STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO. 95 CVD 315

LILLIAN EARLE BREEDING,
Plaintiff,

v.

JOE RYAN BREEDING,
Defendant.

CALDWELL COUNTY
FILED
MAY 25 1995
AT 10:35 O'CLOCK A M
BY
CLERK OF SUPERIOR COURT

CONSENT ORDER

Davidson County DEEDDIV
Recvd: 11/18/05 13:33 17 pg
Fees:85.00 Taxes:0.00

20051118-0139654

THIS CAUSE coming on to be heard and being heard before the undersigned Judge Presiding at the May 23, 1995, civil, non-jury session of the District Court of Caldwell County, North Carolina, for contested domestic cases; and it appearing to the Court that the parties, since the commencement of this action, have reached agreement as to all matters and things arising out of this action, as evidenced by their signatures hereinbelow, subject to the approval of the Court and that the parties have further consented and agreed that this order shall constitute a lawful order of this court and not merely a consensual agreement between the parties; based upon the pleadings filed herein and upon the stipulations of the parties, the Court makes and enters the following

FINDINGS OF FACT

1. The Plaintiff is a citizen and resident of Caldwell County, North Carolina.

2. The Defendant is a citizen and resident of Davidson County, Tennessee.

3. The Plaintiff, by and through her attorney in fact, Charles Kerby, was in court and represented by Lucy R. McCarl of the firm Potter, McCarl & Whisnant, P.A.

4. The Defendant was not present in court but was represented by Todd Cline, Attorney at Law.

5. The Defendant instituted a Divorce action in Tennessee which was dismissed after the Plaintiff suffered a subarachnoid hemorrhage.

This action for a Divorce from Bed and Board on the grounds of cruel and barbarous treatment was filed by Charles Kerby, Attorney-in-Fact for Lillian Earle Breeding by virtue of a Power of Attorney filed January 23, 1995 at the Caldwell County Register of Deeds and as her guardian. The Plaintiff remains in a coma.

6. The Defendant was duly served with a copy of the complaint and the notice of this hearing as required by law on March 22, 1995.

7. The Plaintiff and Defendant were lawfully married to each other on June 10, 1966, in Davidson County, Tennessee, and lived together thereafter as husband and wife until November 25, 1993 when the Plaintiff fled the marital home for fear for her life.

8. There were no minor children born to marriage between the parties.

9. The Court finds as a fact that the allegations contained in paragraphs 9 and 9a in the Plaintiff's complaint are true, said allegations being incorporated by reference as if fully set forth herein.

10. The parties reached an agreement that is intended to settle all issues surrounding their marriage. The parties wish, as part of this consent order, to incorporate the following terms of separation and furthermore the parties wish for this agreement to become the Order of this Court:

1. REAL PROPERTY. The parties acknowledge that they are joint owners of certain real property, more particularly described as follows:

(a) House and lot, 1412 Winthorne Drive, Nashville, Davidson County, Tennessee.

(b) Unimproved lot, Smithville, Dekalb County, Tennessee.

Plaintiff shall be divested of any right, title, and interest in and to the aforementioned real property and Defendant shall be vested with all right, title, and interest in and to both parcels of real property. Defendant shall be solely responsible for payment of any indebtedness associated with either parcel of property and shall indemnify and hold Plaintiff harmless from any liability resulting from his ownership of said parcels of property.

2. PERSONAL PROPERTY. The parties have agreed to divide their personal property and such agreement is evidenced by Exhibits "A"and "B" attached to and incorporated in this Order.

Plaintiff shall be vested with all right, title and interest in and to the 1985 Lincoln Town Car, and Defendant shall be divested of any right, title and interest in and to said vehicle. Plaintiff shall be solely responsible for any expenses or indebtedness associated with the vehicle and shall indemnify and hold Defendant harmless thereon.

Defendant shall be vested with all right, title and interest in and to the 1988 Ford Van, and Plaintiff shall be divested of any right, title and interest in and to said vehicle. Defendant shall be solely responsible for any expenses or indebtedness associated with the vehicle and shall indemnify and hold Plaintiff harmless thereon.

The parties acknowledge and agree that all items not listed on the attached Exhibits A & B shall become the sole and separate property of the party in possession at the time of the execution hereof.

Each party waives any and all rights to the separate property of the other and agrees that settlement of their property herein provided shall constitute the permanent division and settlement thereof.

3. CEMETERY LOTS. Defendant shall be vested with all right, title and interest in and to the cemetery lots owned jointly by the parties and located in Hermitage Memorial Gardens.

