36A/1545-A

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHY JANE TURNER

vs. No. 85D-3325

BILLY LENARD TURNER

Davidson County DEEDDIV
Recvd: 10/02/01 14:12 8pgs
Fees:42.00 Taxes:0.00
20011002-0106576

FINAL DECREE OF DIVORCE

This cause came to be heard on to be heard on the 5th day of March, 1987, before the Honorable James R. Everett, Judge, upon the Complaint for Separate Maintenance heretofore filed by Mrs. Turner, Answer and Counter-Complaint filed by Mr. Turner, subsequent agreement of the parties to withdraw the original complaint filed by Mrs. Turner and allow this matter to proceed to trial upon the grounds of irreconcilable differences, submission to the Court of a written Property Settlement Agreement, heretofore signed by the parties, testimony of Mr. Turner and statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that this matter has been filed with the Court for more than sixty (60) days as required by statutes and that these parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is therefore,

ORDERED AND ADJUDGED by the Court that the original Complaint for Separate Maintenance, heretofore filed in this cause by Mrs. Turner is hereby withdrawn and dismissed.

It is further **ORDERED AND ADJUDGED** by the Court that the bonds of matrimony, heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Counter Complainant, Billy Lenard Turner, is granted an absolute divorce and restored to all the rights and pri vileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court and the Court affirmatively finds that the written Property Settlement Agreement, heretofore signed by the parties does make adequate and sufficient provision for the equitable settlement of all property rights, which Agreement is included herein, verbatim, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by DOROTHY JANE TURNER, hereinafter referred to as "Wife", against BILLY LENARD TURNER, hereinafter referred to as "Husband", under Docket No. 85D-3325, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) RESIDENCE: The parties own their residence at 1004 Downey Drive, Nashville, Davidson County, Tennessee, as joint tenants by the entirety. It is agreed that hereafter the parties shall continue to own the home as tenants in common, with right of survivorship, with each party owning a one-half (½) undivided interest therein. Wife shall have the absolute and exclusive right to occupy the home until her death or remarriage. In the event of the death of either party, the survivor shall inherit the deceased's interest in said property. Husband shall assume the balance of mortgage indebtedness (both first

and second mortgages) until the death or remarriage of Wife, or the death of Husband, or until the home is sold should the parties mutually agree to sell same. Husband shall hold Wife harmless and indemnify her from any responsibility on the aforementioned mortgage payments. Wife agrees that she will make no further mortgages, liens, or encumbrances against the aforementioned property without the written consent or permission of Husband.

(6) AUTOMOBILES: Wife shall be awarded the sole and exclusive ownership of the 1982 Toyota automobile, free, clear and unencumbered.

(7) HOUSEHOLD FURNITURE & FURNISHINGS: All of the household furniture, furnishings and accessories located at the residence of the parties shall become the sole and exclusive property of Wife. Husband shall receive his personal clothing, wearing apparel, jewelry, ~~record collection~~, old file cabinets downstairs, tools and ~~guns~~. B.L.T. DST Father's Hutch, Korean chest. DST-B.L.T.

(8) BUSINESS INTERESTS: Husband shall be awarded the sole and exclusive interest in the company known as Free Lance Productions, and shall hold Wife harmless and indemnify her from any responsibility arising from any obligations incurred with said business.

(9) ALIMONY IN FUTURO: Husband shall pay directly to Wife the sum of $850.00 per month as alimony in futuro, until her death or remarriage, or Husband's death, whichever is the first event to occur. These payments shall be due and payable on the first day of each month, beginning with the first full calendar month after the entry of the Final Decree of Divorce. These payments would be tax deductible to Husband for Federal Income tax purposes, and taxable to Wife as ordinary income.

(10) HEALTH INSURANCE: Husband shall be responsible for payment of any and all premiums incurred to maintain health insurance coverage for Wife, until such time as Wife dies or remarries, or Husband dies, whichever is the first event to occur.

(11) LIFE INSURANCE: Husband agrees to maintain in full force and effect the life insurance policy as designated in the attached Exhibit A, with Wife designated as the irrevocable beneficiary thereof, until such time as she dies, remarries or Husband dies, whichever is the first event to occur.

(12) RESIDENCE MAINTENANCE: Husband agrees that he will be responsible for any and all major repairs to the home located at 1004 Downey Drive, Nashville, Davidson County, Tennessee. The term "major repair" shall be defined as any one single repair in excess of $200.00. Husband will not be responsible for every day wear and tear, maintenance, painting, utilities and lawn care.

