47A | 682

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

'89 MAR 23 PM 3:01

GHASSAN ALI HUSSEINI	)	
	)	
vs.	)	NO. 88-D-4554
	)	
BEVERLY GAIL MOORE HUSSEINI	)	

87-13-87

BOOK 7953 PAGE 451

FINAL DECREE

This matter came on to the heard in open court on the 23rd day of March, 1989 and after hearing the testimony the Court is of the opinion that the parties hereto are suffering from irreconcilable differences and that therefore a decree of absolute divorce is proper.

It is therefore ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsiding between the parties hereto be dissolved and the Plaintiff be awarded an absolute divorce from the Defendant and the parties hereto are hereby restored to the status of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolutionment Agreement, heretofore agreed upon and executed by and between the parties hereto be approved and made a part of this decree, said Agreement providing as follows :

71362

IDENTIFICATION REFERENCE

OCT 3 3 19 PM '89

DAVIDSON COUNTY, TN

RUSH

2693 10/03 0001 DSCHECK 19.00

FILED
1988 DEC -7 AM 10: 21
JOYCE L. ROGERS, CLERK
K Langford D.C.

IN THE CIRCUIT COURT FOR NASHVILLE DAVIDSON COUNTY, TENNESSEE

GHASSAN ALI HUSSEINI

Plaintiff

vs.

BEVERLY GAIL MOORE HUSSEINI

Defendant

NO. 88D4554

MARITAL DISSOLUTIONMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee at Nashville, a petition for absolute divorce;

WHEREAS, the parties hereto desire to enter into a Marital Dissolutionment Agreement and tender the same to the Court for approval in the event a decree of divorce is granted in this cause; and

WHEREAS, the parties hereto have each been advised of their respective rights and responsibilities one to the other, and acknowledge that neither party has been coerced or forced to sign any instrument and that each has had an opportunity to individually examine the contents of the same and has either sought independent counsel or has been advised of the choices available to that respective party.

NOW WHEREAS, the parties do agree as follows :

1. Husband will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. The parties hereto agree that all items of personalty, not specifically set out herein, have already been divided to their satisfaction.

3. The parties agree that the Husband is to receive sole and absolute title in fee simple to the real property located at 1002/1000 Central Valley Court, Hermitage, Davidson County, Tennessee. Husband agrees to be solely liable for any and all current and/or future taxes, mortgage note payments or any other assessments of any kind or nature on the aforesaid real property and to hold the Wife harmless thereon. Wife further agrees to execute any and all documents necessary to transfer absolute title to said property to the Husband. In consideration of said transfer Husband shall pay directly to the wife the sum of Five Thousand ($5,000.00) dollars as full and final payment for her interest in said real property. Husband shall pay said sum upon execution upon documents necessary to transfer absolute title to said real property.

4. Husband agrees that Wife is to receive sole and absolute title to the 1987 Nissan Sentra Automobile. Husband agrees to pay the monthly obligation on said vehicle for the six (6) consecutive months following the execution of this Agreement. Husband also agrees to pay and keep current for six (6) consecutive months following the execution of this Agreement the current liability insurance policy on said vehicle. After said six (6) Wife shall be responsible for all further monthly obligations on said vehicle as well as any payments on said liability automobile insurance. Husband agrees to execute any and all documents necessary to transfer absolute title of the aforesaid Nissan Sentra. Wife agrees to hold Husband safe and harmless for any payments of the same, following said six (6) month period.

5. The parties shall be awarded joint custody of the parties' minor child with the Wife having physical possession of said child. Husband agrees to pay directly to the Wife the sum of Two Hundred ($200.00) dollars per month as child support.

6. Husband shall be awarded reasonable visitation as follows :

(a) Every other weekend beginning 5:00 p.m. on Friday through Sunday 6:00 p.m.

(b) Every Wednesday from 5:00 p.m. through 7:00 a.m. Thursday morning, Husband shall have the right to pick said child at day care and return said child to day care the next day.

(c) Extended visitation during for the entire month of July.

(d) Such other reasonable visitation which is reasonable and convenient with the parties.

7. Husband agrees to assume sole responsibility for any and all amounts due on Husband's student loans and to hold wife harmless thereon.

