IN THE CIRCUIT COURT OF LINCOLN COUNTY, TENNESSEE

SCOTTY WAYDE WALLACE,)
)
Plaintiff,)
)
VERSUS)
)
VANESSA LEJUNE WALLACE,)
)
Defendant.)

Filed 6-1-01 Time 10 Am
Gail Corder, Circuit Court Clerk
KO CIRCUIT COURT CLERK

NO. C0000314

FINAL ORDER

This cause came on to be heard on the 1st day of June, 2001, before the Honorable Lee Russell, Circuit Judge, upon the original Complaint, and it appearing to the Court that the parties have stipulated as to grounds for the divorce and the Court affirmatively finds that both parties are entitled to a divorce, and further, that the parties have agreed to custody, child support for the minor child, Megan Elizabeth Wallace, age 15, equitable distribution of the marital assets, and to all other matters as evidenced by a Marital Dissolution Agreement which is attached to this Order and expressly approved by this court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the parties, Scotty Wayde Wallace and Vanessa LeJune Wallace, are declared to be divorced, pursuant to T.C.A. §36-4-129, and the marriage is hereby dissolved. The parties are restored to all rights as single persons. The custody of the minor child, Megan Elizabeth Wallace, is vested in the mother, Vanessa LeJune Wallace, with visitation rights and support obligations in the husband as described in the attached agreement. IT IS FURTHER ORDERED that the provisions of the Marital Dissolution Agreement, attached hereto, are ordered by this Court as if fully copied herein. The costs of this cause are assessed against the original Plaintiff, Scotty Wayde Wallace, for all of which execution may issue if necessary.

This 1st day of June, 2001.

LEE RUSSELL, CIRCUIT JUDGE

APPROVED FOR ENTRY:

Raymond W. Fraley (w/p permission)
RAYMOND W. FRALEY
ATTORNEY FOR PLAINTIFF
205 E. Market St., P.O. Box 572
Fayetteville, TN 37334-0572

WALTER W. BUSSART
ATTORNEY FOR DEFENDANT
520 N. Ellington Pkwy., P.O. Box 2456
Lewisburg, TN 37091-1456

Davidson County DEEDDIV
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Filed as attorney of record in MB 106 page 89
6-6-01

IN THE CIRCUIT COURT OF LINCOLN COUNTY, TENNESSEE

SCOTTY WAYDE WALLACE,	)	
	)	
Plaintiff,	)	
	)	
VERSUS	)	NO. C0000314
	)	
VANESSA LEJUNE WALLACE,	)	Filed 6-1-01 Time 10 AM
	)	Gail Corder, Circuit Court Clerk
Defendant.	)	KD CIRCUIT COURT CLERK

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into by and between SCOTTY WAYDE WALLACE, hereinafter called Husband, and VANESSA LEJUNE WALLACE, hereinafter called Wife.

WITNESSETH:

WHEREAS, both parties agree and stipulate that this Agreement makes full and adequate provisions for the distribution of the property of the parties and support and maintenance; and

WHEREAS, two (2) children, have been born of this union: Jennifer Candice Wallace, date of birth 07/25/81, and Megan Elizabeth Wallace, date of birth 12/19/85; 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, that would affect their judgment other than the stress normally to be expected in a divorce; and

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

CREDIT. The parties hereto agree that neither party shall charge or 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.

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 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

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to any and all property and estate of the other, and each of the parties do 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 a full, final and complete settlement of the property, marital and other rights of the parties hereto.

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 defaulting party agrees to pay reasonable attorney's 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 the Agreement.

VOLUNTARY EXECUTION. Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information. In some instances, it represents a compromise of disputed issues. Each believes these 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 of any subsequent default of the same or similar nature.

DIVORCE PROCEEDINGS FILED. The Husband filed a Divorce Bill in the Circuit Court for Lincoln County, Tennessee, at Fayetteville, under Docket No. C0000314.

PERSONALTY. The Husband shall receive:

- Copy machine which belongs to the business
- Fax machine which belongs to the business
- Typewriter which belongs to the business
- Couch which belonged to his father
- Dining room table and six chairs which belonged to his father
- China cabinet which belonged to his father
- Waterbed which belonged to his mother

[illegible] of record in Bk. 106 pgs 9 thru 6-6-01

- A little table which belonged to him
- The 4 PSL's and 4 tickets to the Tennessee Titans ballgames.
- His Ford F-150 pickup truck.
- All his personal items, and other items which he has in his possession on the date of this divorce, June 1, 2001.

Wife shall receive:

- The note receivable from Gary and Pauline Follansbee which provides monthly payments. Husband agrees to assign that note to Wife as her sole property.
- The Lexus automobile. Wife will assume the indebtedness thereon at Lexus Financial Services and hold Husband harmless therefrom. Husband will be responsible for the June 2001 payment on the Lexus and Wife assumes responsibility for the balance thereafter, up to $11,000.00. If the balance thereafter is in excess of $11,000.00, Husband agrees to pay the difference between the balance and the $11,000.00 so that Wife is not assuming any balance on the Lexus in excess of $11,000.00.
- All items not on husband's list above.
- All of her personal items, and other items which she has in her possession on the date of this divorce, June 1, 2001.

REAL ESTATE. All right, title and interest in and to the marital house and lot located at 1305 Lancelot Drive in Fayetteville, Tennessee, shall be divested out of the Plaintiff, Scotty Wayde Wallace, and vested into the Defendant, Vanessa Lejune Wallace. Husband shall execute all paperwork necessary to transfer ownership out of his name. The Husband shall be responsible for the mortgage payments on the said house and lot through May 2001. Wife shall thereafter assume the indebtedness on said house and lot to Wells Fargo and AmSouth and shall indemnify and hold Husband harmless therefrom.

