IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

MAX CLIFFORD DULL,
PLAINTIFF,
-VS-
DEBORAH ANN NITZSKY DULL,
DEFENDANT.

NO. 88D-4400

Map # 161-10
Parcel 104

FINAL DECREE

This cause came on to be heard on the 19th day of June, 1989 before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Original Complaint of the Plaintiff/Husband, the Answer and Counter-Complaint of the Defendant/Wife being withdrawn, testimony of the Plaintiff/Husband, statement of counsel, and the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage; that the Complainant/Husband is entitled to an absolute divorce on the grounds of irreconcilable differences; that the parties have made adequate and sufficient provision, by written agreement, for the custody and support of their minor child and for the equitable settlement of all property rights existing between them; and that the said Agreement should be approved by the Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Complainant/Husband, Max Clifford Dull, shall be and he is hereby awarded an absolute divorce from the Defendant/Wife, Deborah Ann Nitzsky Dull, on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

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It is further ORDERED, ADJUDGED and DECREED that the Marriage Dissolution Agreement heretofore entered into by the parties shall be and is hereby approved by the Court and made part of this Final Decree, the said Agreement being as follows:

"MARRIAGE DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between MAX CLIFFORD DULL, hereinafter referred to as "Husband" and DEBORAH ANN NITZSKY DULL, hereinafter referred to as "Wife".

W I T N E S S E T H:

WHEREAS, unhappy differences have arisen between the parties and the Husband has filed a suit for divorce on the 22nd day of November, 1988 in the Probate Court for Davidson County, Tennessee, the same being Docket No. 88D-4400; and

WHEREAS, the parties are desirous of settling all controversies between them and entering into a Marriage Dissolution Agreement providing for the custody and support of their minor child and the equitable settlement and division of all property rights between them, because the differences which exist between them are irreconcilable;

NOW THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. DIVORCE. It is hereby agreed by the parties that the Husband shall proceed to trial and obtain a divorce in the Probate Court for Davidson County, Tennessee on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

2. CUSTODY. It is hereby agreed that the Wife shall have absolute custody of the minor child of the marriage, Erin Michelle Dull, with liberal visitation privileges granted to the Husband as set forth below.

3. VISITATION PRIVILEGES. Husband shall have the rights of visitation with the parties' minor child on alternate weekends from Friday at 6:00 o'clock P.M. until Sunday at 6:00 o'clock P.M. The Husband shall be entitled to visitation on Father's Day and for one (1) week during Christmas, said week to include either Christmas Eve Day or Christmas Day. As to the remaining recognized holidays, including Halloween, the Husband shall be entitled to visitation on alternate holidays. The parties shall cooperate with each other to effectuate the provisions of this paragraph. The Husband shall have rights of visitation with the parties' minor child at other reasonable times and places as agreed between the parties. Said visitation is for the benefit of the minor child.

4. CHILD SUPPORT. It is hereby agreed by the parties that the Husband shall pay to the Wife as child support the amount of One Hundred and No/100 ($100.00) Dollars per week, such amount to be payable on Friday of each week. It is further agreed by the parties that the Husband shall maintain medical and hospitalization insurance and dental insurance coverage on the minor child and that the Husband will be responsible for any medical, dental, orthodontic and eye care expenses of the minor child which are not covered by such insurance or any other insurance which may from to time be maintained for the benefit of the minor child. It is agreed by the parties that the Husband shall maintain in full force and effect a One Hundred Thousand and No/100 ($100,000.00) Dollar life insurance policy naming the minor child as beneficiary until such time as his obligation for payment of child support terminates. It is further agreed by the Husband that he shall request in writing from the insurance carrier of said life insurance policy a commitment that in the event of non-payment of premium by the Husband, the said insurance company will notify the Wife of such non-payment of premium prior to the termination of coverage in order to allow the Wife to pay the delinquent premium and keep the policy in full force and effect.

5. ALIMONY. It is hereby agreed by the parties that the Husband shall pay as rehabilitative alimony to the Wife the sum of One Hundred Fifty and No/100 ($150.00) Dollars per month for a period of eighteen (18) months beginning on the 1st day of the month following the entry of the Final Decree of Divorce in this cause and payable on the 1st day of each month for the following seventeen (17) months thereafter. Husband further agrees to pay on behalf of the Wife all normal and necessary deposit expenses required in the Wife's move from the marital residence to an apartment of her choice. This agreement to pay deposit expenses is limited to the first move from the marital residence by the Wife.

6. DEBTS. Each party agrees to a division of their debts as set forth below:

A. Husband shall be responsible for the payment of his outstanding student loan to National University Society and shall hold the Wife harmless on such indebtedness.

