IN THE CHANCERY COURT FOR CHEATHAM COUNTY, TENNESEE

AT ASHLAND CITY

CAROL PATRICE ADAMS
Plaintiff.

v.

BRUCE CURRIE ADAMS
Defendant

No. 11876

I CERTIFY THIS TO BE A TRUE COPY
November 4, 2010
Pamela Jenkins C&M

FILED: 1-29-2004 AT 10:35
PAMELA JENKINS, CLERK & MASTER

ENTERED MINUTE BOOK A-49
PAGE 640 1-29-2004

FINAL DECREE

THIS cause came on to be heard on the 29 day of January, 2004, before the Honorable Leonard W. Martin, Chancellor, upon the Complaint for Absolute Divorce heretofore filed by the Plaintiff, Carol Patrice Adams; the written Marital Dissolution Agreement heretofore entered into by and between the parties which is sworn to; the Permanent Parenting Plan executed by both parties; the certification by counsel for plaintiff that the plaintiff has attended the required parenting seminar; and the entire record in this cause; from all which it appeared to the satisfaction of the Court that the allegations contained in the plaintiff's Complaint have been sustained by the proof: that is, that there are irreconcilable differences between the parties; and that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor child of the parties of this marriage and for the equitable settlement of any and all property rights by and between the parties.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds

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of matrimony heretofore existing between the parties be and are hereby forever and perpetually dissolved, and the Plaintiff, Carol Patrice Admas, is hereby awarded an absolute divorce from the defendant, Bruce Currie Adams, and restored to all rights and privileges of an unmarried person.

It is further ORDERED and DECREED by the Court that the parties' written Marital Dissolution Agreement bearing the date of December 22, 2003, is approved and ratified by this Court and incorporated by reference into this Divorce Decree.

It is further ORDERED and DECREED by the Court that the parties' written Permanent Parenting Plan signed by the Chancellor is approved and ratified by this Court and incorporated by reference into this Divorce Decree.

It is further ORDERED and DECREED by the Court that the incorporated Marital Dissolution Agreement and Permanent Parenting Plan are within the guidelines for child support set forth by this Court, and that paying child support directly without a wage assignment is in the best interest of the minor children of the parties.

The current addresses and social security numbers of the parties and the minor child are as follows:

Plaintiff
Carol Patrice Adams
6948 Stone Creek Road
Nashville, TN 37221
SS# [redacted]-7704

Defendant
Bruce Currie Adams
1035 South Harpeth Road
Kingston Springs, TN37082
SS# [redacted]-8668

CHILDREN
Harris Currie Adams SS# [redacted]-5192, D.O.B. 02/07/89
Patrick Thomas Adams SS# [redacted]-9287 D.O. B. 01/03/95

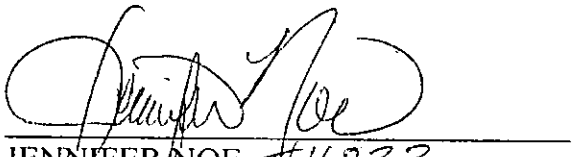
It is further ORDERED and DECREED that the parties shall have sixty days from the entry of this Final Decree to attend the parenting classes.

It is further ORDERED and DECREED by the Court that the Defendant is responsible for the payment of all unpaid court costs of this cause, for which let execution issue, if necessary.

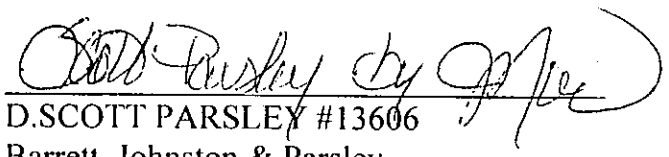
ENTER this 19th day of [illegible], 2004.

