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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 7777 PAGE 387

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GEORGE L. ... CLERK

D. Pollock D.C.

CAROL ANN GRIMM

VS. NO. 88D-2857

ROBERT EARL GRIMM

FINAL DECREE OF SEPARATE MAINTENANCE

This cause came to be heard on the 19th day of January, 1989, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Separate Maintenance heretofore filed by Mrs. Grimm, submission to the Court of a written Separate Maintenance Agreement heretofore signed by the parties, subsequent entry of Judgment By Default against Mr. Grimm, upon testimony of Mrs. Grimm, testimony of two (2) corroborating witnesses, statement of Counsel in open Court, and from the entire record in this cause. From all of which the Court finds that the Complainant shall be awarded a Decree of Separate Maintenance.

It is therefore, **ORDERED AND ADJUDGED** by the Court, that the Complainant, Carol Ann Grimm, is hereby awarded a Decree of Separate Maintenance.

It is, further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the written Separate Maintenance Agreement heretofore signed by the parties does make adequate and sufficient provision for her support and maintenance, which Agreement is included herein, verbatim.

It is further, **ORDERED AND ADJUDGED** that any right, title and interest which Mr. Grimm has in said property shall be divested from him and reinvested in wife in fee simple absolute. Said real property is in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 44 on the Plat of Castlegate, Section 1, of record in Book 4460, page 115, Register's Office for said County.
>
> Said Lot 44 fronts 90.39 feet on the easterly margin of Lake Terrace Drive and extends back 167.0 feet on the northerly line and 167.42 feet on the southerly line, to a line on the rear on which it measures 88.34 feet.
>
> Being part of the same property conveyed to K & W, Inc., by deed from Matt Paul Hilger and wife, Louise Hilger of record in Book 4633, page 240, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to restrictions of record in Book 4649, page 295, said Register's Office and such restrictions as might be made applicable.

It is, further, **ORDERED AND ADJUDGED** by the Court that all other parts and provision of said agreement are hereby made an Order of this Court.

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SEPARATE MAINTENANCE AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Legal Separation filed by **CAROL ANN PESSANI GRIMM**, hereinafter referred to as "Wife" against **ROBERT EARL GRIMM**, hereinafter referred to as "Husband", under Docket No. _____, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval, in the event a Decree of Separation is granted in this cause, and

WHEREAS, both these parties have been advised 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:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) 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.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a separate maintenance agreement and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain a Decree of Separate Maintenance.

(5) CHILDREN: The parties have no minor children.

(6) ALIMONY: Husband agrees to pay directly to Wife the sum of ONE THOUSAND DOLLARS ($1,000.00) per month for her support and maintenance, beginning May 1, 1988, and continuing each and every month thereafter, until both parties agree to a modification, or upon Order of the Court, or until contemplated retirement occurs, whichever is the first event to occur, and in such event, the parties shall agree upon a sum of alimony to be paid by Husband, or allow the Court to establish same. This sum shall be payable in FIVE HUNDRED DOLLAR

($500.00) increments each on the first and fifteenth days of each and every month.

(7) REAL PROPERTY: All right, title and interest which Husband has, in and to, the real property located at Lake Terrace Drive, Nashville, Davidson County, Tennessee, shall be divested from him and vested in Wife, in fee simple absolute ownership. Wife agrees to assume the outstanding mortgage indebtedness, and further, agrees to hold Husband harmless therefrom. Husband shall execute a quitclaim deed upon execution of this Agreement, divesting his interest therein.

(8) AUTOMOBILES: All right, title and interest which Husband has, in and to, the 300ZX automobile shall be divested from him and vested in Wife, in fee simple absolute ownership. Wife shall pay the outstanding note and hold Husband harmless therefrom. All right, title and interest which Wife has, in and to, the Nissan automobile shall be divested from her and vested in Husband, in fee simple absolute ownership. Further, Husband shall pay the outstanding mortgage indebtedness and hold Husband harmless therefrom.

(9) BANK ACCOUNTS: Each party shall maintain their individual pensions, IRA and Retirement Accounts, free from any claim by the other party, now or in the future.

(10) FURNITURE & FURNISHINGS: All right, title and interest which Husband has, in and to, the household furniture, furnishings and accessories located at 624 Lake Terrace Drive shall be divested from him, and the sole and exclusive ownership in said personal property shall be awarded to Wife.

(11) COURT COSTS: Husband agrees to pay the final Court costs associated with these proceedings.

(12) CLOTHES & JEWELRY: Each party shall receive the sole and exclusive ownership of their respective clothes, jewelry and wearing apparel.

(13) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(14) 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 non-dischargeable 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 Property Settlement Agreement.

(15) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in the keeping with her accustomed standard of living and her reasonable requirements.

(16) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(17) 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.

(18) ESTATE WAIVER: It is understood and agreed 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 other's property, including without limitation, dower, curtesy, 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(19) 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 hereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this 15 day of July, 1988, as to the Wife, and the 19 day of July, 1988, as to the Husband.

Carol Ann Pessani Grimm
CAROL ANN PESSANI GRIMM

Robert Earl Grimm
ROBERT EARL GRIMM

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 ANN PESSANI GRIMM**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15th day of July, 1988.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires: 11-12-90

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 **ROBERT EARL GRIMM**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 19th day of July, 1988.

Jackie E Reeves
NOTARY PUBLIC

My Commission Expires: 11-12-90

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 19th *day of* January, *19* 89, *in Case Number* 88D-2857 *between* Carol Ann Grimm *Plaintiff, and* Robert Earl Grimm *Defendant, as same remains of record in Book* 175B, *Page* 1290 *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* 22nd *day of* February *in the year one thousand nine hundred and* 89 *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117

It is, further, **ORDERED AND ADJUDGED** that the addresses of the parties are as follows:

Carol Grimm
624 Lake Terrace Drive
Nashville, Tennessee 37217

Robert Grimm
230 Mountain High Drive
Antioch, Tennessee 37013

It is, further, **ORDERED AND ADJUDGED** that the costs of this cause are to be taxed against Defendant, Robert Grimm, for all of which execution may issue if necessary.

Entered this the 19th day of January, 1989.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L. JACKSON
P.R. #2486
SOLICITOR FOR MRS. GRIMM
ROBERT L. JACKSON & ASSOCIATES
214 Second Avenue, North
One Washington Square, Suite 103
Nashville, Tennessee 37201
(615)256-2602

BY: LAURA Y. GOODALL
P.R. #11272
SOLICITOR FOR MRS. GRIMM
ROBERT L. JACKSON & ASSOCIATES
214 Second Avenue, North
One Washington Square, Suite 103
Nashville, Tennessee 37201
(615)256-2602

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Separate Maintenance has been furnished to the Defendant, Mr. Robert Earl Grimm, at his last known address of 230 Mountain High Drive, Antioch, Tennessee, 37013, on this the 19th day of January, 1989.

ROBERT L. JACKSON

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