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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

94 NOV 23 PM 4:27
RICHARD R. ROOKER, CLERK
D.C.

JANICE SHIPP MILLER,

Plaintiff,

vs.

GLENDON HUBBARD MILLER,

Defendant.

No. 93D-3218

FINAL DECREE OF DIVORCE

This cause came before the Court on the 23rd day of November, 1994, the Honorable Muriel Robinson presiding, upon the original Complaint for Divorce and the Marital Dissolution Agreement signed by the parties from which the Court finds as follows:

1. The parties have irreconcilable differences.

2. The parties have made an equitable distribution of their property and debts.

3. The parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children of this marriage.

4. The Court approves the Marital Dissolution Agreement of the parties.

5. The addresses of the parties are as follows:

Janice Shipp Miller 2404 Oakland Drive Nashville, Tennessee 37212	Glendon Hubbard Miller 1605 16th Avenue South #A-9 Nashville, Tennessee 37212

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Plaintiff, JANICE SHIPP MILLER, be and is hereby awarded an absolute divorce from the Defendant, GLENDON HUBBARD MILLER, and that the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the following Marital Dissolution Agreement of the parties is approved by the Court and is incorporated herein by reference, and made the Order of this Court. Said Agreement is, in words and figures, as follows:

BILL GARRETT, Davidson County
Trans:T20160109873 DEEDDIV
Recvd: 12/14/16 12:37 11 pgs
Fees:57.00 Taxes:0.00
20161214-0131128

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JANICE SHIPP MILLER,

Plaintiff,

vs.

GLENDON HUBBARD MILLER,

Defendant.

No. 93D-3218

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between GLENDON HUBBARD MILLER, hereinafter called Husband, and JANICE SHIPP MILLER, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since September 13, 1975, and there have been born of this marriage two minor children, namely Jackson Hubbard Miller, born August 10, 1977, and Sarah Byer Miller, born January 6, 1982; and

WHEREAS, certain differences and difficulties have arisen between the parties and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in amicable and mutually acceptable manner;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY AND VISITATION. (A) Husband and Wife shall have joint legal custody of the minor children. Husband shall have primary physical custody of Jackson Hubbard Miller, born August 10, 1977. Wife shall have primary physical custody of Sarah Byer Miller, born January 6, 1982.

(B) The non-custodial parent shall have reasonable, liberal visitation and the parents shall cooperate to permit the minor children to spend time with each other and with the other parent.

(C) Neither parent shall remove the permanent residence of the children from Davidson County or a county contiguous to Davidson County without the written permission of the other parent or the authorization of the Court.

2. CHILD SUPPORT. (A) Based on Husband's current gross income, he has an obligation to pay child support to Wife for the minor child in her physical custody in the amount of $925.66 per month. Based on Wife's current gross income, she has an obligation to pay child support to Husband for the minor child in his physical custody in the amount of $325.83 per month.

(B) So long as the Wife has an obligation to pay child support, the Husband shall pay to her $599.83 per month, representing the difference between the amount of child support that the Husband should pay the Wife and amount of child support that the Wife should pay the Husband. When Wife's obligation to pay child support terminates, Husband shall pay to her $925.66 per month.

(C) The guidelines are neither appropriate or equitable in cases where each parent has custody of one child and the deviation from the Tennessee Child Support Guidelines is appropriate. The parties acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment. Child support can not be reduced, prorated or terminated except by court order.

(D) Wife's obligation to pay child support shall terminate when the minor child Jackson Hubbard Miller has attained the age of eighteen and graduated from high school or obtained a high school diploma. Husband's obligation to pay child support shall terminate when the minor child Sara Byer Miller has attained the age of eighteen and graduated from high school or obtained a high school diploma.

