MAP 8, PAR 33
" 8, " 154
" 8, " 192

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

JANICE LOUISE GARNER BAUMSTARK >
109 LAKESIDE PARK COURT
HENDERSONVILLE, TN 37075
SS# [redacted]-0432

BOOK 8207 PAGE 937

Plaintiff,

vs. > NO. 90D-244

MICHAEL PAUL BAUMSTARK,
109 LAKESIDE PARK COURT
HENDERSONVILLE, TN 37075
SS# [redacted]-2239

Defendant. >

FILED
OCT 01 1990
Brenda M Page Clerk & Master
By [signature] D.C.

FINAL DECREE OF DIVORCE

This cause came on to be heard on October 1, 1990, before the Honorable Tom Gray, Chancellor of the Chancery Court for Sumner County, Tennessee; upon the Complaint of JANICE LOUISE GARNER BAUMSTARK, for an absolute divorce upon the grounds of Irreconcilable Differences, and upon the testimony of the Plaintiff, statement of counsel in open Court, and the matter being taken as confessed, no Answer having been filed by the Defendant and upon the written notarized Marital Dissolution Agreement executed by the parties, and upon the entire record in this cause, from all of which the Court finds that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitled the Plaintiff to an Absolute Divorce on said grounds; and Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the minor children of this marriage and for the equitable settlement of any property rights between the parties, and that said Agreement should be incorporated into the Final Decree of Divorce and parties acknowledge that the application of the child support guidelines would be unjust or inappropriate in this particular case, in order to provide for the best interest of the children or the equity between the parties, and it is hereby:

ORDERED, ADJUDGED and DECREED that the Plaintiff, JANICE LOUISE GARDNER BAUMSTARK, is awarded an Absolute Divorce from Defendant, MICHAEL PAUL BAUMSTARK, on the grounds of irreconcilable differences and the bonds of matrimony are forever dissolved.

It is further ORDERED, ADJUDGED and DECREED that the written notarized Marital Dissolution Agreement entered into and signed by the parties should be and the same is hereby incorporated into and made a part of this Final Decree of Divorce, by reference and attachment, as fully as if reproduced verbatim herein to wit:

STATE OF TENNESSEE
SUMNER COUNTY

I, Brenda M. Page, Clerk & Master of said County, do hereby certify that the foregoing instrument contains a true and complete copy of final decree of divorce as same appears of record or on the file in Book 90D Page 244 of the records of the Chancery Court, Sumner County, Tennessee. Given under my hand and seal this 1st day of Oct. 1990

BRENDA M. PAGE, Clerk & Master
By [signature] D.C.

CHANCERY COURT * GALLATIN, TENN. *

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

JANICE LOUISE GARNER BAUMSTARK >

Plaintiff,

vs. >

MICHAEL PAUL BAUMSTARK

Defendant. >

BOOK 8207 PAGE 938

NO. _____

FILED

JUN 25 1990

Deputy Clerk

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between JANICE GARNER BAUMSTARK, hereinafter referred to as "Wife", and MICHAEL PAUL BAUMSTARK, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties resulting in a decision by the parties for the institution of divorce proceedings in the Chancery Court of Sumner County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights and obligations for payments of debts, and obligation of support and rights to custody of the minor children and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Husband acknowledges and is aware that Wife will file a civil action for divorce against him in the Chancery Court of Sumner County, Tennessee, and that Wife intends to submit this Marital Dissolution Agreement to the Court for its approval in said divorce action. Husband further acknowledges and agrees that he is entering into this Marital Dissolution Agreement in lieu of service of process and that the signing of this agreement constitutes a general appearance before the court. Husband waives further service of process and waives filing an answer to the Complaint for absolute divorce to be filed by Wife. Husband understands that this waiver of service of process is valid for a period of one hundred twenty (120) days from the date the last party signs this agreement.