CHANCELLOR

APPROVED FOR ENTRY:



JENNIFER NOE #16833
Attorney for Defendant
102 Frey Street
Ashland City, TN 37015
615-792-5635



D.SCOTT PARSLEY #13606
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217 Second Avenue North
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(615) 244-2202

IN THE CHANCERY COURT FOR CHEATHAM COUNTY, TENNESSEE

CAROL PATRICE ADAMS	)	
	)	
v.	)	No: 11876
	)	
BRUCE CURRIE ADAMS	)	

MARITAL DISSOLUTION AGREEMENT

FILED: 1-16- 2004 AT 10:30
PAMELA JENKINS, CLERK & MASTER

WHEREAS, there is presently pending in the Chancery Court, Cheatham County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 11876.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

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

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

NO INTERFERENCE

Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel

or endeavor to compel the other to cohabit or dwell with him or her.

III.

TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not sale or exchange or other disposition, but represents a division of property by co-owners.

IV.

ALIMONY IN SOLIDO

CPP 48,000.00 BLA

As alimony in solido, Husband shall pay to Wife the amount of ~~$45,000~~.00 payable periodically at the rate of $500.00 per month, for 96 months due on the 1st of each month beginning January 1, 2004. Both parties understand that this amount cannot be modified by either party for any reason.

V.

CHILD CUSTODY, VISITATION AND SUPPORT

Custody of the children, visitation, and support, are dealt with in the Parenting Plan.

VI.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VII.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Husband shall be awarded the following property:

1. State Farm Life Insurance Policy with a cash value of $23,790.00, Policy #1005-0968
2. UBS IRA Account No: VX 20295-99, in the amount of $7,404.00
3. Wachovia Roth IRA Account No: 1034-4181, in the amount of $3,757.00
4. IRA with American Funds, Account No: 05-64255429, balance $13,238.00
5. IRA, American Funds, Account No: 07-64255429, in the amount of $13,462.00
6. IRA, American Funds, Account No: 10-64255429, in the amount of $17,255.00
7. Chaparral Boat
8. Ex Mark Lawn Mower

Wife shall be awarded the following property:

1. Husband shall pay to Wife the amount of $152,000 cash as a division of property for her interest in the parties' marital property.
2. State Farm Life Insurance Policy No: 1010-9410 with a cash value of $1,435.00
3. State Farm Life Insurance Policy No: 1199-6555 with a cash value of $2,834.00
4. Wachovia Roth IRA, Account No: 1038-2359, balance $13,391.00
5. Wachovia IRA, Account No: 10130414, balance $3,828.00
6. IRA, American Funds, Account No: 05-65255427, balance $8,996.00
7. IRA, American Funds, Account No: 07-64255427, balance $9,193.00
8. IRA, American Funds, Account No: 10-64255427, balance $11,666.00
9. IRA with UBS, Account No: VX 00245 99, balance $44,037.00. This account is currently titled jointly. Mr. Adams will provide all documentation and signatures and cooperation necessary to transfer this entire balance to Wife. The Wife shall be solely liable for any tax consequences in regard to this account.

Wife shall be awarded the 2000 Camry LE.

VIII.

PROMISSORY NOTE

In addition thereto, to equalize the marital estate, Mr. Adams shall pay to Mrs. Adams the amount of $138,000.00, which shall be paid in the amount of $1,589.38 per month for one hundred eight (108) months. Husband has endorsed the attached note which bears an interest rate of 5% per annum. This amount shall be paid directly to Mrs. Adams and is due and payable by the 1st of each and every month beginning January 1, 2004. Wife shall have a first lien on the real property of the business located at 2700 Larmon Drive, Nashville, Davidson County, Tennessee, to secure the payment of this $138,000.00 debt. Husband shall sign a promissory note regarding repayment of the

above indebtedness.

IX.

