FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2002 AUG 27 PM 4:29

RICHARD R. ROOKER, CLERK

D.C.

ERNEST KAYE JOHNSON, III,

Plaintiff,

vs.

CLARA LOUISE JOHNSON,

Defendant.

NO: 01D-2706

Davidson County DEEDDIV
Recvd: 09/16/02 12:55 13pgs
Fees:67.00 Taxes:0.00
20020916-0112434

FINAL DECREE OF DIVORCE

THIS CAUSE come on to be considered on the 27th day of August, 2002, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon the Marital Dissolution Agreement executed by the parties and previously filed in this cause and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff ERNEST KAY JOHNSON, III, is hereby awarded an absolute divorce from the Defendant CLARA LOUISE JOHNSON on the grounds of irreconcilable differences, and the parties are hereby restored to all rights and privileges of unmarried persons.

The Husband's current address is 1705 Windover Drive, Nashville, TN 37218. The Wife's current address is 1000 17th Avenue North, Nashville, TN 37208.

The Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties in a Marital Dissolution Agreement executed by these parties which is hereby approved and made the Order of this Court. A copy of the Marital Dissolution Agreement is attached hereto and incorporated herein by reference.

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B. Rawls D.C.

ERNEST KAYE JOHNSON, III,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**NO: 01D-2706**
	)	
CLARA LOUISE JOHNSON,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between ERNEST KAYE JOHNSON, III, hereinafter referred to as "Husband," and CLARA LOUISE JOHNSON, hereinafter referred to as "Wife," for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted.

THEREFORE, with the understanding that this Agreement will be used in a Davidson County Fourth Circuit Court divorce action, Docket No. 01D-2706, the parties do agree as hereinbelow set out:

1. The only real property that the parties owned jointly is a house and lot located at 1705 Windover Drive, Nashville, TN 37218, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 7, Gardner's Gold Coast Subdivision, as of record in Book 2133, page 79, Register's Office for said County.
>
> Said Lot No. 7 fronts 187.5 feet on the northerly side of Windover Drive and extends back between lines 358 feet on the easterly line and 341 feet on the westerly line to a dead line in the rear, measuring 89.37 feet thereon.

Regarding said real property, the parties agree as follows:

(a) The Husband shall have all right, title and interest in and to said real property; and the Wife hereby waives any interest in, or rights to said real property she may have. All interest in and to said real property is hereby divested out of the Wife and vested solely in the Husband.

(b) The Husband hereby agrees to be solely responsible for the timely repayment of the mortgage indebtedness, taxes, insurance and maintenance on said real property; and he shall hold the Wife harmless therefrom.

(c) The Wife has executed a Quitclaim Deed in favor of the Husband, wherein she conveyed all of her right, title and interest in and to said real property solely to the Husband, Wife having already received her share of the equity.

(d) The parties hereby agree to sign any other documents necessary in order to effectuate the provisions herein.

2. Wife is awarded the 1998 Nissan Altima, VIN No. 1N4DL0107WC104850, free and clear of any claims of the Husband. The vehicle is completely paid for and is currently titled in Husband's name. Husband shall sign whatever documents are necessary to transfer title to Wife.

Husband is awarded the BMW and the Jeep vehicles, which already are titled in the Husband's name only, free and clear of any claims of the Wife. He also is awarded the 1988 Catalina Sailboat, free and clear of any claims of the Wife. He shall assume and pay all debts and liabilities associated with the vehicles and the sailboat awarded to him and shall indemnify Wife and hold her harmless therefrom.

3. Each party is awarded the personal property in his or her own possession free and clear of any claims of the other party. Prior to the signing of this Agreement, Husband has looked for a long list of items requested by Wife. He has found approximately one-hundred twenty-five (125) such items which he has turned over to Wife. These items generally are described as follows and are awarded to Wife free and clear of any claims of the Husband: a) Crystal green pitcher set with glasses; b) Dishes with flower pattern, including cups, saucers, plates, and serving pieces; c) Silver items, including pitchers, candle holders, salt shaker, and serving trays; and d) Other miscellaneous items, including books, pictures and wall art.

4. The parties acknowledge that they may each have acquired an interest in certain retirement or pension benefits as a result of their respective employment. Each party agrees to relinquish any claim or interest that he or she might have in the retirement or pension benefits of the other so that each party shall own his or her retirement or pension benefits as his or her sole property, free and clear of any interest or claim of the other party. Husband warrants that he has no retirement plan.

5. The parties acknowledge that they are the natural parents of two (2) children, namely: Ernest Kaye Johnson, IV, born May 7, 1977; and Clara Delores Johnson, born December 27, 1982, and said children have reached the age of majority and are fully emancipated.

6. Husband is awarded his medical business and all assets related thereto. He shall pay all debts and liabilities related to that business and shall indemnify Wife and hold her harmless therefrom.

