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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 FINAL DECREE heretofore filed in the EIGHTH Circuit Court for Davidson County, Tennessee, on the 20 day of JANUARY, 1989, in Docket Number 87D2916 between SANDERS, DORIS MAE, Plaintiff, and SANDERS, SAMUEL BOONE JR, 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 28 day of JUNE in the year two thousand eighteen and in the 241 year of American Independence.

RICHARD R. ROOKER, Clerk,

RICHARD R. ROOKER CIRCUIT COURT CLERK

By: _____
Deputy Clerk

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DORIS MAE PARKS SANDERS,)
)
VS.) NO. 87D-2916
)
SAMUEL BOONE SANDERS, JR.)

FILED
1989 JAN 20 PM 4:03
D.C.

FINAL DECREE

This cause came on to be heard on January 20, 1989, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon Husband's counterclaim for divorce, Wife having withdrawn her original complaint for divorce from bed and board and her answer to Husband's counterclaim and Husband having withdrawn his answer to Wife's original complaint for divorce from bed and board; upon testimony of Husband in open court; upon the Marital Dissolution Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, support obligations, and apportionment of responsibility for payment of the parties' joint and individual debts; statement of counsel and the entire record in said cause, from all of which the Court affirmatively found that the allegations of Husband's counterclaim are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Husband to an absolute divorce, that the parties, by written agreement, have made adequate and sufficient provision for the equitable settlement of any property rights between themselves, that this Marital Dissolution Agreement should be approved, and that the sixty (60) day waiting period, as required by statute, has elapsed. The Husband lives at 6666 Brookmont Terrace, #703, Nashville, TN 37205, and the Wife lives at The Continental, #1106, 3415 West End Avenue, Nashville, TN 37203.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DORIS MAE PARKS SANDERS,	)	
	)	
Plaintiff and Counter-Defendant,	)	
	)	
vs.	)	No. 87D-2916
	)	
SAMUEL BOONE SANDERS, JR.,	)	
	)	
Defendant and Counter-Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

The parties to this Agreement are Doris Mae Parks Sanders and Samuel Boone Sanders, Jr. who were married on July 18, 1964 in Springfield, Robertson County, Tennessee and to which marriage there have been two children born; however, both children are now emancipated and there are no longer any minor children of this marriage. The parties have determined that they have certain irreconcilable differences upon which they are unable to reconcile and for which a divorce should be granted.

The parties have accumulated certain real estate and personal property as well as indebtedness and the parties have agreed to what each feels under the circumstances is an equitable division, all of which is subject to the approval of the Court at the final hearing of this cause.

The original Complaint for Divorce from Bed and Board was filed by Doris Mae Parks Sanders on August 24, 1987 and the Answer and Counter-Complaint for Absolute Divorce was filed by Samuel Boone Sanders, Jr. on December 18, 1987 and this cause has been assigned to the Probate Court for Davidson County, Tennessee. The parties realize that the Counter Complaint for Absolute Divorce on the grounds of irreconcilable differences must have been filed in the Circuit Court Clerk's Office for Davidson County, Tennessee for a period of sixty days before a Motion can be filed to have the case placed on the Court's uncontested docket for trial on the grounds of irreconcilable differences.

The parties have agreed that they do in fact have irreconcilable differences and that the Counter Plaintiff,

Samuel Boone Sanders, Jr., may proceed to obtain an absolute divorce and that they have agreed upon all matters hereinafter stated.

The original Plaintiff, Doris Mae Parks Sanders, shall hereinafter be referred to as the Wife and the counter Plaintiff, Samuel Boone Sanders, Jr., shall hereinafter be referred to as the Husband.

1. ABSOLUTE DIVORCE. The Husband may obtain an absolute divorce on the ground of irreconcilable differences.

2. PERSONAL PROPERTY. The following items of household furniture and furnishings and other personal property, which items are presently in the possession of the Husband, shall become the sole property of the Wife:

a. Grandfather Clock.
b. Antique marble top chest with drawers (located in the Husband's bedroom at this time).
c. Six Remington bronze statues.
d. Two oriental rug runners (one of which is located in the foyer and one of which is located in the hallway of the Husband's home).
e. The leather couch in the den.
f. The bow front desk (presently located in the Husband's living room).
g. A washer.
h. A dryer.
i. A refrigerator

Any and all interest which the Husband may have in the above stated items of household furniture, furnishings and personal property shall be divested from the Husband and vested in the Wife for her sole and separate use.

All other items of household furniture, furnishings and other items of personal property presently in the possession of the Husband shall become the sole property of the Husband and any and all interest which the Wife may have in said items of household furniture, furnishings and other items of personal property presently in the possesion of the Husband shall be divested from the Wife and vested in the Husband for his sole and separate use.