REAL PROPERTY

1. Husband is awarded all right, title and interest in the real property located at 1035 S. Harpeth Road, Kingston Springs, Tennessee, more particularly described as follows:

> Lot No. 2 of the Seaman property, Beginning at a common point on the northerly side of South Harpeth Road between Lots Nos. 1 and 2 of the unrecorded plat of Gaffron & Feffers, thence leaving said road, and running N. 47 degrees 57' 45" W. 800.5 feet to an 18 inch beech tree; thence N. 61 degrees 44' 10" E. 340.23 feet; thence S. 53 degrees 37' 25" E. 570.32 feet; thence along South Harpeth Road, S. 21 degrees 01' 22" W. 327.81 feet; thence S. 41 degrees 37' 02" W. 70.58 feet to the beginning, containing 5.57 acres, more or less.
>
> Being the same property conveyed to Bruce Adams by deed from Judy W. Seaman, unmarried, dated May 24, 1983, of record in Book 222, page 301, Register's Office of Cheatham County, Tennessee.

All right, title and interest of Wife, Carol Patrice Adams, is hereby divested out of her completely and reinvested solely in Husband, Bruce Currie Adams. Husband shall assume and pay all debt owing on the above-described real property and shall hold Wife harmless from any liability thereon.

2. Husband is awarded all right, title and interest in the business real property located at 2700 Larmon Drive, Nashville, Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 41 on the Map of Berrywood as of record in Book 1835, page 24, Register's Office for said county, to which reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Bruce C. Adams and wife, C. Patrice Adams, by deed from W. Nat Williams, dated October 2,

1998, of record in Book 11165, page 94, Register's Office for Davidson County, Tennessee.

All right, title and interest of Wife, Carol Patrice Adams, is hereby divested out of her completely and reinvested solely in Husband, Bruce Currie Adams. There is no debt associated with this real property. Wife shall have a lien on this real property securing payment of the $138,000.00 note to her pursuant to Paragraph VIII of this Agreement.

3. Wife is awarded all right, title and interest in the real property located at 212 Trenton Street, Rutherford, Gibson County, Tennessee, more particularly described as follows:

Land in the Ninth Civil District of Gibson County, State of Tennessee, being more particularly described as follows:

BEGINNING at a point n the East margin of Trenton Street, which point is at the Southwest corner of the Troy Gammons lot and which point is the Northwest corner of the herein described lot; thence, from the point of beginning and with the South line of Gammons, East 155.00 feet to the West line of Gardner; thence, with the West line of Gardner, South 51.00 feet to the North line of Gilliland; thence, with the North line of Gilliland, West 155.00 feet to a point in the East margin of Trenton Street; thence with the East margin of Trenton Street, North 51.00 feet to the point of beginning, as surveyed by Reasons Engineering & Associates, RLS 508, Humboldt, Tennessee, on December 9, 1991.

Being the same property conveyed to Carol Patrice Adams and husband, Bruce Adams, by deed from Faye Stringer, dated January 25, 2001, of record in Book 632, Page 69, Register's Office of Gibson County, Tennessee.

All right, title and interest of Husband, Bruce Currie Adams, is hereby divested out of him completely and reinvested solely in Wife, Carol Patrice Adams. There is no indebtedness on this real property.

X.

BRUCE ADAMS CONSTRUCTION COMPANY, INC.

Husband is awarded all right, title and interest in the business known as Bruce Adams Construction Company, Inc. Husband shall assume and pay all debts and all taxes owing in connection with said business and shall hold Wife harmless from any liability thereon.

XI.

DEBTS

The parties have no joint debts.

XII.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

XIII.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for 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 U.S.C. §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 part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

XIV.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XV.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XVI.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XVII.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XVIII.

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XIX.

ATTORNEY FEES

The parties will each be responsible for their own attorney's fees. D. Scott Parsley represents Wife and Jennifer Noe represents Husband.

Witness our hands, this 15 day of December, 2003, as to the Wife, and the 22 day of December, 2003, as to the Husband.

CAROL PATRICE ADAMS

BRUCE CURRIE ADAMS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **CAROL PATRICE ADAMS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 15 day of December, 2003.

NOTARY PUBLIC

My Commission Expires: 3/25/06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **BRUCE CURRIE ADAMS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12 day of December, 2003.

NOTARY PUBLIC

My Commission Expires: 10/6/2004