2. REAL PROPERTY

A. The Husband shall retain and own the real property located at Baxter Road, Joelton, Davidson, County, Tennessee, more specifically described as:

LAND in Davidson County, Tennessee, being described according to a survey made by Sanford and Associates, dated December 14, 1977, and being described as follows:

BEGINNING at a pk nail in the centerline of Baxter Road, said point being N 87 deg. 57 min. 17 sec. W 330 feet, more or less, from the intersection of the said Baxter Road and Bidwell Road, and the Southwesterly corner of a tract of land conveyed to Robert S. Friedmann and wife, Donna Jo Friedmann by deed from Leona Baxter, of record in Book 5242, Page 352, Register's Office for Davidson County, Tennessee; thence along the centerline of Baxter Road N 87 deg. 57 min. 17 sec. W 105.71 feet to an existing pk nail; thence leaving the said centerline of Baxter Road N 02 deg. 55 min. 05 sec. E 401.33 feet to an existing iron pin; thence N 02 deg. 04 min. 36 sec. E 2710.53 feet to an iron pin; thence along a fence line N 88 deg. 15 min. 48 sec. E 545.38 feet to an iron pin; thence N 88 deg. 15 min. 48 sec. E 27.12 feet to the center of a creek; thence following said creek S 26 deg. 53 min. 14 sec. W 387.00 feet to an iron pin at a fork of said creek; thence continuing with said creek S 38 deg. 56 min. 50 sec. E 1224.92 feet to an iron pin; thence along a fence line N 86 deg. 24 min. 22 sec. W 705.46 feet to an iron pin, said iron pin being in the easterly boundary line of property conveyed to Robert S. Friedmann and wife, Donna Jo Friedmann by deed of record in Book 5242,

Page 352, Register's Office for Davidson County, Tennessee; thence along the said boundary line N 03 deg. 50 min. 20 sec. E 316.00 feet to an iron pin; thence continuing with said common boundary line S 69 deg. 48 min. 57 sec W 358.22 feet to an iron pin; thence further continuing with said common boundary line of this property and the Friedmanns' westerly line S 03 deg. 50 min. 20 sec. W 1812.72 feet to an iron pin; thence S 02 deg. 55 min. 05 sec. W 259.62 feet to the point of beginning, said tract of land containing 23.343 acres, more or less.

BEING property conveyed to Michael P. Baumstark and wife, Janice G. Baumstark from Leona Baxter, unmarried, by deed of record in Book 5271 Page 394, Register's Office for Davidson County, Tennessee.

With all right, title, and interest, in and to said property being hereby divested from the Wife and vested in the Husband.

B. Further, Husband shall retain and own the real property located at Baxter Road, Joelton, Davidson County, Tennessee, more specifically described as:

BEING shown as Tract No. 2 on a survey by Stanford and Associates, Inc., dated December 14, 1977, and being 10 acres, more or less, described as follows:

Beginning at a pk nail in the center of Baxter Road, said point being 250 feet more or less from the intersection of said Road and Bidwell Road; thence along the center of Baxter Road, north 87 degrees 57 minutes 17 seconds west 80.00 feet to a pk nail; thence leaving said road with a line north 2 degrees 55 minutes 05 seconds east 259.62 feet to an iron pin; thence north 3 degrees 50 minutes 20 seconds east 1812.72 feet to an iron pin; thence north 69 degrees 48 min. 57 sec. east 358.22 feet to an iron pin; thence south 3 deg. 50 min. 20 sec. west 1086.17 feet to an iron pin; thence south 69 deg. 48 min. 57 sec. east 270.63 feet to an iron pin; thence south 3 deg. 50 min. 20 sec. west 762.15 feet to an iron pin; thence south 2 deg. 55 min. 05 sec. west 257.18 feet to the point of beginning, containing 10.00 acres, more or less.

BEING the same property conveyed to Michael P. Baumstark and wife, Janice G. Baumstark by deed from William N. Edgin and wife, Dolores D. Edgin of record in Book 5370 Page 753, Register's Office for Davidson County, Tennessee.

With all right, title, and interest, in and to said property being hereby divested from the Wife and vested in the Husband.

