FILED
2001 AUG -3 AM 11:39
RICHARD R. ROOKER, CLERK
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SANDRA HESTER GREER

Vs. No. 01D-259

KENNETH ROBERT GREER

Davidson County DEEDDIV
Recvd: 01/31/05 15:54 11 pg
Fees:57.00 Taxes:0.00
20050131-0011350

FINAL DECREE OF DIVORCE

This cause came before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision for the equitable settlement of any property rights between the parties; and the entire record in this cause. From all of which, it appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife, Sandra Hester Greer be and hereby is awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

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RICHARD R. ROOKER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **SANDRA HESTER GREER**, hereinafter referred to as "Wife" against **KENNETH ROBERT GREER**, hereinafter referred to as "Husband", 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 a Decree of Divorce is granted in this cause, and

WHEREAS, both of these 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 herein contained.

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

(4) **TRIAL:** Wife shall proceed to Court to obtain a divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY:** There are no minor children born of this marriage.

(6) **MARITAL HOME:** The parties own a home located at 113 Lakeside Drive, Goodlettsville, Tennessee. All right, title and interest that Wife has, in and to, said property shall be divested from her and re-invested in Husband in fee simple absolute. He shall assume sole responsibility for the mortgage and the line of credit against said home, and shall hold Wife harmless and indemnify her from any responsibility owing thereon. Wife agrees to execute a quitclaim deed to effectuate the terms of this paragraph.

Wife shall be awarded a lien of ONE HUNDRED FIFTY THOUSAND NINE

HUNDRED FIVE DOLLARS ($150,905.00) against this property until Husband satisfies the marital division contained in paragraph 16 below.

(7) **RENTAL PROPERTY:** The parties have invested, along with a partner, in nine (9) pieces of rental property located in the Davidson County, Tennessee. All right, title and interest that Wife has, in and to the following pieces of real estate shall be divested from her and reinvested in Husband: 1020-1022 Redbud Terrace, Madison, Tennessee; 918 Shelby Avenue, Nashville, Tennessee; 1041 Granda, Nashville, Tennessee; 124 Becker Avenue, Old Hickory, Tennessee; 207 32nd Avenue, Old Hickory, Tennessee; 1213 Shelby Avenue, Nashville, Tennessee; 235 Forest Park, Nashville, Tennessee; 917 Crescent Hill Drive, Nashville, Tennessee; 1301 Neelys Bend Road, Nashville, Tennessee. Husband shall assume any debt owing on these properties and shall hold Wife harmless and indemnify her from any responsibility owing thereon. Wife agrees to sign quitclaim deeds to effectuate the terms of this paragraph.

(8) **VEHICLES:** All right, title and interest that Husband has in and to the 300 Z Nissan shall be divested from him and reinvested in Wife, and she shall assume any liability owing thereon, and hold Husband harmless and indemnify him from any responsibility owing thereon.

All right, title and interest that Wife has in and to the 1995 Nissan Pathfinder, the 1976 Ford Pickup and the 1982 Cheetah Boat shall be divested from her and reinvested in Husband, and he shall assume any liability owing thereon, and hold Wife harmless and indemnify her from any responsibility owing thereon.

(9) **BANK ACCOUNTS:** Wife shall be awarded her checking and savings accounts located at Tennessee Telco Credit Union, free of any claim by Husband. Husband shall be awarded his First Tennessee Checking and Savings Accounts and his Tennessee Telco Credit Union Account, and the Rental Checking and Savings Account, free of any claim by Wife.

(10) **INVESTMENTS:** Wife shall be awarded the following investment accounts and stocks, free of any claim by Husband:

a. ATT Employee Stock Ownership Plan

b. 2 Shares Lucent

c. 6 Shares of Lucent

d. 11 Shares ATT Stock

e. 5 Shares ATT Stock

Husband shall be awarded the Joint E-Trade Account and the Investment Club E-Trade Account, free of any claim by Wife.