4. ACCOUNTS, INVESTMENTS, AND HOLDINGS. The parties agree that each of them shall receive as their sole and separate property all funds on deposit in any bank accounts, money market accounts, annuities, IRAs, or like monetary accounts in his or her individual name, free and clear of any claim by the other party.

The parties further agree that each of them shall receive as their sole and separate property all stocks and/or bonds in his or her possession at the date of the execution of this Order, free and clear of any claim by the other party.

The parties further agree that each of them shall receive as their sole and separate property their respective pensions and the income therefrom, free and clear of any claim by the other party.

5. ALIMONY. Defendant agrees to pay all insurance premiums in order to maintain continuous coverage for Plaintiff on Blue Cross and Blue Shield of Alabama policy #BLS411485341. Defendant shall maintain said policy or shall pay any insurance premiums for the benefit of the Plaintiff under a COBRA insurance policy if such policy takes effect.

6. TAX EXEMPT STATUS. This Order 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.

7. EMPLOYMENT BENEFITS. Each party shall retain individually and solely for their own use and benefit any interest, either present or future, that each may have in or acquire in life and/or health insurance, retirement, profit sharing, stock plans, bonds and/or savings programs. The parties hereto waive any interest or right that may or might exist in the other's insurance or in any programs or plans associated with the other's employment with the exception of that provision as set out in paragraph 5 "Alimony."

8. FURTHER ASSISTANCE. Defendant and Plaintiff, at any and all times upon request by the other or his or her legal representatives, shall make, execute and deliver any and all of such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of the Order without charge therefore.

9. MUTUAL RELEASE.

a) Except as otherwise provided herein, Defendant and Plaintiff do hereby waive, release, discharge, quitclaim and renounce each to the other, and to their respective heirs and assigns, all rights to claim an equal or equitable distribution

of property or distributive award pursuant to North Carolina General Statutes §50-20, all rights to a share in the estate upon the death of the other, all rights to elect to take a life estate upon the death of the other, all rights to take under or dissent from the will of the other, all rights to act as administrator or executor of the other's estate, and any and all other rights which either party may now have, or may hereafter acquire, under the present or future laws of any jurisdiction arising out of the marital relationship.

b) Each party releases and discharges the other from all causes of action, claims, rights or demands in law or equity, which either party may now have, or may hereafter acquire against the other under the present or future laws of any jurisdiction, except any and all causes of action for divorce, based on one year's separation, incompatibility or irreconcilable differences, or any other no fault ground for divorce that might exist in any jurisdiction in which either party may become a resident.

c) Except as otherwise provided herein, Defendant and Plaintiff grant, release and forever quitclaim each to the other all right, title, interest, claim and demand whatsoever in the real property which the other now owns or may hereafter acquire, and each party may hereafter purchase, acquire, own, hold, possess, encumber, dispose of and convey any and all classes and kinds of real and personal property as though unmarried, free from the consent, joinder, and interference of the other party. Each party agrees that hereafter in the sale, transfer and conveyance of any property, real or personal, it shall not be necessary that the other party sign the deed, deed of trust, mortgage, or bill of sale conveying the property for the grantee or purchaser to have a good title.

11. It is the intent of the parties that this Order shall effectuate a Divorce from Bed and Board as recognized under North Carolina law and that this Order incorporating the agreement of the parties shall apply to all property owned by the parties both real and personal wherever situated in this or any other state.

Based on the foregoing Findings of Fact, the Court makes the following

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the subject matter and the parties.

2. The Defendant committed acts constituting cruel and barbarous treatment which endangered the life of the Plaintiff, without legally sufficient provocation.

3. The Plaintiff is entitled to a Divorce from Bed and Board.

4. The Court has reviewed the agreement of the parties and concludes that it is fair and reasonable to the parties.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. The Plaintiff is hereby granted a Divorce from Bed and Board.

2. The Defendant shall have sole ownership of the following property:

(a) House and lot, 1412 Winthorne Drive, Nashville, Davidson County, Tennessee.

(b) Unimproved lot, Smithville, Dekalb County, Tennessee.

CEMETERY LOTS. Defendant shall be vested with all right, title and interest in and to the cemetery lots owned jointly by the parties and located in Hermitage Memorial Gardens.

3. Plaintiff shall be divested of any right, title, and interest in and to the aforementioned real property and Defendant shall be vested with all right, title, and interest in and to both parcels of real property. Defendant shall be solely responsible for payment of any indebtedness associated with either parcel of property and shall indemnify and hold Plaintiff harmless from any liability resulting from his ownership of said parcels of property.

