47A/42

BOOK 7808 PAGE 675

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

WILLIAM WALTER HEDELS)
)
)
)
VS.) No. 88D-2643
)
)
)
CAROLE ANNETTE KIMMEL HEDELS)

MAP 149-2-C
PARCEL 7

FINAL DECREE

This cause came on to be heard on the 9th day of March, 1989, before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint heretofore filed on behalf of the Husband, William Walter Hedels, for an absolute divorce. After testimony of the Husband and statements of counsel, and a signed, notarized Marital Dissolution Agreement submitted by both parties, the Court is of the opinion that the Husband should be granted an absolute divorce on the grounds of irreconcilable differences, as provided in TCA 35-4-103, and that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby perpetually dissolved and that both parties be restored to all the rights and privileges of unmarried persons.

It is further **ORDERED** that the parties written Marital Dissolution Agreement, heretofore entered into by and between the parties, be and the same is approved in all respects and is hereby incorported and made a part of this Final Decree, to-wit:

2189 0404 0101 03CHECK 24.00

2189 5.

APR 4 2 44 PM '89

RUSH

IN THE CIRCUIT COURT FOR
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

WILLIAM WALTER HEDELS,	)	
	)	
Complainant,	)	
	)	
VS.	)	NO.
	)	
CAROLE ANNETTE KIMMEL HEDELS,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

Agreement made this 13th day of May, 1988, by and between WILLIAM WALTER HEDELS (hereinafter referred to as husband) a resident of Nashville, Davidson County , Tennessee and CAROLE ANNETTE KIMMEL HEDELS (hereinafter referred to as wife) a resident of Nashville, Davidson County, Tennessee.

Whereas, the parties were married in Richmond, Kentucky on August 6, 1983; and,

Whereas, the parties have no children and,

Whereas, in consequence of disputes, unhappy differences, and apparently irreconcilable differences, the parties desire to confirm such irreconcilable differences and in preparation of separation make agreements in connection therewith including settlement of property rights and other rights and obligations growing out of the marriage relationship; and,

Whereas, there is currently pending in the Circuit Court for Davidson County an action for Divorce bearing Docket No.

IT IS THEREFORE AGREED, that for and in consideration of the mutual promises herein contained;

1. The parties acknowledge that they are the owners of certain real property known as 107 Elizabeth's Court, Antioch, Tennessee 37013. The parties agree that said property shall be divested from wife and vested solely in husband.

2. The parties agree that they have divided all of the household furniture, furnishings and personal property owned by them, and each party shall maintain the sole and exclusive possession of any and all such personal property in his or her possession at the time of the signing of this Agreement. Each party shall retain their personal belongings, effects, clothing and jewelry, and each party shall relinquish any claims to the properties of the other.

3. Each of the parties acknowledge that they have certain items of jewelry in his or her possession. Such items of jewelry shall become and remain the sole and separate property of each of the parties without any further claim by either party against such items of jewelry.

4. The parties acknowledge that they have jointly leased a 1987 Mazda RX7 automobile. It is agreed that said vehicle shall remain in husband's possession and he will be solely responsible for all payments and expenses incurred in connection with the leased vehicle. It is further acknowledged that the 1984 Mazda Sports truck automobile presently titled to wife shall remain her property and all right, title and interest to the automobile shall be divested from husband to wife.

5. The parties acknowledge that they are the owners of a Bass Fishing Boat. It is agreed that all right, title and interest in said boat shall be divested from wife and vested solely in husband.

6. The parties acknowledge that they have incurred a joint debt with Commercial Credit Financing Company. The monthly payments of $215.55 will be paid by wife until such time as said debt is paid in full. Wife agrees to accept full responsibility for this debt and husband shall be released from any obligation for the payment of same.

7. The wife represents and warrants to the husband that she has not incurred any debt or made any contracts other than those set forth herein for which the husband or his estate may be liable, and further that she will not incur any such debts or make any such contracts. In the event the wife violates this provision, and as a result thereof, the husband is

obligated to make payment to others, he shall have the right of reimbursement from the wife.

8. The husband represents and warrants to the wife that he has not incurred any debt or made any contracts other than those set forth herein for which the wife or her estate may be liable, and further that he will not incur any such debts or make any such contracts. In the event the husband violates this provision, and as a result thereof, the wife is obligated to make payment to others, she shall have the right of reimbursement from the husband.

9. Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself or for herself and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which either of the parties ever had or now has against the other except any or all causes of action for divorce. The parties specifically agree that neither shall be allowed to request any future modification of this agreement or any Final Divorce Decree incorporating this agreement.

