ORDER FILED

NOV 15 2001

LINDA NEAL
General Session Court Clerk
Wilson County, TN

IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE

DEBORAH ANNETTE BISHOP **Plaintiff**	]	
vs.	]	**Docket No. 9793 DVC**
JAMES GIRARD WHITEHILL **Defendant**	]	

FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 15th day of November, 2001, before the Honorable Robert P. Hamilton, Judge of the General Sessions Court, upon the pleadings heretofore filed, submission to the Court of a duly executed Marital Dissolution Agreement and Permanent Parenting Plan, expiration of the statutory waiting period, and the entire record. From all of which the Court finds that the Marital Dissolution Agreement and Permanent Parenting Plan entered into between the parties has made adequate and sufficient provision for the support and maintenance of the one (1) minor child of the parties and for the equitable settlement of any property rights between the parties.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Wife, Deborah Annette Bishop, should be and is hereby granted an absolute divorce from the Husband, James Girard Whitehill, upon the grounds of Irreconcilable Differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement and Permanent Parenting Plan heretofore executed by the parties, are hereby adopted in their entirety as an Order of this Court, and more particularly set out as follows, to wit:

Davidson County DEEDDIV
Recvd: 06/21/02 14:12 12pg
Fees:62.00 Taxes:0.00
20020621-0075165

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Deborah Annette Bishop, hereinafter referred to as the "Wife," and James Girard Whitehill, hereinafter referred to as the "Husband," have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and a Parenting Plan providing for the care, maintenance and support of the parties' one (1) minor child, to tender this Agreement and Parenting Plan to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the General Sessions Court for Wilson County, Tennessee, and docketed at number 9793 DVC, to which reference is specifically made; and,

WHEREAS, there is one (1) minor child born of this marriage, namely, to wit, Stanley Kurt Whitehill (d.o.b. 8/29/85); and,

WHEREAS, the parties own some real property located in Wilson County, DeKalb County and Davidson County, Tennessee, but no other, and some items of personal property;

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

I. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. CHILD-RELATED PROVISIONS.

The parties acknowledge that all matters pertaining to the care, maintenance and support of their one (1) minor child are contained in the Permanent Parenting Plan which is attached hereto and incorporated by reference herein.

IV. PERSONAL PROPERTY.

(A) Vehicles.

1) The parties agree that the Wife shall own as her sole property the 1997 GMC Jimmy truck which is titled to Image Builders, Inc. and which the Wife currently drives as her vehicle, free and clear of any right, title or interest of the Husband or Image Builders, Inc. The Husband agrees to pay off the debt on this vehicle in the approximate amount of $8,500.00, and to convey clear title to the Wife within sixty (60) days of entry of the Final Decree of Divorce.

2) It is further agreed by and between the parties that the Wife shall own as her sole property the 1993 Chevrolet Blazer truck which the parties' son currently drives as his vehicle, free and clear of any right, title or interest of the Husband. The parties acknowledge that this vehicle is unencumbered.

3) The parties acknowledge that the Husband has the use of a vehicle owned by Image Builders, Inc. for his personal use.

(B) Household Furniture, Fixtures & Appliances. The parties agree that they shall divide the household goods now located in the marital residence on Gleaves Glen Drive in Mt. Juliet, Tennessee and at the lake house on Summer Court in DeKalb County to their mutual satisfaction, with the necessity of listing each item specifically herein.

(C) Bank Accounts. It is agreed that each party shall own as his or her sole property all funds on deposit in any and all bank accounts, being checking, savings or otherwise, that each party has in his or her sole name. The parties further agree that the funds on deposit in their joint accounts, listed herein, as of the date of entry of the Final Decree of Divorce shall be divided equally between the parties. These accounts are as follows: Bank of Nashville account # 1036238 and 0720941, AmSouth Bank account # 1004550694, and IDEX (liquid investment account) # 9100032944.

(D) Other Personal Property. The parties agree that they shall each own their clothing, jewelry, memorabilia and personal items as their sole property, free and clear of any right, title or interest of the other party.

(E) Wizard. The parties agree that the Wife shall have sole use and possession of the Wizard framing machine. The Husband agrees to pay the debt thereon, in the amount of $200.00 per month, through April 2002, and thereafter, the Wife shall be solely responsible for this debt.

V. REAL PROPERTY.

A. Wilson County.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 1117 Gleaves Glen Road, Mt. Juliet, Wilson County, Tennessee, and more particularly described below. Any interest of the Husband in the aforesaid property shall be and is hereby divested from him and reinvested in the Wife so that the Wife shall own this property free and clear of any right, title or interest of the Husband. The property is more particularly described as follows:

> Land in Wilson County, Tennessee, being Lot No. 54 of Moreland Farms, Section C, as shown on the Plat of record in Plat Book 17, page 622, Register's Office for Wilson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to James G. Whitehill and wife, Deborah A. Bishop Whitehill by deed from A. E. Finch and Beverly S. Finch dated September 28, 1989 of record in Deed Book 416, page 865, Register's Office of Wilson County, Tennessee.

