150C/1698

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

03 OCT -5 PM 3:09

RICHARD R. ROOKER, CLERK

D.C.

WILMA CAROLYN WILLIAMS DUNCAN

Complainant,

vs.

CHARLES RICHARD DUNCAN

Defendant.

Docket No. 93D-2482

Davidson County DEEDDIV
Recvd: 10/18/07 11:05 18 pg
Fees:92.00 Taxes:0.00
20071018-0123601

FINAL DECREE

The Final Decree and Marital Dissolution Agreement in this cause was submitted to the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Complainant on July 6, 1993. Upon the entire record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Complainant, WILMA CAROLYN WILLIAMS DUNCAN, is hereby awarded an absolute divorce from the Defendant, CHARLES RICHARD DUNCAN, on the grounds of irreconcilable differences, T.C.A. Section 36-801-II, and the parties are hereby restored all of the rights and privileges of unmarried persons.

The Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them.

The Court hereby approves the Marital Dissolution Agreement entered into by the parties and the same is hereby incorporated in words and figures as follows:

FILED
1993 OCT -5 PM 3:09
RICHARD R. ROOKER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on the day and date last acknowledged below, by and between WILMA CAROLYN WILLIAMS DUNCAN, a/k/a CAROLYN DUNCAN, hereinafter referred to as "WIFE"; and CHARLES RICHARD DUNCAN, a/k/a CHARLES R. DUNCAN, hereinafter referred to as "HUSBAND";

W I T N E S S E T H:

WHEREAS, the parties were married on September 1, 1960, in Dickson, Tennessee, and lived together as husband and wife thereafter; and,

WHEREAS, there were four (4) children born of the marriage, whose names and ages are as follows:

Cecily D. Duncan, Age 30
Audrey L. Duncan, Age 28
James R. Duncan, Age 24
John M. Duncan, Age 23

WHEREAS, certain serious differences have arisen between the parties hereto, which appear to be irreconcilable and an action for divorce is now pending in the Second Circuit Court for Davidson County, Tennessee, in the case of *WILMA CAROLYN WILLIAMS DUNCAN vs. CHARLES RICHARD DUNCAN*, Case Number 93D-2482; and,

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support and all other claims or rights between them which have arisen or might arise out of the marital relationship, and as a result of any action for divorce; and,

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and all of the estate and property of the other.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

EFFECTIVE DATE OF AGREEMENT

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

RIGHT TO LIVE SEPARATELY

2. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

REAL PROPERTY

3. The parties own, as tenants by the entirety, a certain house and lot at 4068 Matilda Drive, Nashville, Tennessee 37207, which is free and unencumbered, said property being more specifically and particularly described as follows:

> LAND in the 11th Metropolitan Councilmanic District (formerly 10th Civil District) of Nashville, Davidson County, Tennessee, being Lot No. 160, Section 7, Dalemere Subdivision, as of record in Book 3700, page 123, Register's Office for said County, and described as follows: BEGINNING at an iron pin in the easterly margin of Marydale Drive at the common corner of Lots 160 and 161; thence, North 26 deg. East with the easterly margin of Marydale Drive, 148.36 feet to a concrete monument; thence, continuing with the margin of said Drive, East 58.14 feet to a concrete monument; thence, northeasterly around a curve to the southerly margin of Matilda Street; thence, with the same, southeasterly 158.42 feet to a concrete monument; thence southwesterly 240 feet to a monument at the corner of Lot 161; thence, with the line between Lots 160 and 161, northwesterly 190.38 feet to the point of beginning.
>
> BEING the same property conveyed to Charles R. Duncan and wife, Wilma W. Duncan, by deed from Homequity, Inc., of record in Book 4485, page 250, Register's Office for Davidson County, Tennessee.