The parties shall equally divide all of Husband's Avaya Stock Options, namely: 606 shares of unvested Avaya at $24.6266; 100 shares of unvested Avaya at $21.0938; 400 shares of Lucent at $11.14065; 400 shares of Lucent at $37.34375. The parties agree to equally divide Wife's 150 shares of ATT Stock Options.

(11) **RETIREMENT ACCOUNTS**: Wife shall be awarded her 401K Plan, and her pension plan, free of any claim by Husband.

Husband shall be awarded his Roth IRA with E-Trade in the approximate sum of $1,520.00; his ESOP Plan with Lucent in the approximate amount of $3,968.57; his Merrill Lynch Employee Stock Purchase Plan in the approximate amount of $825.00; 382.02 shares of Lucent in his name; his Fidelity 401K plan, and his Avaya Pension Plan, free of any claim by Wife.

(12) **LIFE INSURANCE POLICIES**: Husband shall be awarded the cash value of the two (2) State Farm Policies on his life and the two (2) policies, free of any claim by Wife.

(13) **BUSINESSES**: Husband shall be awarded his portion of the Rental Business, free of any claim by Wife. Wife shall be awarded any interest the parties have in and to the business known as Tech Net, free of any claim by Husband.

(14) **2000 TAX LIABILITY**: Husband agrees to be solely responsible for any tax liability, penalty or interest, that may accrue from the parties filing a joint 2000 Federal Income Tax Return. Wife shall not unreasonably withhold her signature from said return.

(15) **FURNITURE/FURNISHINGS**: Wife shall be awarded the furniture and furnishings listed in Exhibit "A" attached hereto. Wife agrees to return to Husband the items of furniture and furnishings in her possession that are listed in Exhibit "B", attached hereto. Husband shall be awarded the remaining furniture and furnishings located in the marital home that are not covered by the Exhibit "A'.

Neither party shall make any further extensions of debts in the name of the other party. Each party shall assume responsibility for any debts in their individual name that they have individually accumulated, and they shall hold the other party harmless and indemnify them from any

responsibility owing thereon.

(16) **MARITAL DIVISION:** As a further division of the marital estate, Husband shall pay to Wife, within ninety (90) days of entry of the Final Decree of Divorce, the sum of **ONE HUNDRED FIFTY THOUSAND NINE HUNDRED FIVE DOLLARS ($150,905.00).** Said sum shall be non-taxable to Wife and non-deductible by Husband. Wife shall be awarded a lien against the marital home until said payment is made in full by Husband.

(17) **ALIMONY WAIVER:** Both parties waive any and all claims for alimony, past, present or future.

(18) **ATTORNEY'S FEES:** Each party shall pay their respective attorneys fees.

(19) **COURT COSTS:** Husband shall pay the costs of this cause, for all of which execution may issue.

(20) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(21) **FAIRNESS OF AGREEMENT:** Wife acknowledges that the provisions of this agreement are fair, adequate and satisfactory to her and in keeping with her reasonable requirements.

(22) **VOLUNTARY ACCEPTANCE:** Both parties hereby acknowledge that they are fully apprised of all of the assets and liabilities of the marriage and of their spouse, and that they wish to proceed with the above-styled divorce action with all possible speed, and to minimize costs and attorneys fees associated therewith. Both parties have had the opportunity to retain counsel. By signing this document, each party indicates that that they do not want to proceed with formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts. Both parties acknowledge that they have not been given any tax advise by their attorneys. The parties further release the attorneys of record from any obligation to complete the discovery process. Each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(23) **ENTIRE AGREEMENT:** This Agreement contains the entire

understanding of the parties, and here are no representations, warranties, covenants or undertakings other than those expressly set forth in this agreement.

