IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

FILED 11-16-89
ENTERED @ 11:05 AM
BOOK ____ PAGE ____
JANICE W. JORDAN, Clerk & Master

LEIGH ANNE FELZIEN
COMPLAINANT

VS.

JEFFREY GRANT FELZIEN
Defendant

Docket No. 14586

1526 11/06 0101 03CHECK 15.00

MARITAL DISSOLUTION AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, entered into and executed this 6 day of November, 1989, in the County of Williamson and State of Tennessee by and between Jeffrey Grant Felzien, hereinafter referred to as "Husband" and Leigh Anne Felzien, hereinafter referred to as "Wife"

WITNESSETH:

WHEREAS, the Parties hereto are HUSBAND and WIFE and are experiencing certain marital difficulties, and each believes that there are Irrenconcilable Differences between them, and as a result of these differences the Parties are not living together as husband and wife, and it is the intention of the Parties to seek an absolute divorce on the grounds of Irreconcilable Differences and the Parties enter into this MARITAL DISSOLUTION AGREEMENT for the express purpose of submitting this agreement to a Court of competent jurisdiction for the Court's approval after either of the Parties file for an Absolute Divorce on the grounds of Irreconcilable Differences, pursuant to Tennessee Code Annotated Section 36-4-101 (11), and whereas there are No children born of this marriage and still of minor age,

NOW THEREFORE, in consideration of the premises and mutual covenants and promises made herein, the Parties do mutually agree as follows:

(1) That upon a petition for absolute divorce on the grounds of Irreconcilable Differences being filed in a Court of competent jurisdiction, this Agreement shall be introduced into said proceedings and submitted to the Court

for ratification and incorporation into the Final Decree of Divorce between the Parties: and,

(2) That, in the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable; and,

(3) That this Agreement is a full and final settlement between the Parties of their respective rights and responsibilities to each other, and each Party hereby waives all rights or claims which each may have or hereafter acquire against the person or property of the other Party except as provided by the terms of this Agreement; and,

(4) Each of the Parties shall properly execute and deliver such written instruments as may be required from time to time to carry into effect fully the provisions of this Agreement; and,

(5) That except as otherwise provided in this Agreement the Parties have made an equitable distribution of the personal property of the marriage, including any motor vehicles, and each Party shall be responsible for any indebtedness on their respective items of personal property and hold the other harmless on the same; and,

(6) That except as otherwise provided in this Agreement, each Party shall be solely and separately responsible for paying any and all debts incurred in their own respective names and shall hold the other Party harmless therefrom; and,

(7) That each Party shall be solely responsible for their own respective individual day-to-day living and financial obligations incurred following the execution date of this Agreement; and,

(8) That the HUSBAND shall be awarded the following items of personal property: entertainment center, television, VCR, waterbed, one half of cookware, blue china, microwave, brass lamp, and accordingly, all right, title and interest the WIFE may have in or to said property shall be divested out of the WIFE and vested into the HUSBAND to have as his absolutely, and the WIFE shall take reasonable measures as

necesary to place said personal property in the possession of control of the HUSBAND; and,

(9) That the WIFE shall be awarded the following items of personal property: couch, loveseat, dining room table and chairs, washer and dryer, fine china, stonewear, one half of cookware, brass clock, and accordingly, all right, title and interest the HUSBAND may have in or to said property shall be divested out of the HUSBAND and vested into the WIFE to have as hers absolutely, and the HUSBAND shall take reasonable measures as necessary to place said personal property in the possession or control of the WIFE; and,

(10) That the HUSBAND shall be awarded a certain 1987 Ford Bronco II, and accordingly, all right, title and interest of the WIFE shall be divested out of the WIFE and vested into the HUSBAND to have as his absolutely, and the HUSBAND shall assume the indebtedness, if any, thereon and hold the WIFE harmless on the same; and,

(11) That the WIFE shall be awarded a certain 198 Mazda MX6, and accordingly, all right, title and interest of the HUSBAND shall be divested out of the HUSBAND and vested into the WIFE to have as hers absolutely, and the WIFE shall assume the indebtedness, if any, thereon and hold the HUSBAND harmless on the same; and,

(12) That the WIFE shall assume and be solely responsible for the following debts and obligations not withstanding any other terms of this Agreement to the contrary, and she shall hold the HUSBAND harmless from these debts; Mastercard account; and,

(13) The parties currently own as tenants-by-the entirety the marital home located at 4344 Hopewood Drive, Nashville, Davidson County, Tennessee, 37211, the same being described more fully in a deed of record in Official Record Book Volume 6979, Page 787, Register's Office for Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, Being Lot No. 30 on the Plan of Beverly Heights, Section 4, of record in Book 5200, Page 263, Register's Office for said County, to which reference is made for a more complete description.

The parties have agreed that the sole and exclusive ownership of said property shall be granted to HUSBAND and that any ownership, title and/or interest currently held by WIFE shall be divested out of her and vested in HUSBAND. WIFE shall execute a quitclaim deed upon entry of a Decree of Divorce in this cause transferring any right, title and/or interest in said property to HUSBAND and he shall be solely liable to National Mortgage Company for the payment of the mortgage which is currently against said property, and further HUSBAND shall indemnify and hold WIFE harmless from any liability thereof.

(14) That HUSBAND agrees upon the sale of said property the first $2,000.00 of any net proceeds shall be paid to Mary Jo Sander; and if not sold within two years then $2,000.00 shall be due and payable to Mary Jo Sander; and,

(15) That WIFE currently has built a house since their separation located at 955 Strand Fleet Road, Antioch, Davidson County, Tennessee, 37013.

The parties have agreed that the sole and exclusive ownership of said property shall be granted to WIFE and that any ownership , title and/or interest currently held by HUSBAND shall be divested out of him and vested in WIFE. HUSBAND shall execute a quitclaim deed upon entry of a Decree of Divorce in this cause transferring any right, title and/or interest in said property to WIFE and she shall be solely liable to Sear's Mortgage Company for the payment of mortgage which will be against property, and further WIFE shall indemnify and hold HUSBAND harmless from any liability thereof.

(16) That WIFE be allowed to claim the 1989 Property Taxes on the property located at 4344 Hopewood Drive, Nashville, Tennesse. on her 1989 Income Taxes;and,

IN WITNESS WHEREOF, we have executed this Agreement as of the date written and at the place written first herein.

Leigh Anne Felzien
LEIGH ANNE FELZIEN, COMPLAINANT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this 6th day of November, 1989, before me personally appeared Leigh Anne Felzien, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Notary Public

My commission expires: 1-25-93.

JEFFREY GRANT FELZIEN, DEFENDANT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this 6th day of November, 1989, before me personally appeared Jeffrey Grant Felzien, to me known ( or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

My commission expires: 1-25-93.

Approved for entry:

Julia E. Stovall
Attorney for Complainant

WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT, FILED IN THIS CAUSE
Stacey Yoak (Dep.)
JANICE W. JORDAN, Clerk & Master

79636

IDENTIF. REFERENCE

RECEIVED
NOV 6 12 03 PM '89