The said property shall be divested out of the parties as tenants by the entirety and vested in the parties as joint tenants, with survivorship obtaining - that is, in the event of the death of either party, the survivor shall own and hold title to the said property, together with all of the improvements thereon and the appurtenances thereto in fee simple, without any right, claim or demand on the part of the decedent's estate. HUSBAND shall have the sole and exclusive right to the use and occupancy of the said property during his lifetime. And, HUSBAND shall be

solely responsible for all upkeep, maintenance, taxes and insurance on the said property during his lifetime. Hazard insurance on the building structure(s) shall be in the joint names of the parties as their interest may appear. Notwithstanding any provisions to the contrary, HUSBAND shall have the absolute right, during his lifetime, to direct that the property be sold, and he shall further have the right to establish the sale price, select the realtor and otherwise make all decisions respecting the sale of the said property. But, in the case of any sale or transfer of HUSBAND's interest in the said property, WIFE shall be paid, in cash, the sum of Twenty-Five Thousand Dollars ($25,000.00), on the date of deed or at the closing of said sale or transfer.

BANK ACCOUNTS

4. The parties have hereto made a division of all bank accounts owned by them jointly. All savings or checking accounts presently in the name of HUSBAND or WIFE shall continue to be his or her property absolutely, without any right, claim or demand on the part of the other party.

STOCKS, BONDS AND SECURITIES

5. The parties represent and warrant that they own no stocks, bonds or securities, jointly or severally, except for certain stock in Ford Motor Company, having a present approximate value of Twelve Thousand Dollars ($12,000.00) which will become vested in HUSBAND at his retirement. All right, title or interest which WIFE may have in and to the said stock is divested out of WIFE and vested in HUSBAND, to be his absolutely.

HOUSEHOLD GOODS

6. The parties have heretofore made a division of all household goods, furniture, fixtures, appliances, tools, equipment and other personal property heretofore recognized as the joint property of the parties during the marriage.

A. Ownership and title to the following personal property shall be vested and fixed in Wife, to be hers absolutely:

(i) All living room furniture to include a sofa, love seat, chair with foot rest, two (2) lamps, octagon table, shaving stand and large picture entitled "Chess Players";

(ii) All dining room furniture to include the dining table, hutch, eight (8) chairs and all pictures;

(iii) Hitachi twenty-one (21") inch TV set located in the den;

(iv) Electrolux vacuum cleaner;

(v) Blue lamp in the master bedroom;

(vi) All dining room dishes;

(vii) Apothecary jars and candy jars;

(viii) Dining room silverware;

(ix) Antique pitchers and bowls;

(x) Electric mixer;

(xi) All collectible jars;

(xii) Antique telephone and antique clock;

(xiii) Bedroom suite (belonging to Rosemary Clemas);

(xiv) One-half (1/2) of all pots, pans and cookware;

(xv) One-half (1/2) of all towels, linens and washcloths;

(xvi) One-half (1/2) of all household pictures;

(xvii) One-half (1/2) of all family memorabilia;

(xviii) Sewing Machine;

(xix) Christmas Dishes;

(xx) Artificial Tree in living room;

(xxi) Bedroom suite consisting of a dresser, night stand, chest and mattress, now in the possession of the parties' children.

B. Ownership and title to all other household goods, furniture, fixtures, appliances, tools and equipment shall be vested and fixed in Husband, to be his absolutely.

C. Each party will retain his or her clothing, jewelry and other personal effects.

AUTOMOBILES-VEHICLES

7. The parties own a 1993 Mercury Cougar automobile encumbered by a lien in favor of Ford Motor Credit Company in the approximate amount of $16,514.00 payable in monthly installments in the amount of $327.00 each, a 1977 Ford Thunderbird which is free and unencumbered, and a 1985 Mercury 4-door automobile which is free and unencumbered. Ownership and title to the 1993 Mercury Cougar will be vested and fixed in WIFE, to be hers absolutely. WIFE will be responsible for the payment of the monthly installment payments on the said vehicle through Ford Motor Credit Company in the amount of Three Hundred Twenty-Seven and 01/100 Dollars ($327.01) between date hereof and December 31, 1993. HUSBAND will be responsible for the monthly payments payable to Ford Motor Credit Company in the amount of Three Hundred Twenty-Seven and 01/100 Dollars ($327.01) for the period between January 1, 1994, and June 30, 1994. Thereafter, WIFE shall be solely responsible for payment of the balance of the indebtedness owing to Ford Motor Credit Company on the said vehicle and will indemnify and hold HUSBAND harmless from same. Ownership and title to the 1977 Ford Thunderbird and the 1985 Mercury 4-door automobile will be vested and fixed in HUSBAND, to be his absolutely. HUSBAND will be responsible for all upkeep, maintenance, taxes and insurance on all automobiles or vehicles from date hereof until thirty (30) days after an absolute divorce is granted to WIFE.