3. MEDICAL INSURANCE. The Husband shall maintain and continue to maintain medical/health insurance for each of the parties' children so long as he or she is a minor. Husband shall maintain medical insurance for the children past the age of minority as long

as the coverage is available through his employer at a reasonable cost. All medical expenses for the minor children which are not covered by medical insurance shall be divided equally between the parties. Either parent shall present to the other any statement for any payments for which the other is responsible, together with proof of any amounts paid, within 30 days of receipt of the statement from the health care provider. The other parent shall make reimbursement of one-half of uncovered expenses paid, or pay the health care provider directly, or make arrangements acceptable to the health care provider as necessary for payments of outstanding expenses over time.

4. TAX DEDUCTIONS. It is mutually agreed that Husband may declare the minor child Jackson Hubbard Miller as a dependent for income tax purposes. It is mutually agreed that Wife may declare the minor child Sarah Byer Miller as a dependent for income tax purposes. In filing income tax returns for 1994, the Wife shall cooperate with the Husband and allow him to claim the minor child Sarah Byer Miller as a dependent if it is mutually beneficial to do so.

5. LIFE INSURANCE. The Husband shall maintain the decreasing term life insurance coverage currently in effect through TIAA/CREF naming the Wife as beneficiary. This obligation is entered into not only to secure the payments of child support and alimony but also as part of the equitable division of property. Within thirty (30) days from and after execution of this Agreement Husband shall furnish Wife with a copy of the policy and the appropriate beneficiary designations reflecting that he has named her as beneficiary of said proceeds.

6. TANGIBLE PERSONAL PROPERTY. The parties have heretofore divided their personal property between themselves. All furniture, appliances, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, appliances, furnishings and personal effects presently in the possession of Husband shall be his sole and separate property.

7. INTANGIBLE PERSONAL PROPERTY. (A) The Husband shall have as his sole property all cash, checking accounts, savings accounts, certificates of deposit, money market accounts, stocks, bonds, investments and other tangible or intangible personal property held in his sole name or used solely by him. Wife shall execute any and all documents necessary to terminate any rights which she may have in any accounts in Husband's name.

(B) The Wife shall have as her sole property all cash, checking accounts, savings accounts, certificates of deposit, money market accounts, stocks, bonds, investments and other tangible or intangible personal property held in her sole name or used solely by her. Husband shall execute any and all documents necessary to terminate any rights which he may have in any accounts in Wife's name.

8. REAL PROPERTY. (A) It is agreed that the house and lot located at 2404 Oakland Avenue, Nashville, Tennessee, titled in Husband's and Wife's names shall be solely vested in the Wife. Husband shall execute a Quitclaim Deed in favor of the Wife.

(B) Wife shall pay the outstanding indebtedness on the real property and hold the Husband harmless thereon. Wife shall be entitled to take any deduction for income tax purposes for interest payments and taxes in 1994 and thereafter.

9. AUTOMOBILES. (A) The Wife shall be vested solely in the 1991 Honda Accord automobile titled in her name. Wife assumes full responsibility for the payment of the indebtedness to Educators Credit Union secured by said vehicle.

(B) The Husband shall be vested solely in the Chevrolet Corsica in his possession. Husband assumes full responsibility for the lease payments and payment of any other indebtedness due on said vehicle.

10. DEBTS. (A) The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment.

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(B) Wife shall pay and continue to pay all indebtedness incurred in her sole name and shall hold Husband harmless thereon, including loans from her mother, loans for her education and any outstanding indebtedness to Vanderbilt Medical Center for services provided to her. Wife shall pay the indebtedness to Educators Credit Union secured by the 1991 Honda Accord and maintained in Husband's name.

(C) With the exception of the indebtedness to Educators Credit Union secured by the 1991 Honda Accord, Husband shall pay and continue to pay all indebtedness in his sole name and shall hold Wife harmless thereon.

(D) In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by law, contract or pursuant to the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(E) If in connection with any joint Federal Income Tax Return heretofore or hereafter filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party whose deduction, income, or misreporting result in the deficiency assessment.

11. PENSION PLAN. The parties acknowledge that Husband maintains funds through TIAA-CREF and that this is marital property in which Wife has an interest. Husband and Wife shall enter into a supplemental order to be filed with the Court which will provide that Wife shall receive a distribution in an amount equal to $28,000.00 from the accrued benefits of Husband's interest in the annuity plan. The distribution of Husband's pension plan shall be pursuant to a Qualified Domestic Relations Order (QDRO) as defined in the Employment Retirement Income Security Act (ERISA), 29 U.S.C. Section 1056, et seq.