C. Further, Husband shall retain and own the real property located at Baxter Road, Joelton, Davidson County, Tennessee, more specifically described as:

BEING a tract of land in the 14th Civil District of Davidson County, Tennessee, more accurately described according to a survey by Tommy E. Walker, Registered Land Surveyor, Tennessee License Number 1465, as follows:

BEGINNING at a set iron pin in the westerly line of Wade Blackwell, (Book 7817, page 518, Register's Office for Davidson County, Tennessee) said pin being North 08 deg. 33 min. 56 sec. East 337 Feet more or less from the north margin of Baxter Road and also being the most Northeasterly corner of Carl Gibson (Book 7184, page 602, Register's Office for Davidson County, Tennessee); thence with a new line North 75 degrees 59 min. 02 sec. West, 248.46 feet to a set iron pin in the east line of Michael P. Baumstark, etux, (Book 5370, page 753, Register's Office for Davidson County, Tennessee); thence with said Baumstark's east line North 08 deg. 35 mins. 06 sec. East 627.75 feet to an existing iron pin; thence North 74 deg. 24 min. 57 sec. East 270.85 feet to an existing iron pin in the west line of said Blackwell; thence with said Blackwell's west line South 08 deg. 33 min. 56 sec. West 762.15 feet to the point of beginning containing 3.94 acres more or less, all as according to a survey by Tommy E. Walker, Registered Land Surveyor, Tennessee License Number 1465, performed in 1990.

The ABOVE described property is subject to a sewage disposal easement as shown on the plat of the Brenda K. Apple Lot on record in Book 7900, page 169, Register's Office for Davidson County, Tennessee, contained in the southerly 300 feet of the above described property, this easement will become void at such time as a system of sanitary sewers is available for sewage disposal.

BEING a portion of that property conveyed to Michael P. Baumstark and wife, Janice Baumstark, by instrument of record in Book 8132, Page 801, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to any and all restrictions and easements of record especially to those of record in Book 7900, page 791, Register's Office for Davidson County, Tennessee.

With all right, title, and interest, in and to said property being hereby divested from the Wife and vested in the Husband.

D. Further, the Wife shall retain and own the real property located at 109 Lakeside Park Court, Hendersonville, Sumner County, Tennessee, more specifically described as:

Land in the 5th Civil District of Sumner County, Tennessee, being Lot No. 41 on the Plan of Walnut Hills Estates, Section Six, as of record in Plat Book 6, pages 11 and 12, Register's Office for said County.

Said Lot No. 41 fronts 95.00 feet on the northerly side of Lakeside Park Court and extends back between parallel lines 184.20 feet to a line in the rear.

Being property conveyed to Michael P. Baumstark and wife, Janice G. Baumstark by deed from T. W. Batey and W. E. Batey, of record in Deed Book 327 Page 326, said

With all right, title, and interest in and to said property being hereby divested from the Husband and vested in the Wife. Wife shall be solely responsible for and hold Husband harmless on the mortgage debt owing to Fidelity Federal. Wife agrees that, if she becomes in arrears 60 days or more on the mortgage, she will notify the Husband and Husband shall have the option to catch up the arrearage and assume the note. Parties agree that the Husband shall have the option to remain in the marital residence until completion of his home on the property named in Paragraph A of this section. Wife agrees that Husband may keep his household and personal items in the marital residence until completion of his residence or until secure on-site storage can be arranged.

3. PERSONAL PROPERTY

A. Wife shall receive the 1988 Honda Concord LX automobile, as her sole separate property free from any claim of Husband. Wife agrees to assume the responsibility for any indebtedness owing on said automobile to Federal Employees Credit Union and to hold Husband harmless therefrom.

B. Husband shall retain the 1988 GMC truck as his sole separate property and shall be responsible for and hold Wife harmless on the debt owing to Sovran Bank.

C. Husband shall retain the 1966 Jeep automobile, the 1966 Mustang automobile, and the fishing boat all of which is unencumbered as his sole separate property with all right, title, and interest in and to said items being hereby divested from the Wife and vested in the Husband.

D. Further, parties have agreed on a division of household furnishings and personal items and each shall be vested with all right, title, and interest in and to said items.

E. Each party shall retain as his/her sole property any bank accounts and saving bonds currently held in his/her own name.

F. Each party shall retain as his/her sole and separate property her interest in the pension plans through their respective employers, and said interest shall be free from any claim of the other party.

4. INDEBTEDNESS

A. Husband shall be responsible for and hold the Wife harmless on the following debts:

A. Master Card Account #5424 1802 5873 5049
B. Sears #06 50426 998797
C. Citibank auto plan #03008388340

B. Wife agrees to be responsible for and hold the Husband harmless on the following debts:

A. Her Eye Doctor Bill
B. Her Emergency Room Bill

The parties also agree that each will be responsible for any indebtedness not mentioned herein, incurred in their own names either during the marriage or since their separation, and to hold each other harmless from any liability thereon.