B. Husband shall be responsible for payment of the outstanding balance on the Master Card Account and shall hold the Wife harmless on such indebtedness.

C. Husband shall be responsible for payment of student loan payable to Bank One and shall hold the Wife harmless on such indebtedness.

D. Wife shall be responsible for payment of the Sears Account and shall hold the Husband harmless on such indebtedness.

E. Wife shall be responsible for payment of the outstanding indebtedness on her Visa Account and shall hold the Husband harmless on such indebtedness.

F. Husband shall be responsible for payment of any indebtedness incurred by him from and after the date of separation and shall hold the Wife harmless thereon.

G. Wife shall be responsible for the payment of any indebtedness incurred by her from and after the date of separation and shall hold the Husband harmless thereon.

7. PROPERTY DIVISION. It is hereby agreed by the parties that their property, real, personal and mixed shall be divided as set forth below:

A. Husband shall be awarded as his sole and separate property all right, title and interest in the 1985 Mercury Marquis Stationwagon automobile which is now titled in the joint names of the parties and he shall be responsible for the payment of the indebtedness thereon and shall hold the Wife harmless on any such indebtedness. He shall likewise maintain adequate insurance on the same and do all things required of him pursuant to the terms of any security agreement securing the indebtedness on said automobile. So long as the existing indebtedness on the automobile is outstanding, Husband shall provide Wife with reasonable proof of insurance on the automobile.

B. Wife shall assume the lease on the 1987 Plymouth Horizon and shall be responsible for the payment of the periodic lease payment thereon and shall hold the Husband harmless from any such indebtedness. She shall maintain adequate insurance on the automobile and do all things required of her pursuant to the terms of the Lease Agreement on said automobile. So long as the automobile lease is outstanding, the Wife shall provide to the Husband reasonable proof of insurance on the automobile.

C. Husband shall be awarded as his sole and

separate property all right, title and interest in his retirement account.

D. Husband shall be awarded as his sole and separate property all right, title and interest in his separate checking account which he now maintains.

E. Wife shall be awarded as her sole and separate property all right, title and interest in her separate checking account which she now maintains.

F. The personal property, including the household furniture, furnishings and all other miscellaneous property has already been divided between the parties to their satisfaction. All furniture, furnishings and personal effects presently in the possession of the Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of the Husband shall be his sole and separate property.

G. It is agreed that the Husband shall be awarded as his sole and separate property, with all right, title and interest in the Wife being divested out of her and being vested into Husband, the parties' marital residence known and referred to as 5032 English Village Drive, Nashville, Tennessee, the said property being more fully described as follows:

> Being Lot No. 184 on the Plan of Villages of Brentwood, Phase Two of record in Plat Book 6250, Page 169, 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 Max C. Dull and wife, Deborah A. Dull by deed from Marvin L. McFarlen and wife, Kim D. McFarlen of record in Book 7228, Page 967, Register's Office for Davidson County, Tennessee.

It is agreed and understood by the parties that the Husband shall be responsible for the payment of the existing first mortgage on the above-described property and the existing second mortgage on the above-described property and the Husband shall hold the Wife harmless thereon. Husband shall likewise maintain an adequate amount of insurance on said property and shall do all things required of him pursuant to the terms of any security agreement, note and/or deeds of trust securing the indebtedness on said property. So long as the existing indebtedness on the said property is outstanding, the Husband shall provide the Wife with reasonable proof of insurance on the same.

It is further agreed by the parties that the Husband shall pay to the Wife the sum of Five Thousand and No/100 ($5,000.00) Dollars on or before June 1st, 1991; provided, however, in the event the Husband sells said real estate prior to June 1, 1991 or should Husband remarry prior to June 1, 1991, then the Five Thousand and No/100 ($5,000.00) Dollars shall become immediately due and payable to the Wife upon the date of sale or remarriage. The hereinbefore mentioned Five Thousand ($5,000.00) Dollars shall constitute a lien upon the real estate in favor of the Wife. The Final Decree of Divorce in this cause shall be filed in the Register's Office for Davidson County, Tennessee evidencing the encumbrance upon the property held by the Wife. The Husband shall pay the expenses to file the Divorce Decree in the Register's Office for Davidson County, Tennessee. The Wife agrees upon receipt of payment of the hereinbefore mentioned Five Thousand and No/100 ($5,000.00) Dollars, she will execute and deliver to the Husband a Release of Lien for filing in the Register's Office for Davidson County, Tennessee.

Wife further agrees to give possession of the home to Husband no later than July 1st, 1989.