Likewise, all items of household furniture, furnishings and other items of personal property presently in the possesion of the Wife shall become the sole property of the Wife and any and all interest which the Husband may have in said items of

household furniture, furnishings and other items of personal property presently in the possession of the Wife shall be divested from the Husband and vested in the Wife for her sole and separate use.

3. VEHICLES. The Mercedes vehicle which is presently in the possession of the Wife shall become the sole property of the Wife and the Husband shall sign whatever documents are necessary to transfer title of said vehicle from the Husband to the Wife. In addition, the Husband shall continue making the monthly payments on the Wife's Mercedes vehicle until the lien on the Mercedes vehicle is paid in full. All other vehicles shall become the sole property of the Husband.

4. ALIMONY. Within ten days of the date of the Final Decree of Divorce, the Husband shall pay directly to the Wife the sum of $60,000.00 as alimony in solido; however, it is understood and agreed by the parties that the aforementioned $60,000.00 payment will not be recognized as income to the Wife under Internal Revenue Code Section 71(B)(1)(B) and will not be deductible by the Husband under Internal Revenue Code Section 215.

The Husband shall pay directly to the Wife by way of direct deposit into the Wife's checking account on the first day of each month commencing with the month of February, 1989 the sum of $2,000.00 per month as alimony with said $2,000.00 per month payments from the Husband to the Wife to continue for a period of ten years or until the Wife dies or remarries or the Husband's death, whichever event occurs first. Said alimony payment of $2,000.00 per month shall be taxable to the Wife and deductible by the Husband for Federal Income Tax purposes. Until February 1, 1989, the Husband shall continue to pay directly to the Wife the sum of $500.00 per week as pendente lite support.

5. LIFE INSURANCE. The Husband shall purchase a $250,000.00 decreasing term life insurance policy on his life naming the Wife as the owner and the Wife as beneficiary of said life insurance policy so that the Wife will receive the premium notices and can make certain that the Husband shall pay the

periodic premiums in order to keep the life insurance policy in full force and effect. The Husband shall purchase said $250,000.00 decreasing term life insurance policy for the purposes of protecting the $2,000.00 per month alimony payments directly to the Wife. The Husband shall maintain said policy for a period of ten years or until the Wife's death or remarriage or the Husband's death, whichever event occurs first.

6. REAL ESTATE. The Husband and Wife shall continue to hold title and ownership of the following real estate as tenants in common:

> LAND in the Second Civil District of Davidson County, Tennessee, being a 56.74 acre tract as described by a survey dated January 16, 1979, and made by Lewis E. Mefford, Jr., Engineer and Surveyor, Tennessee No. 5076 and said land being described as follows:
>
> BEGINNING at an iron pin in the southerly margin of Una Antioch Pike being a corner to A.S. Johnson who acquired his title to the adjoining land in Book 971, page 426, Register's Office for Davidson County, Tennessee; thence with the southerly margin of Una Antioch Pike N 38 degrees 54' 00" East 70 feet to a point; thence North 87 degrees 14' 00" East 117 feet to a point; thence North 57 degrees 22' 00" East 209.50 feet across an old abandoned road to a point; thence North 89 degrees 22' 00" East 95.70 feet to a point; thence South 51 degrees 07' 59" East 265.16 feet to a point; thence South 87 degrees 47' 48" East 451.33 feet to a point; thence South 1 degree 28' 34" West 113.00 feet to a point; thence South 87 degrees 53' 39" East 220.80 feet to a point; thence North 1 degree 3' 24" East 112.64 feet to a point; thence South 87 degrees 47' 57" East 50.02 feet to a point; thence South 0 degrees 57' 52" West 694.81 feet to an iron pin; thence South 0 degrees 12' 47" West 880.54 feet to an iron pin; thence South 0 degrees 31' 05" East 485.85 feet to a fence post; thence South 89 degrees 17' 58" West 1322.86 feet to a fence post; thence North 2 degrees 14' 55" East 1087.91 feet to a point; thence North 25 degrees 52' 27" East 269.49 feet to a point thence North 28 degrees 43' 13" East 161.26 feet to a point; thence North 74 degrees 49' 42" East 218.54 feet to a point; thence North 3 degrees 19' 23" East 240.39 feet to a point; thence South 89 degrees 47' 32" West 322.79 feet to a point; thence North 28 degrees 13' 34" East 285.34 feet to a point; thence North 52 degrees 26' 01" East 161.00 feet to a point; thence South 86 degrees 20' 30" East 121.00 feet to a point; thence North 51 degrees 08' 00" West 177.00 feet to a point; thence South 89 degrees 22" West 58.50 feet to a point; thence South 57 degrees 22' 00" West 209.50 feet to a point; thence South 87 degrees 14' 00" West 178.50 feet to the point of beginning.

BEING the same property conveyed to Sam Sanders, Jr. by Trustee's Deed from Tom G. Coleman, Jr., Trustee, of record in Book 7482, page 970, Register's Office for Davidson County, Tennessee.