ALIMONY

8. The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

DEBTS

9. WIFE will be solely responsible for payment of the balance of the indebtedness owing on a Mastercard account, Castner Knott account and City Finance Account in the sole and separate name of WIFE. HUSBAND will be solely responsible for payment of the balance of any and all other debts and obligations in his sole and separate name or in the joint names of the parties, including but not limited to the following debts and obligations:

Debt	Approximate Balance
Visa card	$ 10,000.00
Mastercard	6,738.00
Liberty National Bank	1,050.00

Levy's	213.00
South Central Bell	50.00
AT&T	24.00
Dillards	1,535.00
J. C. Penney	328.00
First American - PLC	1,077.00
First American - Note No. 4-606-1025	600.00
First American - Note No. 4-707-1050	600.00
Aetna Casualty	151.00
Aetna Casualty	177.00
Gary Davis, Dentist	53.00
J. P. Brown Drugs	40.00

Each party will indemnify and hold harmless the other party from any cost, expense or judgment relating to any claim, demand or suit concerning those debts he or she is assuming, including the other party's reasonable attorney's fees, court costs and other litigation expenses.

ADJUSTMENT OF PROPERTY INTERESTS

10. In order to adjust the interest of each party in the marital properties, HUSBAND will pay direct to WIFE the sum of Seven Hundred Dollars ($700.00) per month beginning July 1, 1994, and a like amount on the first day of each and every succeeding month for a total of sixty (60) consecutive months.

COLLEGE EXPENSES - JOHN M. DUNCAN

11. HUSBAND agrees that he will be solely responsible for the payment of all tuition, books, board, room and other expenses incurred or to be incurred by the parties' son, John M. Duncan, while he is attending the University of Tennessee at Knoxville through his graduation from the said University with an undergraduate degree. HUSBAND will be relieved from making said payments in the event John M. Duncan voluntarily terminates his education or is unable to attend school for any reason beyond his control.

ATTORNEY'S FEES

12. Each party will be responsible for the payment of one-half (1/2) of all attorney's fees incurred in connection with the said divorce proceedings now pending through the law offices of Homer R. Ayers, Attorney at Law. In addition, each party will be responsible for one-half (1/2) of all court costs in connection with the said divorce proceedings now pending.

EMPLOYMENT BENEFITS AND RETIREMENT

13. WIFE has vested retirement benefits and other benefits through her employer, Metropolitan Board of Education. HUSBAND has vested retirement benefits and other benefits through his employer, Ford Motor Company. The parties have entered into certain agreements concerning the interest of each of the parties in their respective retirement plans and retirements benefits which are intended by them to form a part of the Decree of Divorce and to be a "qualified domestic relations order" (QDRO) in accordance with 29 U.S.C. Section 1056 (d) (Section 206 [d] of the Employee Retirement Income Security Act, as amended ("ERISA")) and Section 414 (p) of the Internal Revenue Code. In compliance with these provisions, the following is ORDERED and approved by the Court, and specified:

A. WIFE's retirement benefits. All right, title or interest which HUSBAND may have in and to WIFE's retirement benefits and other employment benefits afforded to her through her employer, Metropolitan Board of Education, Nashville, Tennessee, a part of the Nashville, Davidson County, Metropolitan Government, is hereby divested out of HUSBAND and vested in WIFE, to be hers absolutely. Henceforward, HUSBAND shall have no right, claim or interest in any of WIFE's retirement benefits or other employment benefits afforded to her through the said employer.