8. ATTORNEY'S FEES AND COSTS. It is hereby agreed by the parties that the Husband shall be responsible for his attorney's fees and shall pay the costs of this cause. Husband further agrees to make payment to the Wife's attorney for legal services rendered to the Wife in a sum not to exceed Five Hundred and No/100 ($500.00) Dollars. The Wife agrees and shall be responsible for her attorney's fees in excess of Five Hundred and No/100 ($500.00) Dollars.

9. MISCELLANEOUS. It is understood and agreed by the parties that this Agreement is intended to be a full and final settlement of all property rights of the respective parties and is a discharge from all other claims arising out of the marital relationship, with the exception of those claims involving the minor child which the Court retains jurisdiction over until said child reaches the age of majority, and that each hereby waives and relinquishes all other rights and claims which each have or hereafter acquire under the law of any jurisdiction including without limitation, statutory allowances, homestead rights, right to elective share, inheritance, distributive share and the right to act as Administrator, Administratrix, Executor or Executrix of the other's estate, and this Agreement applies to all property now owned by the parties or any property hereinafter acquired by the parties.

This Agreement is binding upon and inures to the benefit of the parties hereto, their personal representatives, their heirs and assigns.

It is understood and agreed between the parties that this Agreement is the entire agreement between them, and is entered into without undue influence, fraud, coercion, duress or misrepresentation, and for no reason not stated herein.

The provisions of this Agreement and its legal effect are fully known to each party hereto and each acknowledges that this Agreement is fair and equitable and it is being entered into voluntarily.

It is further understood and agreed by the parties that before or immediately upon the entry of the Final Decree in this cause, each shall execute any document or conveyances necessary to carry into force and effect the terms of this Agreement.

It is further understood and agreed by the parties that this Agreement shall be of no force and effect unless and until ratified by the Probate Court of Davidson County, Tennessee and incorporated into the Final Decree of Divorce in this cause.

IN WITNESS WHEREOF, the Husband has hereunto set his signature on this the 7th day of June, 1989 and the Wife has hereunto set her signature on this the 5th day of June, 1989.

/s/ Max C. Dull
MAX CLIFFORD DULL

"Husband"

/s/ Deborah Ann Nitzsky Dull
DEBORAH ANN NITZSKY DULL

"Wife"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Warren Maxey Smith , a Notary Public in and for said State and County, the within named MAX CLIFFORD DULL, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 7th day of June, 1989.

/s/ Warren Maxey Smith
NOTARY PUBLIC

My Commission Expires: 3-11-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lynn Walraven , a Notary Public in and for said State and County, the within named DEBORAH ANN NITZSKY DULL, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 5th day of June, 1989.

/s/ Lynn Walraven
NOTARY PUBLIC

My Commission Expires: 3/27/93"

It is further ORDERED, ADJUDGED and DECREED that all child support shall be payable in accordance with the provisions of Tennessee Code Annotated, 34-1-101 (b) and unless specifically ordered by the Court, all child support payments contained herein shall not be prorated or reduced.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be and they are hereby assessed to the Complainant/Husband, Max Clifford Dull.

The addresses of the parties are as follows:

Max Clifford Dull
765 McMurray Drive, Apartment F-11
Nashville, Tennessee 37211

Deborah Ann Nitzsky Dull
5032 English Village Drive
Nashville, Tennessee 37211

For all of which execution may issue if necessary.

ENTER this 19 day of June, 1989.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

WILLIAMS & SMITH

WARREN M. SMITH, # 10622

1100 L & C Tower
Post Office Box 3079
Nashville, Tennessee 37219-0079
615/256-8880

ATTORNEYS FOR COMPLAINANT/HUSBAND,
MAX CLIFFORD DULL

CERTIFICATE OF SERVICE

I, WARREN M. SMITH, ATTORNEY, hereby certify that a true copy of the foregoing Final Decree has this 19th day of June, 1989 been served, by United States Mail, postage prepaid, on THOMAS C. BINKLEY, ESQ., Attorney for Defendant, 25th Floor, Nashville City Center, 511 Union Street, Nashville, Tennessee 37219.

WARREN M. SMITH, ATTORNEY

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RECD

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Mail to:
Williams & Smith
1100 L & C Tower
P.O. Box 3079
Nashville, TN 37219-0079

BOOK 7877 PAGE 904

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* 19th *day of* June, *19* 89, *in Case Number* 88D-4400 *between* Max Clifford Dull *Plaintiff, and* Deborah Ann Nitzsky Dull *Defendant, as same remains of record in Book* 48C, *Page* 1808 *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* 29th *day of* June *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117