At the time of the sale of the above described 56.74 acre tract of real estate, or five years from the date of the execution of the Agreement, whichever event occurs first, the Husband shall pay directly to the Wife the sum of $100,000.00. The Husband will receive the balance of the net proceeds of the sale of said 56.74 acre tract of real estate after said payment of $100,000.00 has been made to the Wife. In the event that said tract of land has not been sold within five years of the date of this Agreement, the Wife will transfer and convey all her right, title and interest in said tract of land to the Husband at the time that he pays to her the said sum of $100,000.00. It is understood and agreed by the parties that the aforementioned $100,000.00 payment will not be recognized as income to the Wife under Internal Revenue Code Section 71(B)(1)(B) and will not be deductible by the Husband under Internal Revenue Code Section 215.

All other real estate owned by the parties shall become the sole property of the Husband and any and all interest which the Wife may have in any other real estate owned by the parties shall be divested from the Wife and vested in the Husband for his sole and separate use.

7. NONDISCHARGABILITY. The above stated payments to be made by the Husband to the Wife are intended by the parties to create a support debt that will be nondischargable in the event of the bankruptcy of the Husband pursuant to 11 USC Section 523 (a)(5). This support is necessary to meet the daily living expenses of the Wife and the amount of support is reasonable.

8. DEBTS. The Husband shall negotiate with the First American National Bank to have the blanket guarantee signed by the Wife destroyed as part of this Agreement and the Husband agrees to hold the Wife harmless on the blanket guarantee signed by the Wife at the First American National Bank and/or any other indebtedness which the Wife may have signed on behalf of the Husband during the period of the parties' marriage.

9. ATTORNEY'S FEES. Within ten days of the date of the Final Decree of Divorce, the Husband shall pay to the Wife's attorney, Joe P. Binkley, Jr., the sum of $7,500.00 which represents a portion of the Wife's reasonable attorney's fees. Joe P. Binkley, Jr. shall therefore have and recover a judgment against the Husband, Samuel B. Sanders, Jr., in the amount of $7,500.00 for which let execution issue, if necessary.

10. INDEBTEDNESS DUE THE INTERNAL REVENUE SERVICE. In the event of an audit by the Internal Revenue Service for the past or present joint income tax returns filed by the parties during their marriage and in the event of an assessment of any additional taxes, penalties and interest, the Husband shall hold the Wife harmless for any and all assessments by the Internal Revenue Service for unpaid taxes as well as penalty and interest payments associated with those unpaid taxes.

11. COURT COSTS. The Husband shall be responsible for payment of all Court costs incurred in this Divorce action for which let execution issue, if necessary.

12. TERMINATION OF OBLIGATION. The parties specifically agree that the above stated division of property and assumption of indebtedness eliminates any further obligation of one party to the other.

13. APPROVAL BY THE COURT. It is understood and agreed by the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for approval, ratification and incorporation.

14. FINAL SETTLEMENT. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge of the Husband from all further obligations to support the Wife and discharges them from all other claims arising out of the marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property including, without limitation, dower, curtesy, statutory allowances, homestead

rights, rights to take against the will of the other, inheritance, descent or distribution, alimony and support, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by the Husband and Wife, or any property that either of them may acquire in the future.

15. CONTRACTING INDEBTEDNESS. It is understood and agreed between the parties that from the date of the 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 debts of the other, then the party for whose benefit said 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.

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

17. FAIR AND EQUITABLE AGREEMENT. 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. The provisions in the 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.

18. EXECUTION AND DELIVERY OF INSTRUMENTS. 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.

19. CONSIDERATION. The consideration of this Agreement is the mutual promises and agreements as above stated.

IN WITNESS WHEREOF, the parties have read this instrument, familiarized themselves with its contents, signed and executed this instrument on this 16th day of January, 1989.

Doris Mae Parks Sanders
DORIS MAE PARKS SANDERS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me on this 16th day of January, 1989.

Melanie J. Collins
NOTARY PUBLIC

My Commission Expires: 7-13-91

Samuel Boone Sanders Jr.
SAMUEL BOONE SANDERS, JR.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me on this 16th day of January, 1989.

Melanie J. Collins
NOTARY PUBLIC

My Commission Expires: 7-13-91

It is further ORDERED, ADJUDGED and DECREED that Husband, Samuel Boone Sanders, Jr., shall be, and is hereby awarded an absolute divorce from Wife, Doris Mae Parks Sanders, and that he be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed against the Husband, Samuel Boone Sanders, Jr.

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTER this 20 day of January, 1989.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

By: _____
John J. Hollins (#2452)
Attorney for Husband, Samuel Boone Sanders, Jr.

By: _____
Joe P. Binkley, Jr. (#3094)
Attorney for Wife, Doris Mae Parks Sanders