B. Assignment - HUSBAND's retirement - HUSBAND's retirement plan. This QDRO assigns a portion of the benefits payable with respect to Charles Richard Duncan ("Participant") under the Ford Motor Company General Retirement Plan ("Defined Benefit Plan") sponsored or adopted by Ford Motor Company ("Company") to WILMA CAROLYN WILLIAMS DUNCAN, a/k/a CAROLYN DUNCAN ("Alternate Payee")

in recognition of the existence of Alternate Payee's marital rights in Participant's benefits payable under the Plan.

(i) Participant information. Participant last known mailing address is 4068 Matilda Drive, Nashville, TN 37207. Participant's date of birth is 10/09/31. Participant's social security number is [redacted]46-[redacted]30.

(ii) Alternate Payee information. Alternate Payee's mailing address is White Oaks Apartments, 5610 Old Hickory Blvd., Apt. B-17, Hermitage, TN 37076. Alternate Payee's date of birth is 02/26/41. Alternate Payee's social security number is [redacted]-0534.

(iii) Plan information. On December 31, 1992, Participant's accrued benefit under the Defined Benefit Plan was $1,885.00 per month for life, beginning at Participant's age 62.

(iv) Division of Benefit. As part of a just and right division of the estate of the parties, the Court awards, assigns and grants to Alternate Payee twenty-five percent (25%) of Participant's benefit, which will accrue as of the date of Participant's retirement or July 1, 1999, whichever occurs later.

(v) Cost of living increases. In the event the Plan pays cost of living increases for Participant at any date while Alternate Payee is receiving benefits from the Plan, Alternate Payee shall also receive her proportionate share of each increase.

(vi) When benefits begin. Alternate Payee shall begin to receive benefits when Participant begins to receive benefits under the Plan or on July 1, 1999, whichever occurs later.

(vii) Form of benefits. Alternate Payee shall have the right to elect to receive her benefits in any form permitted by the Plan for Participant as of the date Alternate Payee elects to begin receiving benefits, including an annuity measured by Alternate Payee's life, provided, however, that such method must provide for distribution within the time limits imposed by Section 401 (a) (9) of the

Internal Revenue Code and regulations thereunder, and provided further that Alternate Payee may not elect a joint and survivor annuity if the survivor annuitant is Alternate Payee's spouse.

(viii) Death benefits. Alternate Payee shall be considered a surviving spouse of the Participant under Section 205 of ERISA and under the Plan to the extent of the death benefits provided to Alternate Payee hereunder for purposes of determining her entitlement to benefits only. However, Participant may designate any other beneficiary for the balance of the death benefit payable under the Plan, if any, without obtaining Alternate Payee's consent, and Alternate Payee may designate any beneficiary for the death benefit payable under this Order without obtaining Participant's consent. Benefits shall be affected by Participant's or Alternate Payee's death as follows:

(a) Should Participant die before beginning to receive benefits under the Plan, whether or not Alternate Payee has begin to receive benefits under the Plan, Alternate Payee shall be entitled to the benefit specified in Paragraph 11, B (iv), as set forth herein, but reduced to the extent necessary to not exceed the death benefit under the Plan. If two or more beneficiaries are entitled to a death benefit under the Plan, an account of Participant's death and the death benefit payable due to Participant's employment under the Plan is less than Participant's accrued benefit under the Plan (before reduction by this Order), the benefit specified in Paragraph 11, B (iv) shall be reduced by multiplying it by a fraction, the numerator being Participant's death benefit and the denominator being Participant's accrued benefit.

(b) Should Participant die after beginning to receive benefits under the Plan, Alternate Payee's benefit shall not be affected by this death.