4. The Defendant shall have as his sole and separate property the items listed in Schedule "A".

5. Defendant shall be vested with all right, title and interest in and to the 1988 Ford Van, and Plaintiff shall be divested of any right, title and interest in and to said vehicle. Defendant shall be solely responsible for any expenses or indebtedness associated with the vehicle and shall indemnify and hold Plaintiff harmless thereon.

6. The Plaintiff shall have as her sole and separate property the items listed in Schedule "B".

Additionally, Plaintiff shall be vested with all right, title and interest in and to the 1985 Lincoln Town Car, and Defendant shall be divested of any right, title and interest in and to said vehicle. Plaintiff shall be solely responsible for any expenses or indebtedness associated with the vehicle and shall indemnify and hold Defendant harmless thereon.

7. Each party waives any and all rights to the separate property of the other and agrees that settlement of their property herein provided shall constitute the permanent division and settlement thereof. The parties acknowledge and agree that all items not listed on the attached Exhibits A & B shall become the sole and separate property of the party in possession at the time of the execution hereof.

8. ACCOUNTS, INVESTMENTS, AND HOLDINGS. Each party shall receive as their sole and separate property all funds on deposit in any bank accounts, money market accounts, annuities, IRAs, or like monetary accounts in his or her individual name, free and

clear of any claim by the other party. The parties further agree that each of them shall receive as their sole and separate property all stocks and/or bonds in his or her possession at the date of the execution of this Order, free and clear of any claim by the other party.

9. Each party shall receive as their sole and separate property their respective pensions and the income therefrom, free and clear of any claim by the other party.

10. ALIMONY. Defendant agrees to pay all insurance premiums in order to maintain continuous coverage for Plaintiff on Blue Cross and Blue Shield of Alabama policy #BLS411485341. Defendant shall maintain said policy or shall pay any insurance premiums for the benefit of the Plaintiff under a COBRA insurance policy if such policy takes effect. Defendant's obligation shall continue so long as the existing policy or the COBRA policy remains in effect.

11. TAX EXEMPT STATUS. This Order 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.

12. EMPLOYMENT BENEFITS. Each party shall retain individually and solely for their own use and benefit any interest, either present or future, that each may have in or acquire in life and/or health insurance, retirement, profit sharing, stock plans, bonds and/or savings programs. The parties hereto waive any interest or right that may or might exist in the other's insurance or in any programs or plans associated with the other's employment with the exception of that provision as set out in paragraph 10 "Alimony."

13. FURTHER ASSISTANCE. Defendant and Plaintiff, at any and all times upon request by the other or his or her legal representatives, shall make, execute and deliver any and all of such other and further instruments as many be necessary or desirable for the purpose of giving full force and effect to the provisions of the Order without charge therefore.

14. MUTUAL RELEASE.

a) Except as otherwise provided herein, Defendant and Plaintiff do hereby waive, release, discharge, quitclaim and renounce each to the other, and to their respective heirs and assigns, all rights to claim an equal or equitable distribution of property or distributive award pursuant to North Carolina General Statutes §50-20, all rights to a share in the estate upon the death of the other, all rights to elect to take a life estate upon the death of the other, all rights to take under or dissent from the will of the other, all rights to act as administrator or executor of the other's estate, and any and all other rights which either party may now have, or may hereafter acquire, under the present or future laws of any jurisdiction arising out of the marital relationship.

b) Each party releases and discharges the other from all causes of action, claims, rights or demands in law or equity, which either party may now have, or may hereafter acquire against the other under the present or future laws of any jurisdiction, except any and all causes of action for divorce, based on one year's separation, incompatibility or irreconcilable differences, or any

other no fault ground for divorce that might exist in any juriadiction in which either party may become a resident.

c) Except as otherwise provided herein, Defendant and Plaintiff grant, release and forever quitclaim each to the other all right, title, interest, claim and demand whatsoever in the real property which the other now owns or may hereafter acquire, and each party may hereafter purchase, acquire, own, hold, possess, encumber, dispose of and convey any and all classes and kinds of real and personal property as though unmarried, free from the consent, joinder, and interference of the other party. Each party agrees that hereafter in the sale, transfer and conveyance of any property, real or personal, it shall not be necessary that the other party sign the deed, deed of trust, mortgage, or bill of sale conveying the property for the grantee or purchaser to have a good title.

15. This Order shall apply to all property owned by the parties, both real and personal, wherever situated in this or any other state.

This the 25 day of May, 1995.