The parties further agree that the Wife shall be solely responsible for all encumbrances, including both mortgages, on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon. The Wife agrees to make her best effort to refinance the mortgages encumbering this property within six (6) months of entry of the Final Decree of Divorce, so as to relieve the Husband of any liability thereon. In the event the Wife becomes more than ninety (90) days delinquent on any debt which is in the Husband's name (either jointly or individually) secured by this property, for which the Wife is hereby responsible, the Husband shall have the right to file a Motion requesting the Court order the sale of this property.

B. DeKalb County, Tennessee. (Developed property)

The parties acknowledge that they own a residence and real property located at 107 Summer Court, Four Seasons Resort, Smithville, DeKalb County, Tennessee. The parties acknowledge that this property is currently listed for sale and shall be sold for a commercially-reasonable price as soon as practicable, and the net proceeds, after payment of any encumbrances, agents fees, closing costs and the like, shall be divided between the parties as follows: The first $4,000.00 to the Husband and the remainder to the Wife. In the event this property is not sold within twenty-four (24) months of entry of the Final Decree of Divorce, the parties agree that the Wife shall pay the sum of $4,000.00 to the Husband and the Husband shall execute a Quitclaim

Deed conveying his interest therein to the Wife.

The parties further agree that until the said property is sold, the Wife shall have the exclusive right to reside in and use the said residence, and that she shall be solely responsible for all routine upkeep thereon. The parties acknowledge that there is no mortgage encumbering this property.

This property is more particularly described as follows:

> Certain lands situated in the old 25th Civil District of DeKalb County, Tennessee, described as follows:
>
> Being Lot No. 107 on the Map of Four Seasons, Section 2 as shown on plat of record, to which plat reference is hereby made for a more particular description, and being the same lands described in conveyance from Kenneth W. Echols and his wife, Betty Echols to James G. Whitehill and his wife, Deborah A. Bishop Whitehill, under date of May 11, 1984 of record in Deed Book B-6, page 722 Register's Office, DeKalb County, Tennessee.

C. DeKalb County, Tennessee. (Undeveloped property)

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the undeveloped real property owned by the parties located at Four Seasons Resort, Smithville, DeKalb County, Tennessee, and more particularly described below. Any interest of the Husband in the aforesaid property shall be and is hereby divested from him and reinvested in the Wife so that the Wife shall own this property free and clear of any right, title or interest of the Husband. The property is more particularly described as follows:

> Certain tracts or parcels of real estate in DeKalb County, Tennessee, described as follows:
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> Those certain tracts being Lots 386, 387, 388 and 448 on the plan of Section 8 of the Four Seasons Resort Subdivision, a plat of which is of record in Deed Book T-3, page 468, Register's Office for DeKalb County, Tennessee.
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> And those certain tracts being Lots 919 and 639 on the plan of Section 15 of the Four Seasons Resort Subdivision, a plat of which is of record in Plat Book 2, page 11, Register's Office for DeKalb County, Tennessee.
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> And those certain tracts being Lots 640 and 641 on the plan of Section 15 of the Four Seasons Resort Subdivision, a plat of which is of record in Plat Book 2, page 11, Register's Office for DeKalb County, Tennessee.
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> And those certain tracts being Lots 642, 643, 644 and 645 on the plan of Section 13-Revised of the Four Seasons Resort Subdivision, a plat of which is of record in Plat Book 1, page 51, Register's Office for DeKalb County, Tennessee.
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> Ant those certain tracts being Lots 410, 411 and 412 on the plan of Section 8 of the Four Seasons Resort Subdivision, a plat of which is of record in Deed Book T-3, page 468, Register's Office for DeKalb County, Tennessee.

And those certain tracts being Lots 915 and 916 on the plan of Section 15 of the Four Seasons Resort Subdivision, a plat of which is of record in Plat Book 2, page 11, Register's Office for DeKalb County, Tennessee

And that certain tract being Lot 206 on the plan of Section 4 of the Four Seasons Resort Subdivision, a plat of which is of record in Deed Book T-3, page 420, Register's Office for DeKalb County, Tennessee.

BEING the same property conveyed by Four Seasons Associates, Inc. to James G. Whitehill by quitclaim deed dated the 20th day of December, 1985, of record in Book G6, page 456, and by Deed of Correction dated January 9, 1986, of record in Book G6 page 651, Register's Office for DeKalb County, Tennessee.

The parties further agree that the Wife shall be solely responsible for all association fees, utilities, boat slip rental fees and taxes associated with the ownership of the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon. The parties acknowledge that these properties are unencumbered by any mortgages.

D. Davidson County, Tennessee.

It is agreed by and between the parties that the parties shall continue to own the developed real property located at 1215 Antioch Pike, Nashville, Davidson County, Tennessee, as tenants-in-common, each owning an undivided one-half (½) interest therein. The parties shall each receive one-half (½) of the rental income from this property, and they shall each be responsible for one-half (½) the taxes, insurance, maintenance and repairs, and the mortgage thereon. This property is more particularly described as follows:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING in the 15th Civil District of Davidson County, Tennessee on the southeast side of Mill Creek Valley Pike and being more fully described as follows:

Beginning at the S. E. corner of a home place as a point in the center of said Mill Creek Pike and running in a northerly direction with the center of said pike 86-1/2 feet; thence at right angles from the pike went *(sic)* 250-1/2 feet to a stone, thence S. E. 90 feet to a store; thence N.E. 247 feet to the beginning.

