further service of process or notice and waives all rights under the Soldiers and Sailors Civil Relief Act. The Defendant acknowledges receipt of a copy of the Complaint in this cause and stipulates to the truth and accuracy of the allegations therein. Further, the Defendant will make no other answer or counter-claim, consents to an entry of a Default Judgment and a Final Decree of Divorce, and

specifically authorizes entry of said pleadings by Plaintiff's counsel.

PERSONALTY. The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage, and each party makes no claim to any property in the possession of the other party.

AUTOMOBILES. Title to the 1995 Toyota Corolla which is in Wife's name, shall be vested solely in Wife, and divested from Husband. Wife shall be fully responsible for the payment of the indebtedness due on said automobile to Union Planters Bank, and shall indemnify and hold Husband harmless on the same. Husband shall execute any and all documents necessary to transfer title of said automobile to Wife.

Title to the Chevrolet S-10 Pickup Truck which is in Husband's name, shall be vested solely in Husband, and divested from Wife. Husband shall be fully responsible for the payment of the indebtedness due on said automobile to Union Planters Bank, and shall indemnify and hold Wife harmless on the same. Wife shall execute any and all documents necessary to transfer title of said automobile to Husband.

REAL ESTATE. For the sum of Three Thousand Dollars ($3,000.00) which Wife will pay to Husband in twenty (20) monthly payments of One Hundred Fifty Dollars ($150.00) beginning September 5, 1999 and due every fifth day of the month thereafter until paid in full, Husband agrees to convey and by signing this document does convey to Wife any and all interests in the property at 4925 Algonquin Trail, Antioch, Tennessee 37013, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 56 on the Plan of Haywood Hills, Section 5, of record in Book 4675, page 143, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Everett Allen Holmes and wife, Natalie Renee Holmes by deed from Evelyn P. Jones, unmarried, as of record in Book 6531, page 440, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Thomas E. Rowell and wife, Eugenia M. Rowell as of record in Book 9815, Page 724, Register's Office for Davidson County, Tennessee.

Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife agrees to assume liability for the debts on the property.

DEBTS. Husband agrees to assume, pay and hold Wife harmless for the following debts as an element of the division of the parties' property:

1. CitiBank Visa
2. CitiBank Mastercard
3. Discover Card
4. Texaco Credit Card
5. Shell Mastercard
6. J.C. Penney Credit Card
7. Sears Credit Card
8. Union Planters (truck loan)

This support debt will be non-dischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. § 523 (a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

Wife agrees to assume, pay and hold Husband harmless for the following debts as an element of the division of the parties' property:

1. Dillards
2. Bank One Creditcare
3. Commercial Credit
4. American Express
5. American Express
6. Compus Bank Mastercard
7. Union Planters (car loan)

This support debt will be non-dischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. § 523 (a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

HEALTH INSURANCE - COVERAGE. It is further agreed between the parties that each shall maintain their own medical insurance.

ALIMONY WAIVED. Wife and Husband claim no alimony, either pendente lite or permanent, and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEYS FEES. It is agreed between the parties that only

Wife is represented by Worrick G. Robinson, IV and will pay Worrick G. Robinson's attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the Husband shall pay his own attorney's fee in connection with this litigation.

CUSTODY/VISITATION/CHILD SUPPORT. It is agreed between the parties that their child, Elisha Renee Rowell, DOB: 9/12/80, has reached the age of eighteen (18) and is emancipated although she is still in school. The parties further agree that the child should have graduated with her normal graduating class last fall and therefore, no child support shall be ordered in this matter, and any visitation shall be at the sole discretion of the parties' daughter.

The parties agree that the Husband has no obligation to provide monetary support for their child to attend private schools or college. The Father agrees that he will in good faith, make every effort to provide monetary support for the child to continue attending the private school which she attends and college by paying one-half (1/2) of the child's tuition beginning with summer school on June 1, 1999. The parties agree that this is not an official obligation for Husband and that he shall not be required or ordered to make any of these payments by any Court of law.

RETIREMENT/PENSION/401(K). The parties agree to give up any right they might have to the other parties' retirement, pension, or 401(K). Each party will therefore retain the right to their individual retirement, pension, 401(K).

THOMAS EARL ROWELL

EUGENIA MARIE ROWELL

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 3rd day of March, 1999, personally appeared **THOMAS EARL ROWELL**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as and for his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

11-30-2002

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 3 day of March, 1999, personally appeared **EUGENIA MARIE ROWELL**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
5/27/2001

pleading.wgr\rowell.mda

IT IS ALSO ORDERED, ADJUDGED AND DECREED that the Plaintiff's Complaint for divorce shall be withdrawn.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that Counter-Plaintiff ~~Counter-Defendant~~, Eugenia Marie Rowell, is hereby granted an absolute divorce from the Counter-Defendant and restored to all the rights and privileges of an unmarried person, and the bonds of matrimony heretofore existing between them are hereby perpetually dissolved.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the costs of this cause are taxed equally between the Plaintiff and Defendant.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that execution may issue to enforce any of the provisions of this Decree.

ENTERED this 15th day of March, 1999.

JUDGE MURIEL ROBINSON

Approved for entry:

ADAMS & WHITEAKER

BY: _____

WORRICK G. ROBINSON, IV, #15009
Attorney for Defendant
446 James Robertson Parkway
Nashville, TN 37219
(615) 726-0900

CERTIFICATE OF SERVICE

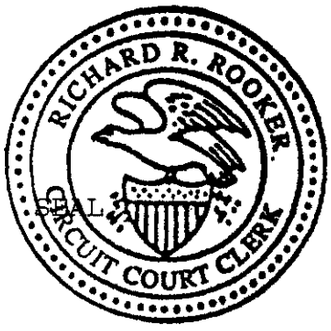
I hereby certify that a copy of the above and foregoing FINAL DECREE has been mailed by U.S. Mail, Postage Pre-paid to Thomas Rowell, 82 Woodbridge Cove, Brando, MS 39004 on this 9th day of March, 1999.

WORRICK G. ROBINSON, IV

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 15 day of MARCH , 1999 , in the Case Number 98d16 between ROWELL, THOMAS EARL Plaintiff, and ROWELL, EUGENIA MARIE Defendant, as same remains of record in Vol. 547 , Page 100422 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 19 day of JULY in the year two thousand one and in the 225th year of American Independence.



RICHARD R. ROOKER, Clerk,

By Billy W. Murray
Deputy Clerk