DISTRICT COURT JUDGE PRESIDING
25th Judicial District

CONSENTED TO:

Charles Kerby ATF
CHARLES KERBY, attorney-in-fact for
Lillian Earle Breeding, Plaintiff

Lucy R. McCarl
LUCY R. McCARL, Attorney for Plaintiff

Joe R. Breeding
JOE RYAN BREEDING, Defendant

TODD CLINE, Attorney for Defendant

EXHIBIT "A"

BREEDING V. BREEDING

Defendant

Defendant's Grandfather's Antique Clock
Telephone Lamp
Copper Pitcher and small copper chest
Framed Ration Stamp Books
Antique Parker Shotgun
.16 gauge Remington shotgun and one other gun

Living Room:

Drapes
Two Oil Paintings
Antique Silver and Porcelain Pitcher
Hardrock Maple Hutch
Shells, Hunting Caps, Sock, and Gloves
One-half albums and family pictures
Flower arrangements
Antique post cards
Old Clock on Hutch
Extra brass rod
One-half of memorabilia and collection items
Apple wood chair
Grandmother's butter dish
Glasses with pick flowers
Gun cleaning kit
Couch
Chair
Lamp table
Two (2) Brass lamps
Large brass framed mirror
Wood bottom lamp
Brass ornamented, marble top table
Television
Tape of Denali Park
Wooden eagle
Two sets of wooden bowls from Hawaii
Beaded Purse
Sets of glasses in oak hutch

Wicker Chair with red cushion
Two Wooden candle holders
Candy dish
Small eagle
Glass goblet with flower
Wooden bowl/wooden fruit
Two old posters & two calendars with glass & mats
Coffee table & end table

Small Bedroom:

Oak Dresser
Two wooden flower arrangements
Two bedside tables
Two single beds
Two single top sheets
Two single fitted sheets
Two blankets
Two fitted pads
One-Half pillow cases
Drapes and rods
Several gun carriers
One life jacket
Two brass Aladdin lamps with white glass shades
Travel iron
Travel alarm clock
Ironing Board/Iron
Small inside step ladder
Wooden magazine holder
One large old picture
Rocking chair
Hole punch
Staple gun/staples
Brown pitcher
Three throw pillows
Two regular pillows
Two spreads
One life jacket
Throw Rug
Beaded light
Two small oil paintings

Large Bedroom:

Queen size pine bed
Triple dresser
Chest of drawers
Bedside Table
Lamp (red glass shade)
Lamp (lavender flowers)
Two ice bags
Electric clock radio
Electric blanket
Queen sheets and mattress cover
Pillows and pillow cases
Brass spittoon
Miscellaneous bric-a-brac on dresser
Silk flower arrangement
Framed cards
Marriage Tree
Miscellaneous Christmas cards, wrapping paper, envelopes
Trash can
Items in closet
Linen tablecloth
Antique Meal Chest
Pictures of Defendant while in Navy
Drapes and rods
Antique Porcelain Bedpan
Decoupage picture of trip to Hawaii
Clothing
Antique pitcher and bowl
Bedspread
Oil painting of flowers

Guest Bedroom:

Brass Aladdin lamp with double white glass shades
Antique Table
Tall lamp with brown shade
Three throw pillows
Oil painting of deer
One-half extra sheets and blankets
Ceramic Quail
UT Football
Perm rods
Indian Paintbrush
Cameron's old records
Hardrock maple spindle bed, dresser and nightside table

Oak Chest of Drawers
Large Oil Painting (Daisies)
Antique White Pitcher
Bowl and Bean Pot
Orange Antique Lamp
Three Wooden Flower Arrangements from Hawaii
Electric Blanket, Bedspread, Sheets, Pillowcases, Mattress Cover, Pillows
Curtains and Rods
One-half extra sheets and blankets
Movie Camera, Slide Projector, and Slides
Two Throw Rugs
Trash can
All shotguns
Grandfather's framed picture
Framed pictures of family members
Items given to Defendant by friends and relatives
Watch and Jewelry
Clothing
Walnut Rocker
Homemade quilt
Afghan

Small Bathroom:

Six pictures

Large Bath:

One-half extra sheets and pillow cases
One-half towels, etc.
Pictures and wall decor
One-half extra sheets and pillow cases for twin and queen beds
One-half towels
Curtains, Shower Curtains, Rugs, and Trash Cans

Den:

Picture of owl
Chestnut wood clock & shelf
Brass Eagle
Table lamp with wood base
Brass clock (horse & buggy)
Brass bowls & long stemmed pitcher
Ceramic quail

Whetstone sharpening stick
Savings Bond given to Plaintiff by neighbor
Round brass hanging plate
Ceramic hanging hot plate
Ceramic frog and chipmunks
Gun Rack
All guns on gun rack
Mounted Pheasant
Mounted Bass
Painting of Quail
One-half of family pictures
Couch and Chair
Ottoman
End Table and Coffee Table
Recliner
Cross-stitch duck
Television Set
Drapes
Candy dishes and tins
Wooden Floor Lamp
Clock from Germany
Ceramic Eagle
Saw
Dry sink and green set of glasses

Hall:

Shoes and Caps
Binoculars
Fishing Reels

Downstairs Den:

Television
Canned goods and jars
Christmas wreath, tree and decorations
Vacuum cleaner
Set of encyclopedia
Magazine collection
Miscellaneous paperback books
Mailboxes
New motion light
Globe/bar combination
Rug

Buck Stove
Solid Wood Coffee Table and End Tables
Green Recliner
Old Dresser and Chest of Drawers
Red wooden chair and crock
Old Wall Telephone
Woodburned clock
"Grey" engine

Kitchen:

Large Electric Skillet
Old Coffee Pots & Small Glass Coffee Pots
Wooden Bowl
Table and Six chairs
Refrigerator
Stove and Oven
Coffee Pot (mounted under cabinet)
Dishwasher
One-half Kitchen utensils, cookware, dishes, small appliances, cookware, etc.

Garage:

Tools
Rods and Reels
Tackle Box
One large & one small ice chest
Hedge Clippers
Electric screwdriver
Storage cabinets
Miscellaneous supplies on pegboard
Car and garden supplies
Boots
Tool Chest
Band saw
Washer and Dryer
Drills
One freezer
Shelf and assorted items on shelves
Electric grinder and files
Table Clamp
Corn Sheller
Engines - Worthington, Fuller Johnson, 1 1/2 HP, International
One riding lawn mower

One push mower
One weedeater
One freezer (new)
Leaf Blower

Outside:

Metal table, four chairs and umbrella
Two metal (rocker type) outdoor chairs
Gas Grill
Small wagon (pulls behind lawn mower)
Outside weather vane
Mailboxes (used in painting)
Crow bar
One rake, one hoe, and one shovel
Bird feeder
Three hummingbird feeders
Cedar two chair with connecting table
One Fords lawn tractor
Ladders
John Deere tractor

EXHIBIT "B"

BREEDING V. BREEDING

Plaintiff

Cedar chest
Glass top wrought iron table & Four (4) chairs
Cups & saucers from Brazil

Living Room:

All of Plaintiff's mother's blue hobnail collectible, platters, pitcher & bowl
Pictures and tapes of Plaintiff's granddaughter
Picture of Plaintiff's mother, sister, and niece
Contents of maple & oak hutch (collectible, Christmas decorations, platters, etc.) split equally
Sakki set
Afghan
One-half of memorabilia and collection items in built-in oak hutch
Gold rimmed plate (Indian maiden)
Ellen's Grandmother's dishes and coffee pot
Bear Bryant souvenirs from Plaintiff's brother
Plaintiff's aunt's rocker - 2

Small Bedroom:

One large owl (crewel)
One cross-stitch picture
Camera case and lenses for Minolta 35 mm.
Plaintiff's mother's collection of family pictures
Plaintiff's summer clothes
Art easel, paints, calendars, and art

Large Bedroom:

Water color painting of flowers
Plaintiff's mother's quilts
Plaintiff's jewelry and jewelry boxes
Personal clothing and accessories

Guest Bedroom:

Three porcelain dolls

Ceramic Nativity scene
Pictures of Plaintiff's family
Plaintiff's son's baby book & clothes
Miscellaneous items given to Plaintiff by family members
Art supplies

Den:

Oil painting of mountains and lake
Bric-a-brac on shelf between kitchen and den
Two Precious Memory figurines
Plaintiff's uncle's small engine with glass tube
Antique Doll Buggy

Hall:

Plaintiff's uncle's World War II helmet
Pictures - Plaintiff's family pictures

Downstairs Den:

Personal clothing
Works of Edgar Allan Poe (set)
Miscellaneous books (history, Indians, Mountains, scenery)
Cedar chest and art supplies inside
Large tub oil painting with white birch logs
Large pressure cooker
Silver chest
Pictures of Plaintiff's family
Plaintiff's father's desk
All art supplies and associated tools and equipment
All art books
Complete set of dishes

Kitchen:

Plaintiff's mother's rolling pin
Jane's 30 cup coffee pot

Garage:

Art supplies (including saws) and art books

Outside:

Windmill
Squirrel feeder
Birdhouse with chimes
Iron bell