Map 053-3
Par. 265

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBRA OSIBORSKI)
)
)
VS.) NO. 89D-2244
)
)
TIMOTHY HILL OSIBORSKI, SR.)

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FINAL DECREE BOOK 7980 PAGE 252

This cause came on to be heard on the 4th day of October, 1989, before the Honorable James Everette, Judge of the Probate Court for Davidson County, Tennessee, upon the complaint for absolute divorce, service of process having been made upon the defendant, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, where it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

IT IS, THEREFORE, ORDERED ADJUDGED AND DECREED that the plaintiff, Debra Osiborski, is granted an absolute divorce from the defendant, Timothy Hill Osiborski, Sr., on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement, heretofore executed by the parties is hereby adopted in its entirety as an order of this Court and more particularly set out as follows, to wit:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the 4 day of October, 1989, by and between DEBRA OSIBORSKI, hereinafter called "wife", and TIMOTHY HILL OSIBORSKI, SR., hereinafter called "husband":

W I T N E S S E T H

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable, with the result that Mrs. Osiborski instituted divorce proceedings against Mr. Osiborski on June 19, 1989 same being Civil Action No. 89D-2244 in the Probate Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. 36-801;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties hereby agree that custody of the minor child, TIMOTHY HILL OSIBORSKI, JR., shall be vested in the wife. The husband shall pay to the wife as support for the minor chid the sum of TWO HUNDRED & TWENTY ($220.00) DOLLARS per month. The husband shall have visitation with the minor child every other weekend from Friday at 6:00 P.M. until Sunday at 6:00 P.M. The wife will deliver the child to the home of the husband's mother for said visitation and will pick the child up from the husband's mother's home at the end of the visitation period. The husband shall further have visitation with the minor child each Christmas Day commencing at 10:00 A.M. and ending at 6:00 P.M.; the wife shall have the child each Christmas Eve regardless of whether Christmas Eve falls on the husband's visitation weekend. The husband may have visitation on other holidays as agreed by the parties.

2. The parties hereby agree that title to the marital home of the parties known as 1407 Overton Street, Old Hickory, Tennessee and more particularly described as follows:

> BEING lot No. 152 on the Plan of Section "B" Village of Old Hickory, as of record in Book 1424, page 67, Register's Office, Davidson County, Tennessee.
>
> Being the same property conveyed to Timothy H. Osiborski and wife, Debra D. Osiborski by deed from Ruby Cate of record in Book 7763, page 904, Register's Office of Davidson County, Tennessee.

shall be vested in the wife. The wife shall assume the mortgage upon this real property and shall hold the husband harmless from the same.

3. The parties hereby agree that the personal property and household goods of the parties have already been divided and that such division shall constitute the division of property in this divorce.

4. With regard to the parties' automobiles, the parties hereby agree that the wife shall have possession of the family automobile and shall assume the indebtedness thereupon and hold the husband harmless from same. The parties further agree that the husband shall be responsible for any indebtedness as a result of repossession of the parties' Ford Ranger Truck and shall hold the wife harmless from the same.

5. With regard to the marital debts the parties agree that the wife shall assume responsibility for her personal loan and doctor's bills and the husband shall assume full responsibility for an Internal Revenue Service obligation incurred prior to the parties' marriage and each shall hold the other harmless from these indebtednesses.

6. The parties hereby agree that the house trailer which they formerly owned has been sold to the wife's brother and that in payment for said house trailer, the wife's brother is making payments directly to Vanderbilt Hospital on a debt which the parties owed to said hospital. The husband and wife hereby agree that neither party shall make any claim to receive the proceeds from the sale of the house trailer as division of marital

property, but rather, both parties hereby ratify their prior agreement that the wife's brother shall pay the payments for the trailer directly to Vanderbilt Hospital in satisfaction of the parties' debt to the hospital. Should the brother default in his agreement, both parties hereby agree that either party enforcing the brother's obligation shall first apply any recovery to the hereindescribed debt. Any recovery from the brother in excess of the debt shall be divided equally between husband and wife.

7. Each party shall pay his or her own attorney's fees. Further, the husband shall pay the costs of this cause for which execution may issue if necessary.

8. The parties hereby agree that the wife has received an offer of settlement in regard to a claim for injuries against the husband and Ryder Truck Rental, Inc., arising out of an accident on January 28, 1989. The husband hereby agrees to waive all claims to any recovery which the wife may make from Ryder Truck Rental, Inc. and agrees to execute all checks, releases and other documents necessary to effectuate such a settlement.

9. In the event a creditor of either party makes a claim against the other party which is upheld by a Court of competent jurisdiction to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes including interest and expenses incurred in defending the creditors claim including reasonable attorney's fees.

10. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses including attorney's fees incurred in prosecuting the action.

11. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict

either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

12. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by the Wife and the Husband, or any property that either of them may acquire in the future.

13. Each of the parties agree to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

14. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

15. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Debra E. Osiborski
DEBRA OSIBORSKI

Timothy Hill Osiborski, Sr.
TIMOTHY HILL OSIBORSKI, SR.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, the within named DEBRA OSIBORSKI, with whom I am personally acquainted and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes contained therein.

Witness my hand and seal, this the 4 day of October, 1989.

NOTARY PUBLIC

My Commission Expires: 9-11-90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, the within named TIMOTHY HILL OSIBORSKI, SR., with whom I am personally acquainted and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes contained therein.

Witness my hand and seal, this the 19th day of September, 1989.

NOTARY PUBLIC

My Commission Expires: 7/24/93

The Court further finds that the current address of the parties is as follows: Husband - 1407 Overton St., Old Hickory, TN 37076; Wife - 1405 Stainback Avenue, Nashville, TN 37027.

The Court further finds that unless specifically ordered by this Court the amount of child support set herein shall not be reduced or prorated by either party.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are to be taxed against the defendant, for which execution may issue, if necessary.

ENTERED this 4 day of Oct, 1989.

JUDGE

Approved for Entry:

HAYNES AND CANNON

BY: Grayson Smith Cannon
GRAYSON SMITH CANNON
Attorney for Plaintiff

140 North Main Street
Goodlettsville, Tennessee 37072
(615)859-1328
BPR No. 13183

mail

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded to Chris Hofstetter, 230 Fourth Avenue North, Nashville, TN 37219-2197, on this 4 day of October, 1989.

BY: Grayson Smith Cannon
GRAYSON SMITH CANNON

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BOOK 7980 PAGE 260

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IDENTIF. REFERENCE

Nov 9 10 30 AM '89

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

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* FOURTH *day of* OCTOBER, *19* 89, *in Case Number* 89D-2244 *between* DEBRA OSIBORSKI *Plaintiff, and* TIMOTHY HILL OSIBORSKI, SR. *Defendant, as same remains of record in Book* 50C, *Page* 2125 *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* 9th *day of* NOVEMBER *in the year one thousand nine hundred and* EIGHTY-NINTH *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams *D.C.*

Form #GR-117