IN THE CHANCERY COURT FOR CHEATHAM COUNTY, TENNESSEE

JEFFREY LAMAR WARD)
Husband/Plaintiff,)
)
vs.)
)
BRENDA SUE WARD)
Wife/Defendant)

DOCKET NO. 11839

I CERTIFY THIS TO BE A TRUE COPY
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Pamela J

FILED: 11-17- 2004 AT 11:45
PAMELA JENKINS, CLERK & MASTER

ENTERED MINUTE BOOK A-53
PAGE 562, 11-17- 2004

FINAL DECREE OF DIVORCE

This cause came on to be heard on July 27, 2004, before the Honorable Leonard Martin, Judge, holding Chancery Court for Cheatham County, Tennessee, upon the Complaint for Absolute Divorce heretofore filed by Husband, Jeffrey Lamar Ward, Answer of Wife, Brenda Sue Ward; The case being called for trial, counsel for the respective parties announcing that an agreement had been reached, which the Court approves as follows:

REAL PROPERTY:

A. **1535 Ridge Circle, Joelton, TN 37080.** Wife shall be awarded the marital residence as her separate property of which there is approximately $45,000.00 equity, and husband is divested of all right, title and interest he may have to said property, more particularly described as follows:

> Land in the 2nd Civil District of Cheatham County, Tennessee and being more particularly described according to a survey by J. Bruce Rainey, Surveyor #823, dated June 7, 1984, and known as Job No. 84-190, as follows:
>
> BEGINNING at an iron pin in the southwesterly margin of Ridge Road, being 439.75 feet northwestwardly from the northwesterly corner of the William J. Gideon property of record in Deed Book 184, page 560, Register's Office for Cheatham County, Tennessee; thence leaving said road S 33 degrees 47' 24" W 341.21 feet to an iron pin; thence S 58 degrees 05' 00" W 850.83 feet to an iron pin in a fence, being in the easterly line of the William J. Kilgore property of record in Deed Book 103, page 539, Register's Office for Cheatham County, Tennessee; thence with said Kilgore property the following calls: N 08 degrees 29' 24" E 219.22 feet to a point; thence N 07 degrees 07' 08" E 68.56 feet to an iron pin; thence N 09 degrees 19' 31"

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E 119.74 feet to an iron pin; thence leaving said Kilgore property N 76 degrees 06' 33" E 541.01 feet to an iron pin; thence N 35 degrees 29' 06" E 443.82 feet to an iron pin in the margin of Ridge Road; thence with said road S 23 degrees 10' 47" E 175.00 feet to the point of beginning, containing 5.13 acres, more or less.

BEING the same property conveyed to Jeffrey L. Ward and wife, Brenda S. Ward by deed from Dwight F. Smith and wife, Marguarite Smith dated September 19, 1986, as of record in Book _____, Page _____, Register's Office for Cheatham County, Tennessee.

This conveyance is subject to the following restrictions:

1. No commercial poultry or swine may be kept on property; however, poultry and swine for the personal use of the property owner may be kept so long as they are kept at least 200 feet from the rear line of said property.

2. No storage of junk cars, storage or building materials or any other offensive or unsightly storage may be placed on said property.

3. All trailers placed on said property shall be set back 300 feet from Ridge Road.

Grantees shall have all mineral rights in the above described property.

NOTWITHSTANDING any provision herein to the contrary, in the event the Grantee enters into any contract, agreement or arrangement with any person, partnership or corporation, which shall provide for the assumption or transfer of the obligation of the Grantees under the Installment Deed Note, secured herein, and the mortgage securing the same, without the prior written consent of the holder of said Note, then such failure to obtain consent shall be deemed a default of said Note and the condition contained herein, and the entire unpaid principal plus accrued interest shall at once become due and payable at the option of the holder of such Note without notice, and the Trustee shall be empowered to sell said property as herein set out.

SUBJECT to restrictions of record in Book 229, Page 245, in said Register's Office and furthermore hereinabove set out.

Wife shall be responsible for all indebtedness upon said property and shall hold harmless and indemnify husband for any liability thereupon.

