IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

FILED
1999 SEP 22 PM 2:4
RICHARD R. ROOKER, CLER
B Murray D.C

JILL O'NEAL MADDUX,]
Plaintiff,]
vs.] NO. 99D-2024
DANIEL FRANCIS MADDUX,]
Defendant.]

Davidson County DEEDDIV
Recvd: 09/29/04 11:14 8pgs
Fees:42.00 Taxes:0.00
20040929-0117092

FINAL DECREE

This cause was submitted to the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original petition of Plaintiff seeking an absolute divorce on the grounds of Irreconcilable Differences, the Marital Dissolution Agreement entered into by and between the parties, from all of which the Court finds that the parties are entitled to an absolute divorce on the grounds of Irreconcilable Differences; further, 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 them.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff, JILL O'NEAL MADDUX, be, and she is hereby awarded an absolute divorce from the Defendant, DANIEL FRANCIS MADDUX, on the grounds of Irreconcilable Differences, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement entered into by and between the parties be approved in its entirety, the same being in words and figures as follows:

490-2024

SECOND CIRCUIT

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RICHARD R. ROOKER, CLERK

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made this 12th day of July, 1999, by and between JILL O'NEAL MADDUX, hereinafter referred to as "Wife", and DANIEL FRANCIS MADDUX, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, the parties contemplate filing a divorce action in the Circuit Court for Davidson County, Tennessee, wherein Plaintiff will seek an absolute divorce from Defendant, and the parties are desirous of settling certain issues arising out of the marriage relating to division of property, payment of debts, and all other marital rights; and

WHEREAS, the parties desire to define their respective rights and obligations to each other and to record their understanding.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. This agreement has been entered into between Husband and Wife for the purpose of defining their respective rights and obligations in the event of a final decree of absolute divorce in the action to be filed in the Circuit Court for Davidson County, Tennessee, and on the condition that the provisions hereof are approved by the Court and incorporated in substance in such final decree. In the event that the Court directs the entry of a final decree of divorce, either party may submit a decree for the approval of the Court, incorporating in substance the provisions of this agreement.

2. Wife is filing a complaint for absolute divorce in the Circuit Court for Davidson County, Tennessee, in connection with this agreement. Husband, by signing this agreement, waives further service of process or notice and acknowledges receipt of a copy of this agreement and the complaint in this cause to which he will make no further answer and consents to the entry of a default judgment and final decree of divorce. Wife will pay the court costs in connection with the divorce action.

3. Husband and Wife claim no alimony, either pendente lite or permanent, and waive any claim they may have hereto in any divorce action between them. Each party will be responsible for and pay their respective attorney's fees.

4. Wife will convey by quitclaim deed all her right, title and interest in the residence of the parties located at 7245 Green Meadows Lane, Nashville, Tennessee 37221. Husband agrees to assume and pay and forever hold Wife harmless from the indebtedness owing thereon that was originally in the principal sum of $105,000.00 as referenced by a certain Deed of Trust executed by the parties on April 24, 1998.

5. Wife has a Rollover IRA account with Fidelity Trust Company as Custodian that has a value of $11,902.46 as of May 25, 1999. The parties agree to divide this account equally between them by way of a Qualified Domestic Relations Order as of the date of granting of the divorce.

6. Wife has a 401K Plan that has a balance of $11,580.84 as of March 31, 1999 and a Caterpillar Stock Purchase Plan that has a value of $949.06 as of April 27, 1999. These two accounts shall become the sole property of Wife and Husband shall be divested of all interest therein.

7. Husband has an IRA Account provided by his employer, Maddux Builders, Inc., with Fidelity Trust Company that has a balance of approximately $1,500.00. Any and all interest in this account shall be divested out of Wife and shall vest solely with Husband.

8. Husband is currently an insured under the health, dental and eye insurance provided by Wife through her employer. The parties agree that Husband will be allowed to maintain this coverage and be an insured under that policy until the date of the divorce. Pending the granting of the divorce, Husband will be responsible for any deductibles, co-payments, and other amounts not covered by the insurance.

9. All furniture and furnishings of the parties have been divided and title shall vest in the party having possession upon execution of this agreement.

10. The parties do not have any joint debts. The parties have no joint bank accounts and claim no interest in the accounts of the other. The parties own vehicles in their individual names.

11. The parties acknowledge that this agreement creates certain obligations and responsibilities between them. In the event of failure or default of either party to carry out the terms and conditions and provisions contained herein, the party in default agrees to be responsible for all costs and expenses incurred by the other party to enforce the terms and conditions herein, including the payment of court costs and reasonable attorney's fees, if needed.

12. Each party expressly agrees that he or she has entered into this agreement after mutual consideration, that consent to the execution of this agreement has not been obtained by duress, fraud or undue influence by any person, and that no representations of fact have been made by either party to the other except as herein set forth, each has full knowledge of the business of the other, and this agreement is fair and reasonable. This agreement shall be binding upon the respective heirs, next of kin, executors, administrators and assigns of the parties.

13. Each of the parties agree to execute and to deliver to the other party all documents that may be reasonably required to accomplish the intention of this agreement and shall do all things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this agreement.

14. This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

15. Following the execution of this agreement, neither party shall be authorized to act as agent for the other in any transaction, and each agrees that he or she shall not incur any debts or obligations for which the other shall be liable or responsible. Each agrees to indemnify and hold the other harmless against any and all debts or obligations made or incurred by him or her after the date of this agreement. If either party shall be compelled to pay any of the debts assumed by the other, he or she shall indemnify the other to the full extent of the amount paid.

16. The parties agree that all obligations for paying certain debts and/or indemnifying and holding each other harmless from any liability thereof required by the terms of this agreement shall be deemed a support obligation under 11 U.S.C. 523(5) which is not dischargeable in bankruptcy.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement on the date first above written.

Jill O'Neal Maddux

JILL O'NEAL MADDUX

Daniel Francis Maddux

DANIEL FRANCIS MADDUX

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JILL O'NEAL MADDUX, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, this 9th day of July, 1999.

Dunojah A. Baker
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-28-2002

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DANIEL FRANCIS MADDUX, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of July, 1999.

Dunojah A. Baker
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-28-2002

It is further ORDERED, ADJUDGED and DECREED that Plaintiff is restored to her maiden name of JILL MARIE O'NEAL.

The costs of this cause are taxed to the Plaintiff, for which execution shall issue, if necessary.

ENTERED this 22nd day of September, 1999.

CARLETTA SHIRLEY, JUDGE
by interchange

APPROVED FOR ENTRY:

EARL J. PORTER, JR., #2530
Attorney for Plaintiff
214 Third Avenue North
Nashville, TN 37201
(615)244-2070

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded by U. S. Mail, Postage Prepaid, to:

Worrick G. Robinson, IV
Attorney for Defendant
446 James Robertson Parkway
Suite 200
Nashville, TN 37219-1501

THIS _____ DAY OF SEPTEMBER, 1999.

EARL J. PORTER, JR.

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 22 day of SEPTEMBER , 1999 , in the Case Number 99D2024 between MADDUX, JILL O'NEAL Plaintiff, and MADDUX, DANIEL FRANCIS Defendant, as same remains of record in Vol. 831 , Page 152384 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 29 day of SEPTEMBER in the year two thousand four and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