(13) ATTORNEY FEES: Each party shall be responsible for their respective attorneys' fees.

(14) COURT COSTS: Husband shall pay the final Court costs.

(15) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the 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 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Property Settlement Agreement.

(16) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and and in the keeping with her accustomed standard of living and her reasonable requirements.

(17) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(18) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(19) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

(20) ENFORCEMENT PROVISION: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney fees incurred in prosecuting the action.

WITNESS OUR HANDS, this 25 day of January, 1987, as to the Wife, and the 30 day of June, 1986, as to the Husband.

Dorothy Jane Turner
DOROTHY JANE TURNER

Billy Lenard Turner
BILLY LENARD TURNER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DOROTHY JANE TURNER, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 25 day of February, 1987.

Cynthia Friedman Hemmelgarn
NOTARY PUBLIC

My Commission Expires: 10/9/90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BILLY LENARD TURNER, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 30th day of June, 1986.

Donna L. Tyler
NOTARY PUBLIC

My Commission Expires: 1/10/89

It is further **ORDERED AND ADJUDGED** that the parties addresses are as follows:

Billy Lenard Turner
230 Bermuda Dr.
Nashville, TN 37214

Dorothy Jane Turner
10004 Downy Drive
Nashville, TN

It is further **ORDERED AND ADJUDGED** that the costs of this cause are taxed against the Counter Complainant, Billy Lenard Turner, for all of which execution may issue if necessary.

Enter this 5th day of March, 1987.

~~MURRELL ROBINSON~~, JUDGE

APPROVED FOR ENTRY:

JACKSON, TANNER & REYNOLDS

BY: ROBERT L. JACKSON
SOLICITOR FOR MR. TURNER
216 Third Avenue North
Nashville, TN 37201
(615) 256-2694

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been furnished to the Cynthia Himmelfarb, Attorney for Mrs. Turner, 228 Franklin Road, Franklin, TN 37064, this 5th day of March, 1987.

ROBERT L. JACKSON

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 05 day of MARCH , 1987 , in the Case Number 85D3325 between TURNER, DOROTHY JANE Plaintiff, and TURNER, BILLY LENARD Defendant, as same remains of record in Vol. 036A , Page 0545A 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 02 day of OCTOBER in the year two thousand one and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY
Office of Vital Records

0105195

TENNESSEE DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER

TYPE/PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

1. DECEDENT'S NAME (First, Middle, Last): Dorothy Jane Young Turner
2. SEX: F
3. DATE OF DEATH (Month, Day, Year): 09/25/2001
4. SOCIAL SECURITY NUMBER (of Deceased): 494-42-3563
5a. AGE-LAST BIRTHDAY (Years): 67
5b. UNDER 1 YEAR: MOS. / DAYS
5c. UNDER 1 DAY: HOURS / MIN.
6. DATE OF BIRTH (Month, Day, Year): 03/25/1934
7. BIRTHPLACE (City and State or Foreign Country): Carbondale,Il.
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? 1 [ ] Yes 2 [X] No
8a. PLACE OF DEATH (Check only one): HOSPITAL: 1 [ ] Inpatient 2 [ ] ER/Outpatient 3 [ ] DOA; OTHER: 4 [ ] Nursing Home 5 [X] Residence 6 [ ] Other (Specify)
9b. FACILITY NAME (If not institution, give street and number): 1004 Downey Drive
9c. CITY, TOWN, OR LOCATION OF DEATH: Nashville
9d. COUNTY OF DEATH: DAVIDSON
10. MARITAL STATUS-Married, Never Married, Widowed, Divorced (Specify): Divorced
11. SURVIVING SPOUSE (If wife, give maiden name): N/A
12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.): Nurse
12b. KIND OF BUSINESS/INDUSTRY: Medical
13a. RESIDENCE-STATE: TN.
13b. COUNTY: Davidson
13c. CITY, TOWN OR LOCATION: Nashville
13d. STREET AND NUMBER OR RURAL LOCATION: 1004 Downey Dr.
CENSUS TRACT
13e. INSIDE CITY LIMITS? 1 [XX] Yes 2 [ ] No
13f. ZIP CODE: 37205
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify Yes or No-If yes, specify Cuban, Mexican, Puerto Rican, etc.) [ ] Yes [X] No. Specify, if yes:
15. RACE-American Indian, Black, White, etc. (Specify): White
16. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+): 4

PARENTS

17. FATHER'S NAME (First, Middle, Last): Odis Bigelow Young
18. MOTHER'S NAME (First, Middle, Maiden Surname): Eleanor Patmore

INFORMANT

19a. INFORMANT'S NAME (Type/Print): William Turner
19b. RELATIONSHIP TO DECEASED: Son
19c. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code): 1630 Centerpoint Rd. Hendersonville,Tn.