10. Except as herein otherwise provided, each party may dispose of his or her own property in any way and each party hereby waives or relinquishes any and all rights, he or she may have to share in the property of the estate of the other as a result of the marital relationship.

11. Nothing contained herein shall be deemed to prevent either of the parties from maintaining a suit of absolute divorce against the other, nor to bar the other from defending such suit. In the event any such action is instituted, the parties shall be bound by the terms of this Agreement. If consistent with the rules of practice of the Court granting the decree this agreement shall be incorporated therein, but, notwithstanding such incorporation, this Agreement shall be merged in such decree, and shall in all respects provide the same and be forever binding and conclusive on the parties.

12. The parties agree that they shall execute such documents as may be necessary to cause the transfer of title of all personal and real property in accordance with this Agreement.

13. The parties agree that the provisions contained in this Agreement provide for the equitable settlement of the property rights of the parties, and it is executed as the free and voluntary act of each of the parties.

14. The parties agree that the wife shall be restored to her maiden name of Carole Annette Kimmel.

15. Husband agrees that he will pay the court costs incurred in this cause.

16. This instrument contains the entire agreement between the parties and may only be modified by a written instrument signed by both parties.

17. The parties acknowledge that they have separated their bank accounts, and each party shall maintain the sole and exclusive ownership of any and all bank accounts in his or her name at the time of the execution of this Agreement.

18. In the event of a default of the terms of this Agreement, either party shall have the right to petition the court for the enforcement of their rights herein, and the defaulting party shall be responsible for payment of reasonable attorney's fees and court costs.

19. 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.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date set forth beside their respective names.

Date: 5-13-88

William Walter Hedels
WILLIAM WALTER HEDELS

Date: 5-13-88

Carole Annette Kimmel Hedels
CAROLE ANNETTE KIMMEL HEDELS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Brenda J. Womack, a Notary Public in and for said County and State, the within named William Walter Hedels, with whom I am personally acquainted and acknowledged that he executed the foregoing instrument for the purposes therein contained freely, voluntarily, and of his own free will.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of May, 1988.

Brenda J. Womack
Notary Public

My Commission Expires:

7-13-91

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me Brenda J. Womack, a Notary Public in and for said County and State, the within named Carole Annette Kimmel Hedels, with whom I am personally acquainted and acknowledged that she executed the foregoing instrument for the purposes therein contained freely, voluntarily, and of her own free will.

Witness my hand and official seal at Nashville, Tennessee, this 13th day of May, 1988.

Brenda J. Womack
Notary Public

My Commission Expires:
7/13/91

It is further **ORDERED** that the property vested solely in the Husband and divested from the Wife, according to the terms of the Marital Dissolution Agreement, is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Unit #7, a portion of a Planned Unit Development, Sterling Wood, as of record in Book 6250, Page 643, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to William W. and Carole K. Hedels by Deed from Eagle Construction Company of record in Book 6723, page 713, Register's Office for Davidson County, Tennessee.
>
> This improved property is known as 107 Elizabeth's Court, Antioch, Tennessee 37013.

It is further **ORDERED** that the Wife shall be restored to her maiden name of Carole Annette Kimmel.

It is further **ORDERED** that the costs of this cause shall be taxed to the Husband for which execution shall issue if necessary.

The addresses of the parties are as follows: William Walter Hedels, Husband, 107 Elizabeth's Court, Antioch, TN 37013; Carole Annette Kimmel Hedels, Wife, Rt. 1, Box 574, Manchester, KY 40962.

ENTERED this 9 day of March, 1989.

JAMES EVERETT, JUDGE
Probate Court

APPROVED FOR ENTRY:

MICHAEL E. WALLACE
Attorney for Husband

CERTIFICATE OF SERVICE

I hereby certify that I have sent a copy of this foregoing Final Decree to Carole Annette Kimmel Hedels, Wife, Rt. 1, Box 574, Manchester, KY 40962, this March 9, 1989.

MICHAEL E. WALLACE
Attorney for Husband
500 Stahlman Building
Nashville, TN 37201
Reg. No. 9282

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* 9th *day of* March, *19*89, *in Case Number* 88D-2643 *between* William Walter Hedelo *Plaintiff, and* Carole Annette Kennard Hedelo *Defendant, as same remains of record in Book* 47A, *Page* 42 *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* 4th *day of* April *in the year one thousand nine hundred and* 89 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Dyer *D.C.*

Form #GR-117