IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

93 MAY -3 AM 10: 14

D.C.

PRISCILLA GAIL SMITH	)	
	)	
Plaintiff	)	
	)	
vs.	)	**No. 93D-433**
	)	
JOHN EDWARD SMITH	)	
	)	
Defendant	)	

Davidson County DEEDDIV
Recvd: 09/04/07 08:40 7 pgs
Fees:37.00 Taxes:0.00
20070904-0105393

MARITAL DISSOLUTION AGREEMENT

AGREEMENT made this _____ day of _____, 1992, between PRISCILLA GAIL SMITH, hereinafter referred to as "Wife", and JOHN EDWARD SMITH, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

WHEREAS, the parties have been married since January 30, 1970, and there have been two children born of this marriage, one of whom remains a minor, namely Steven Edward Smith, whose date of birth is February 14, 1975.

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable, and the Wife has expressed her intention to bring an action against the Husband for divorce, and hereby confirms such intention; and,

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for the consideration as herein set out, the parties do enter into this Marital Dissolution Agreement on the day and date first above written and do hereby agree as follows:

1. Wife agrees that the parties' children, Steven Edward Smith and Stephanie Anne Smith have indicated their desire to

reside with their father. The parties have therefore agreed that the children shall remain with their father.

2. The parties have agreed that the Husband shall assume joint custody and the right to claim such children on his 1992 and subsequent income tax returns.

3. Husband agrees to provide medical and hospitalization insurance on the minor children of the parties until the children attain majority. Husband and Wife each agree to pay one-half of any and all medical, dental and pharmaceutical expenses incurred on behalf of the minor children not covered by said insurance.

4. The parties own a residence situated at 541 Tobylynn Drive, Nashville, Davidson County, Tennessee, which is presently titled in the name of both parties. Wife agrees that as of the date of this agreement, she will execute a quitclaim deed conveying all of her right, title and interest in and to the aforesaid residence to Husband, and Husband agrees that he will be solely responsible for payment of the mortgages owing to Fleet Funding and Liberty Financial Services.

5. Wife agrees to convey to Husband all of her right, title and interest in and to a 1987 Ford Bronco II, VIN #1FMCU14T7HUC59581 which vehicle is in the name of both parties, and Husband agrees to assume sole responsibility for any outstanding indebtedness due and owing on said vehicle.

6. Wife agrees to convey to Husband all of her right, title and interest in and to a 1981 Honda Accord, VIN #JHMSM3423BC089654, and Husband agrees to assume sole responsibility for any outstanding indebtedness due and owing on said vehicle.

7. Husband agrees to convey to Wife all of his right, title and interest in and to a 1992 Lumina automobile, VIN #2G1WLS4T9N1108740, and Husband agrees to pay to Wife $100.00 per month towards the outstanding indebtedness due and owing on said vehicle until November, 1997 or when the loan on said vehicle is paid off, whichever comes first.

8. Wife agrees to convey to Husband all of her right, title and interest in and to a 1973 Nova automobile, two motorcycles, and

a bass boat. Husband agrees to assume sole responsibility for any outstanding indebtedness due and owing on said vehicles.

9. Husband agrees to assume sole responsibility for all of the outstanding indebtedness of the parties, and to hold Wife harmless therefrom. The outstanding indebtedness of the parties includes, but is not limited to, VISA $4,700.00; MasterCard $1,200.00; First American Bank $955.00; and Spiegel $499.00.

10. The parties agree that Wife shall receive twenty-five percent (25%) of Husband's two pensions and/or retirement accounts, one with the Tennessee Consolidated Retirement System, and one with the Air Reserve Personnel Center, as of the date the Divorce Decree is entered in this cause. Husband agrees to provide to Wife the complete name and address of each such account, together with the complete name and address of the plan administrator of each account.

11. The parties agree that each will retain all items of furniture and furnishings which each now has in his or her possession.

12. The parties have heretofore made an equitable division of any items of household furnishings and personal effects, and each shall retain as his or her separate property that which is now in his or her possession.

13. It is agreed and understood that each of the parties shall be solely and separately responsible for paying any and all debts heretofore contracted or incurred by him or her. The parties acknowledge that they have no joint debts. Should either party be compelled to pay any debt contracted or incurred by the other party, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness and to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expense paid by the other party in defending the claim of the creditor or otherwise.

14. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable

debt under 11 USC § 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth above elsewhere in the Marital Dissolution Agreement.

15. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

16. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provisions 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.

17. It is agreed and understood between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court of Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

18. 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, and any property that either of them may acquire in the future.

19. It is agreed and understood between the parties that, from and after the date of execution of this Agreement, neither will 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 payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

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

21. It is agreed and understood between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable, and that it is being entered into voluntarily and with advice of counsel.

22. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

23. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

24. This Agreement may be altered, amended, or canceled only by an instrument in writing signed by each of the parties and notarized.

THIS AGREEMENT is executed in triplicate, and a copy of the same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

WITNESS our hands this 24 day of March, 1993 as to the Wife, and this 31 day of March, 1993 as to the Husband.

PRISCILLA GAIL SMITH, Wife

JOHN EDWARD SMITH, Husband

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named PRISCILLA GAIL SMITH, 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 on this 3rd day of March, 1993.

Darlene Gordon
NOTARY PUBLIC

My Commission Expires:
2-3-96

Notary Seal present,
but could not be reproduced.
Bill Garrett
Bill Garrett
Davidson County Register of Deeds

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN EDWARD SMITH, 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 on this 24th day of March, 1993.

NOTARY PUBLIC

My Commission Expires:
July 27, 1996

Notary Seal present,
but could not be reproduced.
Bill Garrett
Bill Garrett
Davidson County Register of Deeds

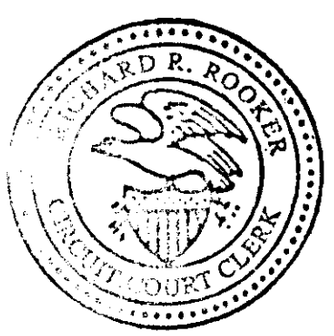
STATE OF TENNESSEE

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 MARITAL DISSOLUTION AGREEMENT heretofore entered in the 2 Circuit Court for Davidson County, Tennessee, on the 03 day of MAY , 1993 , in the Case Number 93D433 between SMITH, PRISCILLIA GAIL Plaintiff, and SMITH, JOHN EDWARD Defendant.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 28 day of AUGUST in the year two thousand seven and in the 231th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL



By _____
Deputy Clerk