As equitable division, the Husband shall receive the apartment complex known as Valley View Apartments on Liberty Road in Fayetteville, Tennessee. Wife shall execute all paperwork necessary to transfer ownership out of her name. The Husband shall assume all outstanding indebtedness of whatever nature of kind on this real estate, including specifically the mortgage thereon in the name of Miami Investments, LLC. Husband will hold Wife harmless and indemnify her from any and all obligations with regard to Miami Investments, LLC, and Valley View Apts.

The condo located on Bell Forge Drive in Antioch, Davidson County, Tennessee, which is occupied by Husband's mother is awarded to him and he shall indemnify and hold harmless Mrs. Wallace (Wife) from all debt thereon.

Husband is awarded Lot 77 in Village Park Subdivision in Lincoln County, Tennessee, and assumes all debt thereon, holding Mrs. Wallace (Wife) harmless therefrom.

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Husband shall receive the business known as W & W Contractors, LLC, along with all the assets of that business. Wife shall execute all paperwork necessary to transfer ownership out of her name. The Husband will assume any and all liabilities of this business, including specifically, but not limited, to the following: Bill Brown, Childress Concrete, the note on the F-350 truck, Thornton Harwell Insurance, W & H Contractors, Ralph Simmons, Tommy Eslick, and American Express. The Husband assumes any and all liabilities of W&W Contractors, LLC, and agrees to indemnify and hold the Wife harmless therefrom.

ATTORNEY'S FEES. Each of the parties agrees to pay their own attorney's fees.

INDEBTEDNESS OF THE PARTIES. It is understood and agreed between the parties that, from and after 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 payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred.

Husband shall assume the following debts and hold the Wife harmless therefrom:

- Debt to Colonial Bank for a line of credit in the original amount of $100,000.00, plus any accrued interest.
- Debt to Union Planters Bank in the original amount of $25,000.00, plus any accrued interest.
- All personal credit cards of whatever nature or kind.
- All other outstanding debt.

CUSTODY AND SUPPORT. The Mother shall have custody of the parties' minor child, Megan Elizabeth Wallace. The Father will have visitation rights every other weekend from 6:00 p.m., on Friday to 6:00 p.m., on Sunday, beginning June 1, 2001. The Mother shall have the child on Christmas Eve of each year. The parties agree that at anytime during the visitation with Father, if the child notifies the mother that she wants to come home, the Mother may pick up the child without resistance from the Father. The Father shall have such other visits as are agreeable between the parties.

The parties agree that child support is going to be based upon a gross income of $6,450.00 per month in accordance with the Tennessee Child Support Award Guidelines for one child, in the amount of $951.00 per month, payable on or before the 5th day of each month, beginning June 1, 2001.

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The father further agrees that while Megan is a minor, he will provide the Mother with copies of his W-2's and tax returns for every year on or before April 15 of each year.

INSURANCE. Husband agrees to maintain group health insurance coverage on the parties' minor child until she reaches her majority. Each party will be responsible for one-half (½) of all medical/dental expenses over the health insurance coverage.

Husband agrees to continue health insurance coverage on the Wife until this Final Divorce Decree becomes final (30 days from the entry thereof).

INCOME TAX DEDUCTIONS. Husband will be allowed to claim the child as a deduction for income tax purposes.

BANKRUPTCY. The Husband agrees that none of the payments stated herein shall be dischargeable in bankruptcy.

OTHER. Husband agrees to pay to Wife $40,000.00 in cash, as follows: $25,000.00 to be paid on the date of the divorce (June 1, 2001), and the balance of $15,000.00 to be paid in monthly installments to Wife in the amount of $1,000.00, payable on or before the 5th of each month, beginning July 1, 2001. Said monthly payments will be secured by a mortgage lien on the Valley View Apartments and Miami Investments, LLC, which will be executed within thirty (30) days of the date of the divorce. Wife agrees to sign a subordinate agreement for her mortgage to a new mortgage if the financing is closed after thirty (30) days.

GENERAL PROVISIONS. This Agreement will be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily. The parties fully understand the nature of their obligations created by this consent agreement.

Filed and recorded of record in this 106 page 94
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This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, and said provisions being severable.

This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties.

This Agreement is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Signed this 1ST day of JUNE, 2001.

Scotty Wayde Wallace
SCOTTY WAYDE WALLACE, Plaintiff

Lejune Wallace
VANESSA LEJUNE WALLACE, Defendant

STATE OF TENNESSEE
COUNTY OF MARSHALL

Personally appeared before me, Brenda L. Beatty, a Notary Public in and for the aforesaid State and County, SCOTTY WAYDE WALLACE, the within named bargainor, with whom I am personally acquainted and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 1st day of June, 2001.

My Commission Expires:
3-28-05

Brenda L. Beatty
Notary Public

STATE OF TENNESSEE
COUNTY OF MARSHALL

Personally appeared before me, WALTER BUSSART a Notary Public in and for the aforesaid State and County, VANESSA LEJUNE WALLACE, the within named bargainor, with whom I am personally acquainted and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 1ST day of JUNE, 2001.

My Commission Expires:
1/26/05

Walter Bussart
Notary Public

[redacted], the undersigned Circuit Court Clerk, do hereby certify that this is a true and correct copy of the original as [redacted] filed in this cause.
This 7 day of Feb 2002
[redacted]

[redacted] recorded in Book 126 Page 95
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