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GLORIA L. DICKER, CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

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JOHN JOSEPH SIMONETTI,

Plaintiff,

vs.

SHARRON LOUISE SIMONETTI,

Defendant.

NO. 87D-2503

142-5C
24

FINAL DECREE

This cause came on to be heard upon the 3rd day of November, 1987, upon the Plaintiff's Complaint for Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, as provided for by T.C.A. §36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties, and for the care, custody and maintenance of the minor children born to the parties; and more specifically the terms of that Agreement are as follows:

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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN JOSEPH SIMONETTI)
)
vs.) NO. 87D-2503
)
SHARRON LOUISE SIMONETTI)

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 23rd day of July, 1987, by and between JOHN JOSEPH SIMONETTI, hereinafter referred to as "Husband", and SHARRON LOUISE SIMONETTI, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Marital Dissoution Agreement will be used in a Circuit Court Divorce action, Docket No. 87D-2503 the parties do agree as hereinbelow set out:

1. The parties acknowledge that they are the natural parents of three (3) children, namely: Christopher Paul Simonetti, born September 26, 1978; Angela Christina Simonetti, born October 12, 1979; and James Patrick, born August 13, 1987. The parties agree to share joint care, custody and control of said minor children, with the Husband having primary custody of said minor children. Visitation with said minor children shall be unlimited, unrestricted and mutually agreeable by both parties.

2. The Wife shall pay child support directly to the Husband in the amount of $45.00 per week. Said child support payments shall commence on the date of the signing of this Agreement and shall continue thereafter to be due and payable weekly by the Wife to the Husband until said minor children reach

their respective ages of majority, or otherwise become emancipated.

3. Champus is presently providing medical health benefits for the minor children of the parties until said minor children reach their respective ages of majority, or otherwise become emancipated.

4. The Husband is responsible for carrying a life insurance policy for the benefit of the minor children of the parties until said minor children reach their respective ages sof majority, or otherwise become emancipated.

5. The only real property in which the parties hold a joint interest in a condominuim located at 925 Todd Preis Drive, Unit #V-404, Davidson County, Nashville, Tennessee, 37221. With regard to said real property, the parties agree as follows:

(a) The Husband shall have all right, title and interest in and to said real property, and the Wife hereby waives any interest in, or rights to said real property she may have. All interest in and to said real property is hereby divested out of the Wife and vested solely in the Husband.

(b) The Husband shall be solely responsible for, and hold the Wife harmless therefrom, the timely repayment of the mortgage indebtedness on said real property until sold.

(c) When, and if, said real property is sold, the Husband is to receive two-thirds of the net proceeds. The Wife is to receive one-third of the net proceeds minus $1,500.00 to be paid toward the outstanding mutual debts of the Husband as listed in paragraph #4 herein.

(d) Net proceeds shall be defined, for the purposes of this Agreement, as the net amount due the sellers after repayment in full of the mortgage indebtedness and payment of pro-rata real estate taxes, real estate agents' commissions, and other ordinary selling expenses.

(e) Both parties agree to sign any documents necessary in order to effecutate the provisions herein.

2. The vehicles driven by Husband and Wife, which are currently titled in their respective names, shall be and remain their separate property; and the parties agree to be solely responsible for any debts or encumbrances secured by their respective vehicles.

3. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

4. The Husband hereby agrees to be solely responsible for, and hold the Wife harmless therefrom, the timely repayment of the following debts: Mastercharge, with an approximate current balance of $690.00; Visa, with an approximate current balance of $650.00; Castner Knott, with an approximate current balance of $700.00; and Manufacturer's Warehouse Furniture Company, with an approximate current balance of $700.00.

5. The parties hereby agree that except as otherwise stated herein, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

6. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

7. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a

divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signature.

John Joseph Simonetti
JOHN JOSEPH SIMONETTI

Sharron Louise Simonetti
SHARRON LOUISE SIMONETTI

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, JOHN JOSEPH SIMONETTI, with whom I am personally acquainted, and who acknowledged to me that he signed the within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 23rd day of July, 1987.

Anne E Morris
NOTARY PUBLIC

My commission expires:
My Commission Expires Nov. 12, 198[illegible]

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, SHARRON LOUISE SIMONETTI, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISOLLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 23rd day of July, 1987.

Anne E Morris
NOTARY PUBLIC

My commission expires:
My Commission Expires May 12, 1990

IT IS THEREFORE, ORDERED that bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties' being John Joseph Simonetti, 925 Todd Preis Drive, #404, Nashville, Tennessee, 37211; and Sharron Louise Simonetti, 7439 Highway 70 South, Apt. #156, Nashville, Tennessee, 37221, be vested with all the rights and privileges of an unmarried person; and that the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; that unless specifically ordered by this Court, such child support set forth therein shall not be reduces or pro-rated; and that the costs of this cause be assessed against the plaintiff.

For all of which execution may issue as necessary.

ENTER, this 3rd day of November, 1987.

JUDGE

SUBMITTED FOR ENTRY:

TED F. WALKER
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid to defendant at the above address this 3rd day of November, 1987.

TED F. WALKER

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STATE OF TENNESSEE

I, **GEORGE L. 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* Probate *Circuit Court for Davidson County, Tennessee, on the* 3rd *day of* November, *19* 87, *in Case Number* 87D-2503 *between* John Joseph Simonetti *Plaintiff, and* Sharron Louise Simonetti *Defendant, as same remains of record in Book* 39A, *Page* 467 *of 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* 30th *day of* November *in the year one thousand nine hundred and* eighty-eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K Langford *D.C.*

Form #GR-117