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12. ALIMONY. Husband shall pay to Wife the sum of $1,000.00 per month for 120 months following entry of the Final Decree. This payment shall be rehabilitative alimony as defined by T.C.A. § 36-5-101(d). The obligation to pay this sum shall terminate if Wife dies or re-marries but neither the amount of the monthly payment nor the term shall be subject to increase or decrease otherwise. The payments shall be taxable to the Wife and deductible for the Husband for federal income tax purposes.

13. MAIDEN NAME. Wife shall have restored her maiden name of JANICE LYNN SHIPP.

14. ATTORNEYS' FEES. Each party shall be responsible for his or her respective attorney's fees.

15. COURT COSTS. Any costs of the Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

16. LEGAL PROCEEDINGS. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings to procure the enforcement of any provision of this Agreement, including an action for criminal contempt, if successful he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting or defending the action.

17. INCORPORATION. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding pending in the Fourth Circuit Court for Davidson County,Case No. 93D-3218 and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

18. FINAL SETTLEMENT. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, support rights and obligations of the respective parties hereto and shall constitute a discharge from all 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, courtesy, 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 the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

19. VOLUNTARY AGREEMENT. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Both parties acknowledge that they have read this Agreement, and it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

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

21. FULL DISCLOSURE. Each party represent to the other and acknowledges that there are no assets owned by them, either jointly or individually, and that 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 in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

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

23. 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.

24. EXECUTION OF DOCUMENTS. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute

and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

25. AMENDMENT. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

26. WAIVER. By his notarized signature on the Agreement, Husband waives further service of process and the filing of an Answer.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

GLENDON HUBBARD MILLER

JANICE SHIPP MILLER

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, Julie L. Whalen, a Notary Public in and for the aforesaid State and County, JANICE SHIPP MILLER, the within named party, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this the 21st day of November, 1994.

NOTARY PUBLIC

My Commission Expires: 1-22-95

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, Irwin Uberti, a Notary Public in and for the aforesaid State and County, GLENDON HUBBARD MILLER, the within named party, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this the 7 day of November, 1994.

NOTARY PUBLIC

My Commission Expires: 7/26/97

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IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff be restored the maiden name of Janice Lynn Shipp.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against the Defendant, for which execution may issue, if necessary.

IT IS SO ORDERED.

ENTERED this the 23rd **day of** Nov, **, 1994.**

JUDGE

APPROVED FOR ENTRY:

Lucinda E. Smith

Lucinda E. Smith #5056
DODSON, PARKER & BEHM
306 Gay Street
P. O. Box 198806
Nashville, Tennessee 37219-8806
(615) 254-2291
Attorney for Plaintiff

CERTIFICATE OF SERVICE

This will certify that a true and correct copy of the foregoing has been mailed postage pre-paid to Mr. Irwin B. Venick, Dobbins & Venick, 2100 West End Avenue, Suite 850, Nashville, Tennessee 37203 on this the 23rd day of November, 1994.

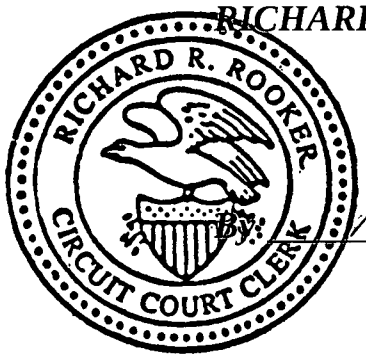
Lucinda E. Smith
Lucinda E. Smith

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 23 day of NOVEMBER, 1994, in Docket Number 93D3218 between MILLER, JANICE SHIPP, Plaintiff, and MILLER, GLENDON HUBBARD, 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 14 day of DECEMBER in the year two thousand sixteen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,



Deputy Clerk

[SEAL]