With respect to each party's liability for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 U.S.C. Section 523 (5) 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 a part of the property settlement, the division of property being set forth elsewhere in this Agreement.

5. CHILD CUSTODY & VISITATION

A. Parties shall have permanent joint custody of the parties minor children to wit: MICHAEL PAUL BAUMSTARK, JR., age 17 years old; JAMES MARCUS BAUMSTARK, age 15 years old, with the Mother as the custodial parent of Michael P. Baumstark and the Father as the custodial parent of James Marcus Baumstark, and with reasonable visitation privileges reserved for the non-custodial parent.

Both parties agree that it is in the best interest of the minor children to cooperate in creating a welcome environment in both homes.

6. CHILD SUPPORT

Due to the custody arrangements, each party agrees to be responsible for the needs of the child in his or her physical custody. Therefore, no child support shall be due from either party in that each is financially able and willing to provide for the child in his/her custody. Both parties fully understand that matters pertaining to child custody, visitation, and support are matters which are expressly subject to review by this Court from time to time as the circumstances of the parties may change.

7. INSURANCE

Both parties agree to continue the medical coverage on the minor children which is currently in effect through their employers and to split equally any medical, dental, orthodontic, optometric or prescription bills not covered by insurance.

8. LEGAL REPRESENTATION

Husband acknowledges that Wife is represented by DEBRAH K. TORMES and that he is entitled to seek independent legal advice. Husband agrees to be responsible for one-half of Wife's attorney fees and court costs.

9. In the event that it becomes 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.

10. It is understood and agreed between the parties that this Agreement will be introduced in the civil action for an absolute divorce to be filed by the Wife in the Chancery Court of Sumner County, Tennessee and submitted to the Court for ratification and incorporation into a final decree of divorce between the parties.

11. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have, or hereafter acquire, under the laws of any jurisdiction with respect to the other or the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take under or against the will of the other, inheritance, descent or distribution, the right to act as personal representative of the other's estate, the right to receive the proceeds of any policy insuring the life of the other party or the right to receive any benefits from the others retirement, pension or profit sharing plan except as provided by the terms of this Agreement. This Agreement applies to all property now owned by either Husband or Wife, individually or jointly, or any property that either of them may acquire in the future.

13. Both parties agree to sign any and all deeds, titles, declarations, documents or instruments necessary or required to implement the terms of this Agreement or to carry out the full purpose or intent of this Agreement.

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

15. It is understood and agreed between the parties that this 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 and with advice of counsel.

16. This Agreement contains the entire understanding of the parties. There are no representations, or warranties or promises other than those expressly set forth herein.

17. In the event that 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.

18. This Agreement may be altered, amended or canceled only by an instrument in writing signed by each of the parties and this requirement cannot be waived by oral agreement. Moreover, no waiver of any of the terms or provisions of this Agreement shall be valid unless such waiver is in writing.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the date indicated below.

June 29 1990
DATE

Janice Garner Baumstark
JANICE GARNER BAUMSTARK

June 29, 1990
DATE

Michael Paul Baumstark
MICHAEL PAUL BAUMSTARK

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, JANICE GARNER BAUMSTARK, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me at Hendersonville, Tennessee, this 6-20 day of June, 1990.

NOTARY PUBLIC

My Commission Expires 1/19/92

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, MICHAEL PAUL BAUMSTARK, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me at Hendersonville, Tennessee, this 20th day of June, 1990.

NOTARY PUBLIC

My Commission Expires 1/19/92

It is further ORDERED, ADJUDGED and DECREED that the cost of this cause are taxed to the Plaintiff (prepaid).

ENTER this 1 day of October, 1990.

JUDGE

APPROVED FOR ENTRY:

DEBRAH K. TORMES, #12019
Attorney for Plaintiff
505 East Main Street
Hendersonville, TN 37075
(615) 824-7163

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of this Final Decree of Divorce has been mailed to the Defendant, MICHAEL PAUL BAUMSTARK, 109 Lakeside Park Court, Hendersonville, TN 37075, on this 1st day of October, 1990.

DEBRAH K. TORMES

6317 10/02 0101 01CASH 36.00

61644

IDENTIF. REFERENCE

OCT 2 9 29 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

PICK-UP