172C-/ 15?2

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA HARRIS TAYLOR,	]	
	]	
Complainant,	]	
	]	
vs.	]	**No. 96D-2315**
	]	
JAMES HENRY TAYLOR,	]	
	]	
Defendant.	]	

Davidson County DEEDDIV
Recvd: 09/16/02 09:15 10pgs
Fees:52.00 Taxes:0.00
20020916-0112082

FINAL DECREE

This cause came on for final hearing on February 20, 1998, before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Wife, personal service of process upon Husband, submission to the Court of a properly executed Marital Dissolution Agreement of the parties, submission to the Court of a Notice of Submission and the entire record herein, from all of which the Court finds that the marriage of the parties is irretrievable broken and pursuant to T.C.A. 36-4-103, should be dissolved restoring both parties to the status of unmarried persons.

It is therefore, **ORDERED, ADJUDGED** and **DECREED** that the bonds of matrimony heretofore existing between the parties be, and are hereby, forever, and perpetually dissolved, and pursuant to T.C.A. 36-4-103, **LINDA HARRIS TAYLOR** shall be and is hereby awarded an absolute divorce from **JAMES HENRY TAYLOR,** and both parties are restored to all the rights and privileges of unmarried persons.

It is further **ORDERED** 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. Said agreement shall be incorporated herein as the findings of the Court as follows:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA HARRIS TAYLOR,	]	
	]	
Complainant,	]	
	]	
vs.	]	**No. 96D-2315**
	]	
JAMES HENRY TAYLOR,	]	
	]	
Defendant.	]	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Second Circuit Court for Davidson, Tennessee, a Complaint for Absolute Divorce filed by **LINDA HARRIS TAYLOR**, Plaintiff (hereinafter referred to as "Wife"), against **JAMES HENRY TAYLOR**, Defendant (hereinafter referred to as "Husband"), under docket no. 96D-2315, and

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

WHEREAS, both 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 contained herein.

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 the divorce and is not a sale, exchange or other disposition, but is an equal division of property by co-owners.

4. **TRIAL:** Wife shall proceed to trial to obtain an uncontested absolute divorce from Husband upon the grounds of Irreconcilable Differences.

5. **REAL PROPERTY:** The parties own real property located at 218 Hickory Forge Drive, Antioch, Tennessee 37013. The parties agree that Wife shall retain said real property as separate property, free and clear of any claim of Husband and all right, title and or interest in and to said property shall be divested from Husband and vested in Wife. Said property is described in words and figures as follows:

> **Being** Lot No. 19 on the Plan of Second Revision, Section Two, Bell Forge Village, of record in Book 5200, page 695, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description of said lot, said description being incorporated herein as fully as if copied herein verbatim.
>
> **BEING** the same property conveyed to James H. Taylor and wife, Linda H. Taylor, by deed from Mark E. Barcley and wife, Tracey Lewis Barcley, of record in Book 7675, Page 321, and re-recorded in Book 9206, Page 939, Register's Office for Davidson County, Tennessee.

Husband shall be solely responsible for the total indebtedness existing on said property and shall indemnify and hold Wife harmless from and against any liability for same. Upon Wife's death and or remarriage, Husband's financial obligation to pay the mortgage payments on said property shall terminate, however this contingency in no way renders the obligation by Husband to be modified and reduced and or terminated. The payment of the mortgage indebtedness is not income to Wife for tax purposes and is not deductible for tax purposes by Husband. The payment of said mortgage indebtedness is necessary for Wife's support and maintenance and is non-dischargeable in bankruptcy.

Husband shall receive the tax benefit of the property taxes and mortgage interest payment made by him on said property. The payment of said mortgage indebtedness is necessary for Wife's support and maintenance and is non-dischargeable in bankruptcy.

Husband shall obtain credit life insurance on his life, making Wife the owner thereof, so that upon his untimely death, the

balance of the mortgage payment to Douglas County Bank and Trust, P.O. Box 4340, Omaha, Nebraska 68104-0340 loan number 22774, in the approximate balance of $65,000, shall be paid in full. Wife shall pay the quarterly premiums to maintain said insurance.

6. **ALIMONY IN FUTURO**: The parties agree that Husband shall pay directly to Wife the sum of **TWELVE HUNDRED DOLLARS ($1200)** per month as alimony, necessary for her support and maintenance and non-dischargeable in bankruptcy, with the same commencing in February, 1998, and continuing each and every month thereafter until Wife's remarriage or death, whichever occurs first. Said alimony payments shall be paid in two (2) equal installments of **SIX HUNDRED DOLLARS ($600)** so that Wife receives same on or before the first (1st) and fifteenth (15th) day of each month.

7. **VEHICLES**: The parties acknowledge that Husband shall retain the company car presently in his possession, free and clear of any claim of Wife. Wife shall keep the 1991 Honda automobile in her possession free and clear of any claim of Husband. Husband shall pay the indebtedness on Wife's vehicle in full to Bank One of Kentucky, account number 1899574, and shall indemnify and hold Wife harmless thereon. The payment of said indebtedness is necessary for Wife's support and maintenance and is non-dischargeable in bankruptcy.

