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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 Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 17 day of FEBRUARY, 1993, in Docket Number 91D4156 between CARTER, BOYD EUGENE, Plaintiff, and CARTER, WINIFRED ELLEN, 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 09 day of MAY in the year two thousand nineteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

RICHARD R. ROOKER CIRCUIT COURT CLERK SEAL

By: _____

Deputy Clerk

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOYD EUGENE CARTER)
)
v.) No. 91D-4156
)
WINIFRED ELLEN CARTER)

FILED 93 FEB 17 PM 4:24

FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 17th day of February, 1993, before the Honorable Muriel Robinson Rice, upon the Wife's Counter-Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, statement of counsel for the Wife, testimony of the Wife in open court, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provision for the equitable settlement of any property rights between the parties.

It is therefore ORDERED, ADJUDGED and DECREED that the Wife, Winifred Ellen Carter, should be and is hereby granted an absolute divorce from the Husband, Boyd Eugene Carter, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

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MARITAL DISSOLUTION AGREEMENT

WHEREAS, Winifred Ellen Carter, hereinafter referred to as the "Wife", and Boyd Eugene Carter, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Husband and a Counter-Complaint for Absolute Divorce filed by the Wife in the Fourth Circuit Court for Davidson County, Tennessee, and docketed at number 91D-4156, to which reference is specifically made; and,

WHEREAS, there are no minor children born of this marriage; and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, and Indian River County, Florida, but no other, and some items of personal property;

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

I. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

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III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1981 Cadillac automobile which she drives as her vehicle, titled in the Wife's name, free and clear of any interest or claim of the Husband. The parties acknowledge that this vehicle is unencumbered. It is further agreed by and between the parties that the Husband shall have as his sole property the 1975 Pontiac convertible automobile which is titled in the Wife's name, which vehicle is unencumbered, free and clear of any interest or claim of the Wife.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Husband shall have as his sole property the household goods now in his possession, certain specific items set out in (d) below, and his personal items including clothes, toiletries, and jewelry. It is further agreed by and between the parties that all other household goods owned by the parties including particularly all household furnishings located at the marital residence, 351 Brewer Court, Nashville, TN, except as specifically awarded to the Husband in (d) below, shall be and become the sole property of the Wife, free and clear of any interest or claim of the Husband.

c) Bank Accounts. It is agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

d) Other. The parties agree that the Husband shall own the following as his sole and separate property, free and clear of any interest or claim of the Wife: The 673 shares of Ryder stock; the cash on hand (approx. $10,000.00); the quilts; the lawnmower; the family photos; and the coin collection.

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IV. REAL PROPERTY.

a) Tennessee Property. It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 351 Brewer Court, Nashville, Davidson County, Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. The property is more particularly described as follows:

> Being Lot No. 68 on the Plan of Southwood, as of record in Book 2663, pages 125 and 126, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 68 fronts 115 feet on the south side of Brewer Drive and runs back 202.95 feet on the east line and 217.75 feet on the west line to a dead line in the rear which measures 61.47 feet.
>
> Being the same property conveyed to Boyd Eugene Carter and wife, Winifred Ellen H. Carter, by deed from George M. Johnson and wife, Lucile B. Johnson, of record in Book 4602, Page 129, in the Register's Office for Davidson County, TN.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon.

b) Florida Property. It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties and located at Block D, Malaluka Gardens, Indian River County, Vero Beach, Florida, and more particularly described below, so that the Wife shall own this realty free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. This property is more particularly described as follows:

> All that certain land situate in Indian River County, Florida, viz:
>
> Lot 18 and the North ½ of Lot 17, Block D, MALALUKA GARDENS, according to the Plat filed in the office of the Clerk of the Circuit

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Court of Indian River County, Florida, in Plat Book 4, Page 10; said land lying and being in Indian River County, Florida.

Being the same property conveyed to Eugene Carter and Winifred Ellen Carter, his wife, by Warranty Deed from Alfred Hitzel and Bertha Hitzel, his wife, of record in Book 323, Page 261, in the office of the Clerk of the Circuit Court of Indian River County, Florida.

The parties acknowledge that this property is unencumbered.

V. RETIREMENT PLANS.

The parties acknowledge that the Husband has acquired an interest in two (2) retirement and/or pension plans as a result of his employment. The Wife agrees to relinquish any claim or interest that she might have in the retirement and/or pension plans of the Husband, so that he shall own his retirement and/or pension plans as his sole property, free and clear of any interest or claim of the Wife.

The Wife will reimburse the Husband or deliver to him the pension checks received after the date of execution of this Agreement.

VI. MARITAL DEBTS.

It is agreed by and between the parties that the Wife shall be solely responsible for the mortgage encumbering the marital residence located at 351 Brewer Court, Nashville, TN. It is agreed by and between the parties that the Wife shall indemnify and hold the Husband harmless therefrom.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party

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shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

X. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed equally to the parties.

XI. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIII. ESTATE WAIVER.

It is agreed by and 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 others 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in

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the future.

XIV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XV. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVI. NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

XVII. NO UNDUE INFLUENCE.

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 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.

XVIII. SEVERABILITY.

In the event that 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

Copy

Agreement, said provisions being severable.

XIX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XX. ACCEPTANCE BY THE PARTIES. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC section 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 elsewhere in the Marital Dissolution Agreement.

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

XXII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counselling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIII. HEALTH INSURANCE.

The Wife will maintain health insurance on herself after the date of the final hearing.

WITNESS OUR HANDS, this 11 day of February, 1993 as to the Wife, and this 10 day of February, 1993

Copy

1993 as to the Husband.

WINIFRED ELLEN CARTER

BOYD EUGENE CARTER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, WINIFRED ELLEN CARTER, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 11th day of February, 1993.

My Commission expires: 7-24-93

Brenda W. Duckett
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, BOYD EUGENE CARTER, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 10th day of February, 1993.

My Commission expires: 5/25/96

Sarah Belmont
NOTARY PUBLIC

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It is further ORDERED, ADJUDGED and DECREED that the costs of this cause should be and are hereby taxed equally to the parties, for which let execution issue if necessary.

ENTER this 17th day of Feb., 1993.

JUDGE

APPROVED FOR ENTRY:

ATTORNEYS FOR WIFE:

MARY ARLINE EVANS
Sup. Court Reg. No. 12067

CHARLES R. NIEWOLD
Sup. Court Reg. No. 011626

214 Third Avenue North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been forwarded by U.S. mail, postage prepaid, to Plaintiff's attorney, Robert Todd Jackson, Robert L. Jackson & Associates, 214 Second Avenue North, Suite 103, Nashville, TN 37201, this the 17th day of February, 1993.

MARY ARLINE EVANS