B. **4242 Wood Street, Old Hickory, TN 37138 .** Husband shall be awarded this property as his separate property and wife is divested of all right, title and interest she may have to said property, more particularly described as follows:

> Land located in the 4th Civil District of Davidson County, Tennessee, and being Lot No. 42, Lot No. 43, and Lot No. 44 on the plan of W. A. Bryan's Subdivision of the Berryville Tract, as of record in Plat Book 421, Page 117, Register's Office for Davidson County, Tennessee, to which plat reference is being made for a more complete legal description.
>
> Being the same property conveyed to Brenda Ward and husband, Jeff Ward by deed from Marla Sue Stites, married, dated April 3, 1998, as of record in Book 10881, Page 920, Register's Office for Davidson County, Tennessee.

C. **308 North 41st Street, McAllen, Texas.** Husband shall be awarded this property which is an asset of Premier Restoration Services, Inc. and he shall be responsible for all indebtedness and shall indemnify and hold harmless Wife for any liability thereupon.

FURNITURE, FURNISHINGS and PERSONAL PROPERTY:

The parties have previously divided their personal property and each party shall retain what is presently in their possession as their separate property with the exception of office equipment related to the businesses of Husband, a generator, some saws, Jeff Gordon memorialbia, and some family pictures, which is in possession of Wife, and is awarded Husband.

The four (4) Titans PSL's are awarded to Wife and any interest Husband has is divested out of him and vested solely in Wife.

IRA'S:

Each party shall maintain their respective IRA accounts in their respective names as their separate property.

BUSINESSES:

Husband shall be awarded One Hundred (100%) percent ownership and all assets and liabilities of the businesses known as Premier Restoration Service, Inc. and Premier Construction Services, Inc. and shall hold harmless and indemnify Wife for any liability thereupon.

Husband is responsible for the approximate $30,000 debt to First Tennessee Bank borrowed by Premier Construction Services, Inc. and shall hold Wife harmless and indemnify her for any liability thereupon.

AUTOMOBILES:

a. Wife shall be awarded the 1998 Dodge Van and the 1998 Dodge Ram Pickup and shall be responsible for any indebtedness thereupon, shall hold Husband harmless and shall indemnify him for any liability thereupon.

b. Husband shall be awarded the 2004 Dodge Ram truck and all vehicles in the name of the businesses and shall be responsible for any indebtedness thereupon, shall hold Wife harmless and shall indemnify her for any liability thereupon.

BANK ACCOUNTS:

a. Wife shall retain as her separate property the bank account at USA Bank with an approximate balance of One Thousand Nine Hundred ($1,900.00) Dollars.

b. Wife shall retain as her separate property the bank account at First Tennessee Bank with an approximate balance of Eight Thousand ($8,000.00) Dollars. Wife is responsible for paying the joint Visa card account with an approximate balance of Eight Thousand ($8,000.00) Dollars and shall apply the money from the First Tennessee Bank account to this joint credit card account. Wife will hold husband harmless and shall indemnify him for any liability on said Visa credit card

account.

c. Each party shall retain any and all other bank accounts in their individual names as their respective separate property..

ALIMONY:

A. Husband shall pay to Wife as alimony Two Thousand ($2,000.00) Dollars per month for twenty-four (24) months, beginning August 1, 2004. After twenty-four months, the amount will reduce to One Thousand ($1,000.00) Dollars per month for twelve (12) months.

B. Husband will pay the costs associated with Wife going back to a two year nursing school program. Said costs may be paid to Wife or directly to the school. If Wife does not enroll by September 1, 2004, or when the fall semester or program begins, drops out or fails to complete the program in twenty-four (24) months, Husband shall no longer be liable for any further costs.

C. Husband will maintain COBRA and pay medical insurance on Wife for twenty-four months, beginning September 1, 2004.

CHILD CUSTODY AND SUPPORT:

See Parenting Plan

ATTORNEYS FEE:

Each party shall be responsible for their own attorney fees.

COURT COSTS:

Husband and Wife shall each pay one half the Court costs for which execution may issue.

It is therefore so **ORDERED** by the Court.

Entered this 17 day of November, 2004.

CHANCELLOR LEONARD MARTIN

APPROVED FOR ENTRY:

Mac E. Robinson, Jr. #11864
ROBINSON & ROBINSON
430 Third Avenue, North - #301
Nashville, TN 37201
Telephone: 615/259-2802
ATTORNEY FOR PLAINTIFF/HUSBAND

Jerry Hamlin #2800
110 Frey Street
Ashland City, TN 37015
Telephone: 615/792-4252
ATTORNEY FOR DEFENDANT/WIFE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed by U.S. mail, postage prepaid, to, **Jerry Hamlin,** 110 Frey Street, Ashland City, TN 37015, this 15 day of November, 2004.

Mac E. Robinson, Jr.