(c) Should Alternate Payee die before beginning to receive benefits due her under this Order, the benefits described in Paragraph 11, B (iv), as may be modified by any terms of this Agreement, shall be paid to her designated beneficiary, beginning on the earliest date on which benefits could begin to be paid to the Alternate Payee under Paragraph 11, B (vi) or sixty (60) days following the beneficiary's notification to the Plan of Alternate Payee's death, if later. However, if Participant dies before Alternate Payee's beneficiary begins to receive benefits under the Plan, a death benefit shall be payable to Alternate Payee's beneficiary only if the death benefit under the Plan is not limited to a surviving spouse, or, if it is, only if there is a surviving spouse.

(d) Should Alternate Payee die after beginning to receive benefits from the Plan but before receiving all benefits due her under this Order, any further death benefit payable to Alternate Payee from the Plan shall be determined according to the form in which Alternate Payee was receiving benefits prior to her death. Thus, if Alternate Payee dies while receiving benefits from the Plan under an annuity payable for her life, benefits under the Plan will terminate on Alternate Payee's death. However, if Alternate Payee is receiving benefits under a joint and survivor annuity or for a specified term, her designated contingent annuitant or beneficiary shall continue to receive benefits in accordance with that form of payment after Alternate Payee's death.

(e) Alternate Payee shall have the same rights to designate a form of payment or designate a beneficiary or beneficiaries with respect to the survivor benefits payable on account of

Alternate Payee's death under this order as Participant has with respect to survivor benefits payable on account of her death. If Alternate Payee fails to designate a beneficiary, the survivor benefit shall be payable to Alternate Payee's estate. If Alternate Payee fails to designate a form of payment, the death benefit shall be payable in a lump sum or, if lump sums are not authorized under the Plan, in the form of a life annuity to Alternate Payee's beneficiary. However, payments to Alternate Payee's beneficiary shall be subject to the restrictions provided in Paragraph 11, B (vii).

(ix) Return to work. In the event Participant returns to work after retirement and after Alternate Payee has begin to receive benefits under the Plan, Alternate Payee's benefits shall not be affected by Participant's return to work.

(x) Separate property. The benefits payable to Alternate Payee pursuant to this Order shall be the separate property of Alternate Payee, and Participant is hereby divested of all right, title and interest in such Property. The Plan benefits not assigned to Alternate Payee pursuant to this Order shall be the separate property of Participant, and Alternate Payee is hereby divested of all right, title and interest in such property.

(xi) Application. This QDRO shall apply for the life of the Alternate Payee, and for such period after the Alternate Payee's life as is required to pay out the death benefit due Alternate Payee's beneficiary under this Order. This QDRO is not intended to require the Plan to provide any type or any form of benefit not otherwise provided under the Plan, or to require any payments at a time which is not provided by law or applicable rulings or regulations, or to require the Plan to provide for increased benefits (determined on the basis of actuarial value). This QDRO does not

require the Plan to provide benefits to Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

(xii) Taxes. Alternate Payee is ORDERED and DECREED to report any retirement payments received by her on an applicable income tax return, provided that any after-tax, employee contributions to the Plan, together with other amounts treated as the Participant's investment in the contract, determined on the valuation date immediately (either following or preceding date of divorce) shall be apportioned to Alternate Payee in the same proportion as the present value of Alternate Payee's benefit as of that date is to the present value of Participant's accrued benefit as of that date. The Plan trustee is authorized to issue an IRS Form W-2P or 1099 to Alternate Payee on any direct payment to Alternate Payee.

(xiii) Participant Constructive Trustee. While it is anticipated that the Plan Administrator will pay directly to Alternate Payee the benefit awarded to her, Participant is designated as constructive trustee to the extent he receives any retirement benefits under the Plan that are due to Alternate Payee but paid to Participant. Participant is ORDERED AND DECREED to pay the benefit defined above directly to Alternate Payee within five (5) days after receipt by Participant.

(xiv) Savings and Stock Investment Plan. Any and all right, title or interest which Alternate Payee may have in and to the Savings and Stock Investment Plan of Participant is divested out of her and vested in the Participant to the end that the Participant shall be and become sole owner of any Savings and Stock Investment Plan and the proceeds therefrom, whether now in force or in force in the future.