BEING the same property conveyed to James G. Whitehill and wife, Deborah A. Bishop by deed from George E. Bowman and wife, Linda J. Bowman, as tenants in common, of record in Book 9789, Page 929, Register's Office for said County.

This legal description is taken from the aforesaid conveyance in Book 9789, Page 929.

The parties further agree that neither of them shall sub-lease any portion of the aforesaid property without the written agreement of the other party.

VI. BUSINESS INTERESTS.

The parties acknowledge that the parties are joint owners of two (2) businesses known as "Image Builders, Inc." and "Omega Mail Services" located in Nashville, Tennessee. The Wife agrees that any interest that she might have in the aforesaid business shall be divested from her and reinvested in the Husband so that he shall own both of these businesses as his sole property, free and clear of any right, title or interest of the Wife. The Husband agrees to be solely responsible for any encumbrances or liabilities the parties may have incurred as a result of the their ownership of Image Builders, Inc. and Omega Mail Services, and he agrees to indemnify and hold the Wife harmless thereon. The Wife agrees to execute all documents necessary to convey her interest therein to the Husband.

The parties agree that Image Builders, Inc. owes the Wife the sum of Five Thousand Fifty and No/100 ($5,050.00) Dollars. The Husband agrees to pay the Wife this sum within 24 months of entry of the Final Decree of Divorce. No interest shall accrue on this debt unless it is not paid in full as set out herein; thereafter, interest at the statutory judgment rate of 10% shall accrue on the unpaid portion.

VII. DEFERRED INCOME AND RETIREMENT BENEFITS.

A) Wife's. The parties acknowledge that the Wife has acquired an interest in certain deferred income and/or retirement benefits as a result of her employment during the marriage. The Husband agrees to and does hereby relinquish any right, title or interest that he might have in those benefits of the Wife, so that she shall own her retirement benefits as her sole property, free and clear of any right, title or interest of the Husband.

B) Husband's. The parties further acknowledge that the Husband has acquired an interest in certain deferred income and/or retirement benefits as a result of his employment during the marriage. The Wife agrees to and does hereby relinquish any right, title or interest that she might have in those benefits of the Husband, so that he shall own his retirement benefits as his sole property, free and clear of any right, title or interest of the Wife.

VIII. MARITAL DEBTS.

The Wife agrees to be solely responsible for the debt owed by her to Four Corners. The Wife agrees to indemnify and hold the Husband harmless therefrom.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically

herein, and that they shall each indemnify and hold the other harmless thereon.

IX. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

X. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

XI. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

XII. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed equally to the parties.

XIII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties shall be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIV. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XVI. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVII. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVIII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XIX. NO UNDUE INFLUENCE.

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.

XX. SEVERABILITY.

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

XXI. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole

property, free and clear of any right, title or interest of the other.

XXII. 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 Marital Dissolution Agreement.

XXIII. 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 represents a division of property by co-owners.

XXIV. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

WITNESS OUR HANDS, this 31st day of October, 2001, as to the Wife, and this 29 day of oct, 2001, as to the Husband.

Deborah Annette Bishop

WIFE: Deborah ~~Ann~~ Bishop
Annette DB

James Girard Whitehill

HUSBAND: James Girard Whitehill

STATE OF TENNESSEE §
§
COUNTY OF Davidson §

Annette DB EA

Personally appeared before me, the Wife: Deborah ~~Ann~~ Bishop, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 31st day of October, 2001.

NOTARY PUBLIC

My Commission expires: 3-29-03

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, the Husband: James Girard Whitehill, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 29th day of October, 2001.

NOTARY PUBLIC

My Commission expires: 9-25-04

The current addresses of the parties are as follows:

Wife	Husband
Deborah Annette Bishop	James Girard Whitehill
1117 Gleaves Glen Drive	3115 Edgemont Drive
Mt. Juliet, Tennessee 37122	Donelson, TN 37214

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause should be and are hereby taxed equally to the parties, for which let execution issue, if necessary.

ENTER this 15 day of November, 2001.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS No. 12067
Attorney for Wife, Deborah Annette Bishop
214 Third Avenue, North
Nashville, TN 37201
Telephone : [615] 244-2070
Facsimile : [615] 254-5639

I, LINDA NEAL, CLERK, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE.

NOV 15 2001

LINDA NEAL
GENERAL SESSIONS CLERK
WILSON COUNTY, TN

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been served upon, Andrew Cate, attorney for Mr. Whitehill, at 211 7th Avenue North, Ste. 500, Nashville, TN 37219, by United States mail, first-class, postage prepaid, this 15th day of November, 2001.

MARY ARLINE EVANS