DISPOSITION

20a. METHOD OF DISPOSITION: 1 [ ] Burial 2 [X] Cremation 3 [ ] Removal from State 4 [ ] Donation 5 [ ] Other (Specify)
20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): West Harpeth Crematory
20c. LOCATION-City or Town, State: Nashville,TN.
21a. SIGNATURE OF FUNERAL DIRECTOR: Denny Shepard
21b. LICENSE NUMBER OF FUNERAL DIRECTOR: 4995
21c. SIGNATURE OF EMBALMER: No Embalming
21d. LICENSE NUMBER OF EMBALMER: N/A
22a. NAME AND ADDRESS OF FUNERAL HOME: West Harpeth Funeral Home, 6962 Charlotte Pike Nashville,TN. 37209
22b. LICENSE NUMBER OF FUNERAL HOME: 1016

REGISTRAR

23. REGISTRAR'S SIGNATURE: Dorothy Jo Brown
24. DATE FILED (Month, Day, Year): September 26, 2001

CERTIFIER

25a. PHYSICIAN - To the best of my knowledge, death occurred at the date and place, and due to the cause(s) and manner as stated.
1 [ ] SIGNATURE AND TITLE OF PHYSICIAN
25b. LICENSE NUMBER
25c. DATE SIGNED (Month, Day, Year)
26a. MEDICAL EXAMINER - On the basis of examination and/or investigation, in my opinion, death occurred at the date and place, and due to the cause(s) and manner as stated.
2 [X] SIGNATURE AND TITLE OF MEDICAL EXAMINER
26b. LICENSE NUMBER: 34173
26c. DATE SIGNED (Month, Day, Year): 9/25/2001

PHYSICIAN OR MEDICAL EXAMINER EXECUTING CERTIFICATE MUST COMPLETE AND SIGN MEDICAL CERTIFICATION WITHIN 48 HOURS.

27. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR MEDICAL EXAMINER) (Type/Print): Feng Li, M.D., Ph.D.:84 Hermitage Ave;Nashville TN 37210; MEC01-2196

CAUSE OF DEATH

28. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. (Approximate Interval Between Onset and Death)

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. Atherosclerotic cardiovascular disease
DUE TO (OR AS A CONSEQUENCE OF):
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST
b. DUE TO (OR AS A CONSEQUENCE OF):
c. DUE TO (OR AS A CONSEQUENCE OF):
d.

SEE INSTRUCTIONS ON OTHER SIDE

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.
29a. WAS AN AUTOPSY PERFORMED? 1 [ ] Yes 2 [X] No
29b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? 1 [ ] Yes 2 [X] No
30. MANNER OF DEATH: 1 [X] Natural 2 [ ] Accident 3 [ ] Suicide 4 [ ] Homicide 5 [ ] Pending Investigation 6 [ ] Could not be Determined
31a. DATE OF INJURY (Month, Day, Year)
31b. TIME OF INJURY
31c. INJURY AT WORK? 1 [ ] Yes 2 [ ] No
31d. DESCRIBE HOW INJURY OCCURRED
31e. PLACE OF INJURY-At home, farm, street, factory, office building, etc. (Specify)
31f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

PH-1859 (REV. 6/99)
BIRTH NO.
RDA 1399

I hereby certify the above to be a true and correct copy of the original document on file in this department. This certified copy is valid only when printed on security paper showing the red embossed seal of the Metropolitan Government of Nashville and Davidson County. Alteration or erasure voids this certification.

Tennessee Code Annotated 68-3-101 et seq., Vital Records Act of 1977.

John P. Dunn
John P. Dunn
Local Registrar

SEP 26 2001
Date Issued

GREAT SEAL OF THE STATE OF TENNESSEE XVI AGRICULTURE COMMERCE 1796

METROPOLITAN GOVERNMENT NASHVILLE AND DAVIDSON

CERTIFICATION OF VITAL RECORD