8. Husband agrees to assume sole responsibility for all credit card debts of the parties and to hold the Wife harmless thereon. Wife agrees not to utilize said credit cards after the execution of this Agreement.

9. Husband agrees to be responsible for all Court costs in this cause.

10. Husband further agrees to be responsible for all attorney's fees.

11. 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 again read this Agreement in its entirety prior to the signing thereof, and have had opportunity to seek independent counsel, and have signed the same voluntarily. The effective date of this Agreement shall be the date of the signing thereof.

12. Both parties expressly waive any and all claims for further alimony, past, present and future.

13. Both parties agree to retain exclusive ownership of their individual checking and savings accounts.

14. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligations to hold the other harmless for the payment thereof, the parties

understand and agree that their obligation is a nondischargeable debt under the 11 U.S.C.A., Section 523 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 part of this Marital Dissolution Agreement.

15. Husband and Wife agree that they are not aware of any other properties subject to marital voluntary division and settlement, and that this mutual voluntary division and settlement is made for the purpose of disposing of all nature and character of known property and known rights arising out of the marital status and domestic lifetime.

16. Husband and Wife further agree that the Court, having jurisdiction of the subject matter in and of the Marital Dissolution Agreement, shall continue to maintain jurisdiction over the parties and subject and the property settlement agreement for the enforcement of the provisions of the Final Decree, to the fullest extent as permitted by the laws of the United States and of the State of Tennessee.

17. Husband and Wife further agree to execute all instruments, documents, and titles necessary to transfer or otherwise carry out the provisions of this Agreement.

18. Husband and Wife submit this Marital Dissolution Agreement to the Court for approval of each and every term and provision of said Agreement, and Husband and Wife agree to be bound by each and every term and provision hereof from and after the date of execution and continuing through and beyond approval of the same by the Court notwithstanding same may be incorporated in a Full Decree of Divorce.

19. 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.

Ghassan Ali Husseini
GHASSAN ALI HUSSEINI

Sworn and subscribed before me on this the 2 day of December, 1988.

Betty W. Fowler
NOTARY PUBLIC

My Commission Expires: 11-12-89

Beverly Gail Moore Husseini
BEVERLY GAIL MOORE HUSSEINI

Sworn and subscribed before me on this the 1 day of December, 1988.

Irma M. Hall
NOTARY PUBLIC

My Commission Expires: 7-18-92

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I, GHASSAN ALI HUSSEINI, being first duly sworn to law, make oath that the facts stated in my foregoing Petition are true and correct to the best of my knowledge, information and belief. That my Complaint is not made out of levity or by collusion with the Defendant, but is sincerity and truth for the causes mentioned in my Petition.

Ghassan Ali Husseini

Sworn and subscribed before me on this the 2 day of December, 1988.

Betty W. Fairbanks
NOTARY PUBLIC

My Commission Expires : 11-12-89

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I, BEVERLY GAIL MOORE HUSSEINI, being first duly sworn to law, make oath that the facts stated in the foregoing Petition are true and correct to the best of my knowledge, information and belief. That the Complaint is not made out of levity or by collusion with the Plaintiff, but in sincerity and truth for the causes mentioned in the Petition. I further waive personal service of process in the above manner.

Beverly Gail Moore Husseini

Sworn and subscribed before me on this the 1 day of December, 1988.

Irma M. Hall
NOTARY PUBLIC

My Commission Expires : 7-18-92

It is further ORDERED, ADJUDGED and DECREED that all costs of these proceedings be taxed against the Plaintiff, for which let execution issue if necessary.

Enter this the 23 day of March, 1989.

JAMES EVERETT, JUDGE

Prepared for Entry :

DAVID A. COLLINS
211 Printer's Alley Bldg.
Suite 500
Nashville, TN 37201
(615) 256-1267
BOPR # 3693

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* twenty-third *day of* March, 1989, *in Case Number* 88D-4554 *between* GHASSAN ALI HUSSEINI, *Plaintiff, and* BEVERLY GAIL MOORE HUSSEINI, *Defendant, as same remains of record in Book* 47A, *Page* 682 *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* third *day of* October *in the year one thousand nine hundred and* eighty-nine *and in the* two hundred fourteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rooker *D.C.*

CIRCUIT COURT

Form #GR-117