FILED

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

D.C.

KATHERINE LEE (CASTLEMAN) PORTER)
)
Plaintiff,)
)
)
VS.) NO. 95D-1831
)
)
CURT WILSON PORTER)
)
Defendant.)

Davidson County DEEDDIV
Recvd: 08/14/03 13:38 8pgs
Fees:42.00 Taxes:0.00

20030814-0117076

FINAL DECREE

This cause came on to be heard on the 14th day of August, 1995, before the Honorable Muriel Robinson, Judge, upon the Complaint of Plaintiff, Katherine Lee (Castleman) Porter, hereinafter "Wife", the notarized Marital Dissolution Agreement signed by both the Wife and the Defendant, and the entire record herein, from all of which the Court finds that the averments of Wife's Complaint as to irreconcilable differences between Wife and Defendant, Curt Wilson Porter (hereinafter "Husband"), are sustained by the proof; that irreconcilable differences exist between Husband and Wife; and that by said Marital Dissolution Agreement, the parties have made adequate and sufficient provision by written agreement for the settlement of the property rights of the parties in the equitable division of their marital property and said Marital Dissolution Agreement should be approved.

The Husband's current address is 3902 Ivy Drive, Nashville, Tennessee 37216. The Wife's current address is 1109 Ardee Avenue, Nashville, Tennessee 37216.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Marital Dissolution Agreement heretofore executed by the parties is approved by the Court and each and every provision of said Agreement is hereby made a specific order and decree of this Court, which Agreement is in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, KATHERINE LEE (CASTLEMAN) PORTER, Plaintiff, hereinafter referred to as "Wife, and CURT WILSON PORTER, Defendant, hereinafter referred to as "Husband", are married but have experienced marital difficulties, and

WHEREAS, there is pending in the Fourth Circuit Court of Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife, bearing Case Number 95D-1831 to which cause reference is heremade, and

WHEREAS, Husband has waived Service of Process and any further service and the filing of an Answer to the Complaint for Divorce pursuant to the provisions of T.C.A. 36-4-103, such waiver of service to be valid for a period of one hundred and twenty (120) days from the date the last party signs this Marital Dissolution Agreement, and

WHEREAS, the parties desire to enter into a settlement regarding the division of their property, subject, however, to the approval of the Court, which agreement, on approval by the Court, would become a part of the Final Decree entered in this cause,

NOW, THEREFORE, IT IS AGREED by the parties hereto 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. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of the same.

WAIVER: The parties hereto exclusive of the terms and provisions of this instrument, each waive all rights, title and

interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, homestead, exemption, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of actions, except 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.

Both parties waive any separate and distinct claim to any retirement and pension benefits of the other party except as set out by this Agreement herein, although they are aware of their rights regarding any such pension and retirement benefits.

ENTIRE AGREEMENT: This Agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this Contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the State of Tennessee shall govern this Agreement with all respects.

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 Court shall award reasonable attorney's fees and suit expense 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 this Agreement.

SEVERANCE: 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.

INCORPORATION, PERMANENT AND PENDENTE LITE: In the event of a divorce, it is agreed by the parties that this Agreement shall be incorporated in the Final Decree. Pending the entry of the Final Decree, the parties agree to the filing of this Agreement and, by said filing, stipulate to these terms being enforceable as if they were, at the moment of signing, an order of this Court. This agreement is entered into in anticipation of the granting of a final divorce and shall be considered null and void unless a final decree is entered on the grounds of irreconcilable differences.

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 the 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 reaching 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 of 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.

LEGAL REPRESENTATION: Wife is represented in these proceedings by Tina S. Pressley and Husband acknowledges that he has not relied upon any statements or representations made by Tina S. Pressley in entering into this agreement and has either relied upon his own judgment and discretion in the matter or has sought independent advice and counsel.

RESIDENCE: The Husband is the owner of the residential property located at 3902 Ivy Drive, Nashville, Tennessee 37216. Said property is encumbered by a first mortgage indebtedness owing to Wells Fargo Bank, Account #8193773, in the approximate amount of $40,146.00. Said real estate is also encumbered by a second mortgage held by First Union Bank, Account #4340-0806-0002-8933, in the approximate amount of $10,298.00. Husband shall be vested with title to said realty, subject to the first and second mortgage indebtedness owing thereon and shall hold Wife harmless and exempt from any liability therefore.

HOUSEHOLD FURNITURE AND FURNISHINGS: Husband and Wife shall each receive all of the household furniture and furnishings as has been previously divided and is currently in each parties possession.

1981 LINCOLN: Wife is the owner of a 1981 Lincoln automobile with no lien indebtedness owing thereon. Said title to automobile shall remain vested in Wife.

1986 GMC S15: Husband is the owner of a 1986 GMC S15 automobile with no lien indebtedness owing thereon. Said title to automobile shall remain vested in Husband.

1978 TRIUMPH BONNEVILLE MOTORCYCLE: Husband is the owner of a 1978 Triumph Bonneville motorcycle with no lien indebtedness owing thereon. Said motorcycle shall remain vested in Husband.

CREDIT CARDS: Each party maintains one (1) or more separate credit card charge accounts and each party shall pay their own indebtedness and hold the other party harmless and exempt from any liability therefore.

IRS DEBT: The parties have an indebtedness owing to the IRS in the approximate amount of $1500.00 for 1994 income taxes. Each party shall pay one-half (1/2) of the IRS debt.

COURT COSTS: Husband shall pay all attorney fees and court costs in this cause.

EXECUTED this the 9th day of August, 1995.

/s/ katherine lee castleman porter
KATHERINE LEE (CASTLEMAN) PORTER, Plaintiff

/s/ curt wilson porter
CURT WILSON PORTER, Defendant

/s/ tina s. pressley
TINA S. PRESSLEY, Reg. No. 016859
Attorney for Plaintiff
2745 North Mt. Juliet Road
P.O. Box 726
Mt. Juliet, Tennessee 37122
Telephone: (615) 758-5832

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, KATHERINE LEE (CASTLEMAN) PORTER, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 9th day of August, 1995.

/s/ amy b. simms
NOTARY PUBLIC

My commission expires: 4/28/97

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, CURT WILSON PORTER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 9th day of August, 1995.

/s/ amy b. simms
NOTARY PUBLIC

My commission expires: 4/28/97

IT IS ORDERED, ADJUDGED AND DECREED that Wife is granted an absolute divorce from Husband, that Wife is restored to all of the rights and privileges of an unmarried person and the bond of matrimony heretofore existing between the parties are perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the cost of this cause shall be, and are hereby taxed to the Husband.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 14th day of August, 1995.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Tina S. Pressley
TINA S. PRESSLEY, Reg. No. 016859
Attorney for Plaintiff
2745 North Mt. Juliet Road
P.O. Box 726
Mt. Juliet, Tennessee 37122
Telephone: (615) 758-5832

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U. S. Mail to Mr. Curt Wilson Porter, 3902 Ivy Drive, Nashville, Tennessee 37216. This the 14th day of August, 1995.

Tina S. Pressley
TINA S. PRESSLEY

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 14 day of AUGUST , 1995 , in the Case Number 95D1831 between PORTER, KATHERINE LEE (CASTLEMAN) Plaintiff, and PORTER, CURT WILSON Defendant, as same remains of record in Vol. 247A , Page 374 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 14 day of AUGUST in the year two thousand three and in the 227th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk