IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY CLAIRE SELLERS HALLIBURTON,)
Plaintiff/Counter-Defendant,)
)
vs.) Docket No. 03D-1603
)
BOBBY DEAN HALLIBURTON,)
Defendant/Counter-Plaintiff.)

Davidson County DEEDDIV
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Fees:57.00 Taxes:0.00
20070105-0002395

FINAL DECREE

This cause came for final hearing on the 14th day of February, 2006, before Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed by Wife, Nancy Claire Sellers Halliburton: service of process served upon the Defendant, Bobby Dean Halliburton, Answer and Counter-Complaint filed by the Husband/Counter-Plaintiff, Bobby Dean Halliburton, the cause proceeding to trial as an uncontested matter in view of a written executed Marital Dissolution Agreement, reached by and between the parties and exhibited to the Court, and the entire record in this cause. From all of which the Court is of the opinion and finds as follows:

That from the record presented to the Court, it appears that the Parties hereto have irreconcilable differences in their marriage;

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore, existing by and between the Parties are hereby dissolved, and the Defendant/Counter-Plaintiff, Bobby Dean Halliburton, is hereby awarded an

Absolute Divorce from the Complainant/Counter-Defendant, Nancy Claire Sellers Halliburton, upon the grounds there were irreconcilable differences, and he is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties have entered into a written executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by the Marital Dissolution Agreement. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY CLAIRE SELLERS HALLIBURTON, **Plaintiff,**	)	2006 FEB -1 PM 2:54
	)	RICHARD R. ROOKER, CLERK
vs.	)	**Docket No.: 03D-1603**
	)	D.C.
BOBBY DEAN HALLIBURTON, **Defendant.**	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into by and between **NANCY CLAIRE SELLERS HALLIBURTON** (hereinafter referred to as "Wife") and **BOBBY DEAN HALLIBURTON** (hereinafter referred to as "Husband").

WITNESSETH:

WHEREAS, Wife and Husband (collectively the "parties") were married on 03/17/1973; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, irreconcilable differences have developed between the Husband and Wife; and

WHEREAS, there is presently pending the above-styled action for absolute divorce in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to settle their property rights by mutual agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

1. **ALIMONY.** Husband will pay alimony *in futuro* to Wife in the amount of $500.00 per month beginning March 1, 2006, till Wife or Husband's death or Wife's remarriage.

Part of this obligation will be satisfied by Husband directly paying Wife's monthly car note of $306.77, referenced in Par. 4 below, and paying Wife the balance of $193.23 each month until the car note is fully paid.

2. **PERSONAL PROPERTY.** The parties have already divided all personal property of the marriage except the items contained in Exhibit 1 attached hereto, which Husband shall be entitled to receive.

As a part of the property division in this matter, Husband shall continue to pay and keep current the mortgage, taxes and association fees on the marital home located at 111 Pepper Ridge Circle, Antioch, TN 37013. Husband is allowed to claim the tax deductions for interest and insurance each tax year, beginning 2005. To secure payment of said mortgage and association fees, Husband shall designate Wife as beneficiary of his existing life insurance policy until all support obligations of Husband to Wife cease. Proof of such designation shall be delivered to Wife at least twice annually.

Wife is hereby awarded all interest in and to the two (2) cemetery lots at Woodlawn Funeral Home, currently titled in Wife's name.

3. **REAL PROPERTY.** Wife is awarded exclusive possession of the residence located at 111 Pepper Ridge Circle, Antioch, TN 37013, for life or until its sale. The parties shall own the said property as co-tenants until Wife's death or its sale. In the event of Wife's death, the property shall be sold and the net proceeds divided as to Husband (or his heirs) and Wife's heirs. The parties shall equally divide any reasonable and necessary repair cost for the 111 Pepper Ridge Circle real estate which exceeds $250.00. Should Wife require live-in assistance at the residence, she shall give 30 days notice to Husband as to who she plans to allow to move in, and Husband may move the Court to impose conditions or oppose if he chooses. Otherwise, this shall

be allowed absent clear showing the real estate is being wasted. If for whatever reason the property is sold during Wife's life, any net proceeds shall be divided and Husband shall pay alimony *in futuro* to Wife in the amount of $1,316.00 until her death or Wife's remarriage.

4. **AUTOMOBILES.** Wife is hereby vested with all right, title and interest in and to the 2002 Toyota Camry. Husband is paying the note and shall continue to do so as part of his alimony. Upon the final payment, any and all interest of Husband to this vehicle is divested from him and reinvested in Wife. Husband shall cooperate in the transfer of title or other documentation necessary for the proper transfer of vehicle to Wife.

Husband is hereby vested with all right, title and interest in and to his Dodge truck. Any and all interest of Wife to this vehicle is divested from her and reinvested in Husband. The parties shall cooperate in the transfer of title or other documentation necessary for the proper transfer of these vehicles. The parties shall pay any and all remaining debt on the vehicle(s) in his or her possession and shall hold the other harmless with respect thereto.

5. **BANK ACCOUNTS.** The parties will close any and all joint bank accounts on or before the final hearing in this matter. Thereafter, the parties agree to waive all present and future claims to any and all accrued savings accounts, checking accounts, stocks, bonds, annuities or any other financial instruments held by the other party.

6. **DEBTS.** Wife will be solely and separately responsible for her indebtedness on any credit cards or medical providers and will hold Husband harmless with respect thereto. Husband will be solely and separately responsible for any credit card indebtedness or debt to medical providers he has incurred individually and any joint indebtedness he has incurred since the separation of the parties and will hold Wife harmless with respect thereto. Wife shall pay her Discover and Sears credit debt.

7. **MEDICAL INSURANCE.** Wife shall continue to be covered by the health insurance provided Husband through his military service in (TriCare for life) Air National Guard, and Husband must immediately execute any documents necessary for this coverage. This is provided by separate Order filed herein. Otherwise, each party is responsible for the payment of all his or her medical costs and expenses which are uncovered or fall within the deductible limits under any insurance coverage and each shall hold the other harmless for any liability related thereto. Further, Husband shall continue to list Wife as beneficiary on Husband's life insurance policy as security for mortgage on house.

8. **RETIREMENTS.** Husband's military retirement is divided ½ to each party by separate Order filed herein.

9. **ATTORNEYS FEES.** Husband shall pay $2,000.00 toward Wife's attorney's fees, and the same is awarded judgement to Paul A. Rutherford, Attorney, against Bobby Dean Halliburton, as alimony *in solido*, for which execution may issue. Husband is responsible for his attorney's fees and expenses.

10. **COURT COSTS.** Husband will pay all court costs, including the fees awarded the guardian *ad litem*.

11. **FUTURE INDEBTEDNESS.** Each of the parties hereto covenants that from this day forward, neither shall contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

12. **INCORPORATION OF AGREEMENT INTO DECREE.** It is understood and agreed by the parties that this Agreement shall be introduced in the proceeding now pending

in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

13. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

14. **FULL AND FINAL SETTLEMENT.** It is understood and agreed between the parties that this Agreement is intended to be a full and final settlement of all property rights of the respective parties hereto and a discharge from all claims arising out of their marital relationship, except for those claims preserved in this Agreement.

15. **NO UNDUE INFLUENCE.** It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated.

16. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

17. **ENFORCEMENT.** In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

18. **EXECUTION OF DOCUMENTS.** Each of the parties may, from time to time, request the other to execute, acknowledge and deliver to the other party any and all further instruments that may be routinely required to give full force and effect of the provisions of this Agreement.

19. **FULL DISCLOSURE OF ASSETS.** The parties acknowledge that they have

fully disclosed all assets owned by them, either jointly or individually, and they have no interest in any assets which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets and liabilities of which they are aware.

20. **MODIFICATION.** This Agreement may be altered, amended or canceled only by instrument in writing, signed by each of the parties, and this requirement cannot be waived by oral agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

Nancy Claire Halliburton
Nancy Claire Sellers Halliburton

Jan. 18, 2006
DATED

Bobby Dean Halliburton
Bobby Dean Halliburton

January 26, 2006
DATED

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and state, **Nancy Claire Sellers Halliburton**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 18 day of January, 2006.

Notary Public

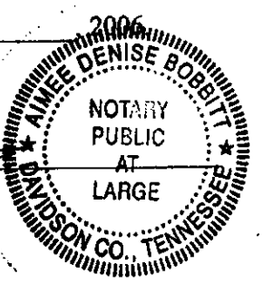
My Commission Expires: 7/29/2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said county and state, **Bobby Dean Halliburton**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 26th day of January 2006.

Aimee Bobbitt
Notary Public



My Commission Expires: 5.30.07

IT IS ORDERED that the costs of this action are taxed to the Husband, Bobby Dean Halliburton, for which execution may issue.

The address of the Wife is 111 Pepper Ridge Circle, Antioch, Tennessee 37013.

The address of the Defendant is 208 Beech Drive, Old Hickory, Tennessee 37138.

ENTERED this 14th day of February, 2006.

Muriel Robinson, Judge

Approved for Entry:

Gary W. Temple (#014503)
Attorney for Husband
4211 Gallatin Road
Nashville, Tennessee 37216
(615) 226-2263

Paul A. Rutherford #14461
Atty for wife

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to Paul A. Rutherford, Attorney for Wife, 214 Second Ave. North, Ste. 400, Nashville, Tennessee 37201, this 14 day of February, 2006.

Gary W. Temple

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 FEBRUARY , 2006 , in the Case Number 03D1603 between HALLIBURTON, NANCY CLAIRE SELLERS Plaintiff, and HALLIBURTON, BOBBY DEAN Defendant, as same remains of record in 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 05 day of JANUARY in the year two thousand seven and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

By B Collins
Deputy Clerk

SEAL