8. **HOUSEHOLD FURNITURE AND FURNISHINGS**: The parties agree that Wife shall retain the household furnishings and furniture located in the residence as separate property, free and clear of any claim of the Husband. Husband shall retain the personalty in his possession as separate property free and clear of any claim of Wife.

9. **MARITAL DEBT AND FUTURE CREDIT**: The parties agree that they have certain marital indebtedness for which Husband shall be solely financially responsible for. Husband shall pay all of said indebtedness in full, indemnifying and holding Wife harmless thereon. Said indebtedness shall include Wife's medical expenses incurred through January, 1998.

The parties further agree that neither shall further encumber the credit of the other party following the signing of this Marital Dissolution Agreement.

10. PERSONAL INDEBTEDNESS: The parties agree that any indebtedness incurred by either party not disclosed in this Agreement shall be the sole and separate responsibility of the party incurring said indebtedness and said party shall indemnify and hold the other party harmless on said indebtedness.

11. LIQUID ASSETS: The parties agree that each shall retain sole ownership of the IRAs, savings accounts and checking bank accounts presently in their individual name, free and clear of any claim of the other.

12. JEWELRY AND WEARING APPAREL: Each party shall be awarded the sole and exclusive ownership of his or her jewelry and personal wearing apparel, free and clear of any claim of the other.

13. PENSIONS: The parties agree that Husband's pension vested in Methodists Publishing Company shall be divided equally so that Wife shall receive 50% of said benefit upon Husband's retirement. Husband shall execute any necessary documents for the entry of a Qualified Domestic Relations Order effectuating this division of marital property.

14. LIFE INSURANCE: The parties agree that Wife shall be the sole and irrevocable beneficiary of Husband's existing life insurance policy through his employer, Neil Sanders Inc., in the approximate face value of $15,000. The parties further agree that Wife shall become the owner and irrevocable beneficiary of Husband's life insurance policy with Globe Life Insurance Company, policy number #00B421027, in the approximate face value of $10,000. Husband shall execute the necessary documents to effectuate this agreement.

15. ATTORNEY'S FEES: The parties agree that each shall pay their respective attorney's fees.

16. COURT COSTS: The parties agree that Husband shall pay any court costs in connection with this litigation not heretofore paid by Wife.

17. **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 party harmless for the payment thereof, the parties understand and agree that their obligations are nondischargeable debts under Section 523(a)(5) of the Bankruptcy Reform Act of 1978 (or any corresponding provision in any other bankruptcy law), these obligations being part of the final financial support settlement for both parties. These financial obligations on the part of both parties are not a part of the property settlement. The division of the property is set forth elsewhere in the property settlement agreement.

18. **FAIRNESS OF AGREEMENT**: The parties acknowledge that the provisions of this Agreement for support and maintenance are fair, equitable, and satisfactory, and in keeping with their accustomed standard of living and reasonable requirements.

19. **VOLUNTARY ACCEPTANCE**: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement fully, adequately, and sufficiently provides for the property rights and debt liability; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

20. **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.

21. **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 thereof and that they have signed the same voluntarily.

22. **EFFECTIVE DATE OF AGREEMENT**: The parties agree that the Marital Dissolution Agreement shall become fully effective and

shall bind the parties upon the signing of the Agreement by both parties.

23. ALIMONY WAIVER: Wife hereby waives any further claim for alimony, past, present, or future, other than is specifically contained in this Agreement.

24. COUNSEL OF RECORD: Upon the entry of the final decree in this cause, the attorneys of record shall be released of any further representation of their respective client, and shall no longer be held as surety for subsequent Court costs.

25. SEVERABILITY: 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.

WITNESS OUR HANDS, this the 20th day of February, 1998, as to Wife and the ____ day of February, 1998, as to Husband.

"WIFE"

Linda H. Taylor
LINDA HARRIS TAYLOR

"HUSBAND"

James H. Taylor
JAMES HENRY TAYLOR

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **LINDA HARRIS TAYLOR**, who made oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this the 20th day of February, 1998.

Michelle Sawyer
Notary Public

My Commission Expires: 9/23/2000

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, the within named Bargainor, **JAMES HENRY TAYLOR**, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this the 20th day of February, 1998.

Michelle Sawyer
Notary Public

My Commission Expires: 9/23/2000

It is further **ORDERED** that the costs of this cause, not heretofore paid by Wife, shall be paid by Husband, for all of which execution may issue, if necessary.

ENTERED this 20 day of February, 1998.

JUDGE

APPROVED FOR ENTRY:

Sandra Jones #7082
Attorney for Wife
213 Third Avenue, North
Nashville, Tennessee 37201
615-256-6401

Andrew M. Cate #12594
WAYNICK & CATE
Attorney for Husband
211 Donelson Pike, Suite 2
P.O. Box 148058
Nashville, Tennessee 37214
615-889-2889

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 20 day of FEBRUARY , 1998 , in the Case Number 96D2315 between TAYLOR, LINDA HARRIS Plaintiff, and TAYLOR, JAMES HENRY Defendant, as same remains of record in Vol. 172C , Page 1895 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 16 day of SEPTEMBER in the year two thousand two and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