7. Husband shall assume and pay all debts in his name. He shall indemnify Wife from said debts and hold her harmless therefrom. Wife shall assume and pay all debts in her name. She shall indemnify Husband from said debts and hold him harmless therefrom. Neither party will incur additional indebtedness based on the credit rating or income of the other party after the date of this agreement. The parties have no joint debts.

8. To even out the property division between the parties, Wife is awarded a judgment against Husband in the amount of $54,000.00, payable in monthly installments of $750.00. The payments shall be made directly to Wife beginning on September 1, 2002, and continuing each month thereafter until paid in full. Wife shall not execute on the judgment, and no interest will be added, as long as Husband makes his monthly payments in a timely manner by the fifth day of each month. If any payment is not made by the fifth day of the month, Wife may execute on the balance owed on the judgment as of that date and interest shall start to run at the statutory judgment rate.

9. Wife also is awarded a judgment against Husband in the amount of $4,000.00 for attorney fees. This judgment shall be payable in monthly installments of $500.00, which shall be paid by Husband to Blackburn & McCune, Account No. J3006, to be applied to Wife's legal bill. Payments shall begin on September 15, 2002 and continue monthly thereafter until paid in full. Wife shall not execute on the judgment, and no interest will be added, as long as Husband makes his monthly payments in a timely manner by the fifteenth day of each month. If any payment is not made by the fifteenth day of the month, Wife may execute on the balance owed on the judgment as

of that date and interest shall start to run at the statutory judgment rate.

10. Neither party shall receive alimony from the other party and they hereby waive any right they may have thereto.

11. Wife hereby waives any claim she may have to back child support from the Husband.

12. Each party shall pay his or her own attorney's fees, except as provided herein, and the parties shall split the Court costs of this cause.

13. The parties acknowledge that Irene R. Haude and Audrey L. Anderson are not tax or bankruptcy attorneys and they have not given any tax or bankruptcy advice. The parties further acknowledge that Irene R. Haude represents Husband only and Audrey L. Anderson represents Wife only. The parties have had adequate opportunity to seek any tax and/or bankruptcy advice they wished to seek prior to signing this Marital Dissolution Agreement.

14. The parties have begun discovery in this case, but it is not completed at the time of the signing of this Agreement. Both parties acknowledge that it is in their best interest to proceed with this Agreement and they have adequate knowledge of the marital assets and debts to value their positions and enter into a settlement per the terms of this Agreement.

15. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party. The debts that Husband assumes and/or from which he holds Wife harmless are necessary for the daily expenses of Wife. The debts that Wife assumes and/or from which she holds Husband harmless are necessary for the daily expenses of Husband.

16. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

17. 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's fees, incurred in prosecuting the action. The parties understand that the court has discretion on the issue of attorney fees.

18. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending or about to be filed in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

19. It is understood and agreed 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 other's property, including without limitation, dower, curtesy, 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 of the other's estate except as provided by the terms of this Agreement.

This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

20. The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither of them shall receive any proceeds as a beneficiary of the other party from and after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereinafter executed designating the other as a beneficiary. In the event that funds are received under an old beneficiary designation, the recipient shall return the funds to the other party or to that party's heir(s) or estate.

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns. The Agreement becomes effective immediately upon execution thereof by the last party.

22. The parties acknowledge that there are no 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 full disclosure to each other of all assets and debts in which they have an interest or on which they have an obligation.

23. 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.

24. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

25. In the event 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.

26. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

27. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, or by Order of the Court and this requirement cannot be waived by oral agreement. It becomes a binding contract between the parties upon the signature of the second party before a Notary.

ERNEST KAYE JOHNSON, III

CLARA LOUISE JOHNSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid

County and State, ERNEST KAYE JOHNSON, III, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 27 day of August, 2002.

Cristina Thomas
NOTARY PUBLIC
My Commission expires: 3/26/05

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, CLARA LOUISE JOHNSON, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 27 day of August, 2002.

Cristina Thomas
NOTARY PUBLIC
My Commission expires: 3/26/05

IT IS ORDERED, ADJUDGED AND DECREED that all provisions of the Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall pay his or her own attorney fees, if any, except as provided in the parties' Marital Dissolution Agreement. All court costs shall be divided equally between the parties, for which execution may issue, if necessary.

ENTERED this 27th day of Aug, 2002.

JUDGE

APPROVED FOR ENTRY:

Irene R. Haude, No. 12104
Attorney for Husband
Suite 208 Cavalier Building
95 White Bridge Road
Nashville, TN 37205
(615) 356-1580

Audrey L. Anderson #19278

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to AUDREY L. ANDERSON, ESQUIRE, 201 Fourth Avenue North, SunTrust Building, Suite 1700, Nashville, TN 37219, on the 27th day of August, 2002.

Irene R. Haude

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 27 day of AUGUST , 2002 , in the Case Number 01D2706 between JOHNSON, ERNEST KAYE III Plaintiff, and JOHNSON, CLARA LOUISE Defendant, as same remains of record in Vol. 4702 , Page 867537 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 12 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