C. Approval by Plan Administrator - Ford Motor Company, General Retirement Plan. The terms, conditions and provisions contained in

Paragraph 11, as hereinabove set forth, are intended by the parties as a Qualified Domestic Relations Order, if approved by the Court, as defined by Section 206 (D) (3) (B) of ERISA and will be subject to approval of the Plan Administrator for the Ford Motor Company General Retirement Plan and its legal counsel. Accordingly, this Marital Dissolution Agreement will, upon approval by the Court, be submitted to the Plan Administrator, who will be required to render an opinion within sixty (60) days as to whether the terms, provisions and conditions, as contained herein, is a "Qualified Domestic Relations Order", as defined, and it will notify the Participant and the Alternate Payee of same. Accordingly, the parties agree that they will execute any other or further documents determined by the Plan Administrator to be necessary for approval as a "Qualified Domestic Relations Order", as defined, but conforming to the intent of the parties as stated herein.

LIFE INSURANCE

14. HUSBAND currently carries a basic life insurance policy through his employer, Ford Motor Company, with survivor benefits as of December 31, 1992, in the amount of $82,776.00. It is understood and agreed that the said basic life insurance benefits may be decreased in the future by reason of HUSBAND's age, retirement and other factors. HUSBAND agrees to keep in full force and effect such life insurance as may be afforded to him through Ford Motor Company for and during the remainder of his natural life, with WIFE and the parties' children named as beneficiaries thereunder in the following percentage shares:

Beneficiary	Percentage Share
Carolyn Duncan	40%
Cecily D. Duncan	15%
Audrey L. Duncan	15%
James R. Duncan	15%
John M. Duncan	15%

MODIFICATION, WAIVER OF BREACH

15. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

RELEASE OF CLAIMS

16. Except as otherwise herein expressly provided, the parties shall and do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, claims demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this Agreement.

IMPLEMENTING AGREEMENT

17. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonable require for the purpose of giving full force and effect to the provisions of this Agreement.

18. In the event of the failure or refusal of either of the parties to execute and deliver any necessary or required deeds, instruments, conveyances or other documents to the other, then this Agreement shall be deemed to stand in the place of such document and shall have the same effect of such document, deed or instrument of conveyance would have if properly executed, acknowledged and delivered.

FUTURE TRANSACTIONS

19. It is understood and agreed by the parties that, from 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 payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

TENNESSEE LAW GOVERNS

20. This Agreement shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

21. This Agreement constitutes the entire understanding of the parties, It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

WITNESS our hands on the day and date acknowledged below.

Wilma Carolyn Williams Duncan
WILMA CAROLYN WILLIAMS DUNCAN

Charles Richard Duncan
CHARLES RICHARD DUNCAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, WILMA CAROLYN WILLIAMS DUNCAN, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 28th day of Sept, 1993.

NOTARY PUBLIC

My Commission Expires: 9/17/97

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before, the undersigned, a Notary Public, in and for said County and State, CHARLES RICHARD DUNCAN, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 28th day of Sept, 1993.

NOTARY PUBLIC

My Commission Expires: 9/17/97

It is further ORDERED, ADJUDGED AND DECREED that all provisions of the said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

The final costs of this cause will be paid one-half (1/2) by the Complainant, WILMA CAROLYN WILLIAMS DUNCAN, and one-half (1/2) by the Defendant, CHARLES RICHARD DUNCAN, for which execution may issue if necessary.

ENTERED this the 5th day of October, 1993.

MARIETTA SHIPLEY, Judge

APPROVED FOR ENTRY:

HOMER R. AYERS, Attorney at Law
Bank of Goodlettsville, Suite 201
112 Long Hollow Pike
Goodlettsville, Tennessee 37072
Supreme Court No. 2580

HOMER R. AYERS, Attorney

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 05 day of OCTOBER , 1993 , in the Case Number 93D2482 between DUNCAN, WILMA CAROLYN WILLIAMS Plaintiff, and DUNCAN, CHARLES RICHARD 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 18 day of OCTOBER in the year two thousand seven and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