(24) **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 nondischargeable debt under 11 USC section 523(a)(5) or section 523 (a)(15) of the Bankruptcy Code. The parties agree that with respect to the debts that they are assuming, each debtor has the ability to pay said debts from income not reasonably necessary for the maintenance or support of the debtor, or debtor's dependents, or own business. Each debtor also states that the benefit to the former spouse or child(ren) outweighs the determent that it could cause to said debtor.

(25) **COMPLETE DISCLOSURE:** Each party has made a full and complete disclosure of his or her assets and liabilities.

(26) **ESTATE WAIVER:** 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.

(27) **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 same voluntarily.

WITNESS OUR HANDS, this the 1st day of August, 2001, as to the Wife, and the 1st day of August 2001 as to the Husband.

Sandra Hester Greer
SANDRA HESTER GREER

Kenneth Robert Greer
KENNETH ROBERT GREER

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **SANDRA HESTER GREER**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 1st day of August, 2001.

Pamela G Bice
NOTARY PUBLIC

My Commission Expires: 9-29-01

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **KENNETH ROBERT GREER**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 1st day of August, 2001.

Pamela G Bice
NOTARY PUBLIC

My Commission Expires: 9-29-01

EXHIBIT "A"

ADDITIONAL ITEMS AWARDED TO WIFE FROM THE MARITAL HOME

1. Murray Riding Mower
2. Treadmill
3. Exercise Equipment; Smith machine, butterfly machine, preacher curl bench, flat bench, incline bench, squat machine, weight rack, weight tree, weight bars, pulldown bar, rope, weights and miscellaneous hardware that Wife's father made for her.
4. Recipes and recipe boxes
5. Water ski, tunnel board, two ski jackets, ski gloves
6. Bicycle helmet
7. House plants, large, dining room ficus tree, peace lily, 2 large plants in corners, tropical plant, ficus tree, vine, large plant, smaller plant in basket, medium size plant with heart shaped leaves, utility room vine, outside bonsai.
8. Green Umbrella in bedroom closet if found at the marital residence.
9. Citronella candle
10. Beach chair
11. Stadium back seat
12. Flower Pot Frog
13. Stained glass and associated tools and materials including contents in downstairs drawers
14. Bundt cake pan
15. Bell South and AT&T Coffee cups
16. Windchimes, small (2-3 sets) on basement shelves
17. Gardening gloves, bulb setter, gardening handtools, flower pots
18. Car chamois
19. Pearl Handled handgun from her father
20. 2 silver framed pictures of Wife
21. Recipes in mother's handwriting
22. Wife's ATT Files/Workrecords

EXHIBIT "B"

ITEMS WIFE WILL RETURN TO HUSBAND

1. Barbara Bush Book
2. Dollies
3. All pictures pertaining to Husband and his family
4. ProScan TV with Stand

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any waiting period is hereby waived by the parties since both attorneys have signed the Final Decree of Divorce.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife shall be restored to her maiden name of Sandra Kay Hester.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be taxed to the Husband.

Entered this 3rd day of August, 2001.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

DAVID W. GARRETT
P.R. # 13248
Attorney for Wife
Post Office Box 121857
Nashville, TN 37212

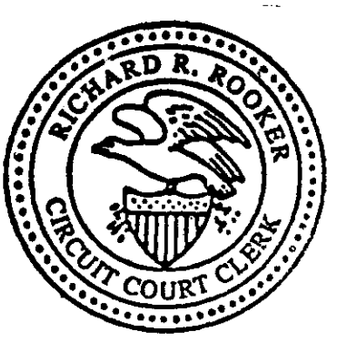
CRAIG H. BRENT
P.R. # 13174
Attorney for Husband
224 First Avenue, South
Franklin, TN 37064
615/794-0804

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 03 day of AUGUST , 2001 , in the Case Number 01D259 between GREER, SANDRA KAY HESTER Plaintiff, and GREER, KENNETH ROBERT Defendant, as same remains of record in Vol. 2042 , Page 374443 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 27 day of JANUARY in the year two thousand five and in the 228th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk