195C/1903

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 APR 15 PM

BARBARA K. BREEN,

PLAINTIFF,

vs. NO. 90D-796

WILLIAM JOHN BREEN,

DEFENDANT.

103-12-0
146.00

FINAL DECREE

This cause came on to be heard on the 15th day of April, 1991, before the Honorable Muriel Robinson Rice, Judge, upon the original Complaint for Absolute Divorce heretofore filed by Mrs. Breen, withdrawal of Mr. Breen's Answer and Counter-Complaint, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mrs. Breen, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. 36-4-101(11). It is therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Barbara K. Breen, is granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court, and the Court affirmatively finds, that the Marital Dissolution Agreement heretofore signed by the parties and submitted to the Court makes an equitable division of the marital properties, and the Court approves the Agreement and incorporates the same herein verbatim as follows:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Counter-Complaint for Absolute Divorce filed by **BARBARA K. BREEN**, hereinafter referred to as "Wife", against **WILLIAM JOHN BREEN**, hereinafter referred to as "Husband", under Docket No. 90D-796, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) **TAX EXEMPT STATUS:** This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) **TRIAL:** Wife shall proceed to trial and obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) **MARITAL RESIDENCE:** The parties presently own as tenants by the entirety, a home located at 209 Mockingbird Road, Nashville, Davidson County, Tennessee. Wife shall be awarded all right, title, and interest in and to the said marital residence, subject to Husband's equitable interest of $17,000.00, to be paid as follows: Wife shall pay directly to Husband the sum of $17,000.00 cash to be paid in three (3) equal installments, of $5,666.66 due and payable in the following manner: Wife shall pay the first payment to Husband of $5,666.66 on the day of the divorce hearing,

by cashier's check, April 15, 1991. Wife shall make her second payment to Husband of $5,666.66 on or before the expiration of twelve (12) months following the entry of the Divorce Decree. Wife shall make her third and final payment to Husband on or before the expiration of two (2) years or twenty-four (24) months following the entry of the Divorce Decree. Wife shall be solely responsible for any mortgage indebtedness, taxes, insurance, and maintenance on the marital residence, assuming any indebtedness thereon, holding Husband harmless from any liability thereon. Both parties agree that Wife's payment of $17,000.00, shall accrue without any interest being taxed thereto, and that Wife's payment of Husband's interest in said marital residence, shall be non-bankruptable. Husband shall be awarded a lien against the marital residence located at 209 Mockingbird Road, Nashville, Tennessee, until such time as said judgment of Husband is paid in full. Husband agrees to execute a Quitclaim Deed, divesting himself from any interest in the marital residence.

(6) HEALTH INSURANCE COVERAGE: Husband, through his former employer, the United States Air Force, shall make available major medical insurance coverage on Wife through CHAMPUS, for a period of one (1) year following the entry of the Divorce Decree, or until Wife remarries, whichever may occur first. It is the express understanding of the parties that CHAMPUS provides 100% coverage including premiums. Both parties agree to cooperate with the United States Air Force, in the submission of any insurance claims, and to provide any documentation relating to any claim arising under the Wife's health insurance coverage. Wife shall be solely responsible for any medical expense incurred on her behalf, not covered by Husband's Champus insurance coverage. Wife hereby certifies that she has no medical coverage under an employer-sponsored health plan, pursuant to the requirements of Section A2-2 of Husband's medical insurance coverage.

(7) HUSBAND'S RETIREMENT AND WIFE'S SURVIVOR BENEFITS: Husband shall be awarded his monthly interest in his Air Force Retirement Account, Number [redacted]7387. However, the parties agree that Wife shall be entitled to survivor benefits under Husband's

Air Force Retirement Account, which for a period of eighteen (18) months following the entry of this Divorce Decree, Husband shall be solely responsible for making the monthly payments under said survivor benefit plans, after which said time, and beginning in approximately October, 1992, Wife shall be solely responsible for reimbursing Husband each month for the payment of Wife's survivor benefits under Husband's Air Force Retirement Account, at whatever the monthly rate or cost is determined at that time. In the event Wife fails to reimburse Husband for any of Husband's payment of Wife's survivor benefits, after the initial eighteen (18) month period from the entry of the Final Decree of Divorce in this cause, Husband shall at once terminate any further payments of the said survivor benefits. It is the express agreement and understanding of the parties, that Wife shall receive any and all benefits under the survivor benefit plan of Husband's Air Force Retirement Account, in the event of Husband's untimely or premature death, assuming all of the above provisions are complied with by Wife.

(8) **HOUSEHOLD FURNITURE, FURNISHINGS & PERSONAL PROPERTY:** Both parties shall be awarded all items of household furniture, and furnishings, presently in his or her respective possession. Additionally, Husband shall be awarded the sofa bed that belonged to Wife's aunt; the white French Provincial bedroom suite; the "boys" bedroom furniture located in the upstairs of the marital residence; and all of Husband's Air Force mementos, and pictures not presently in his possession. Husband shall make arrangements with Wife to pick up the above items and transport these items to his residence at his expense. Husband agrees to give Wife ample notice of when he intends to pick up said items. Both parties acknowledge that there is no outstanding indebtedness existing on any of these above said household furniture, furnishings, or personal property presently in their respective possession, and in the event that there is any lien or indebtedness on any of the property presently in each parties' possession, then that party agrees to hold the other party harmless as to any liability thereon.

(9) **MARITAL DEBTS:** Each party shall be solely responsible for any indebtedness incurred in that party's separate name since the parties' separation in September, 1988. Further, Wife shall be solely responsible for any outstanding indebtedness owing to Wife's aunt, and any indebtedness owed to Wife's brother, holding Husband harmless from any liability thereon. Any other indebtedness of the parties presently being paid by that party shall be the sole and separate responsibility of that party, and that party agrees to hold the other party harmless from any liability thereon. Husband shall be solely responsible for any indebtedness owed to the parties' VISA through Central Fidelity Bank and holding Wife harmless from any liability thereon.

(10) **COURT COSTS:** Each party shall be responsible for one-half of any Court costs assessed in this cause.

(11) **ATTORNEY'S FEES:** Each party shall be responsible for payment of their respective attorney fees.

(12) **FAIRNESS OF AGREEMENT:** The parties acknowledge that the provisions of this Agreement are fair, adequate and satisfactory to them and in the keeping with their accustomed standard of living and reasonable requirements.

(13) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(14) **VOLUNTARY ACCEPTANCE:** Each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress, coercion or undue influence. Legal counsel has been made available to fully explain the provisions of this Agreement and their legal effect.

(15) **ENTIRE AGREEMENT:** 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.

(16) **ESTATE WAIVER:** It is understood and agreed between the parties that this Agreement is intended to be a final settlement

of all property rights 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 law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(17) **ADDITIONAL INSTRUMENTS:** 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 read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this the 12TH day of April, 1991, as to the Wife, and the 9TH day of April, 1991, as to the Husband.

Barbara K. Breen
BARBARA K. BREEN

William John Breen
WILLIAM JOHN BREEN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **BARBARA K. BREEN**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 12th day of April, 1991.

NOTARY PUBLIC

My Commission Expires: 7/24/93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **WILLIAM JOHN BREEN**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee this 9th day of April, 1991.

Cindy Maniscalco
NOTARY PUBLIC

My Commission Expires: 5/8/91

breen.mda

It is further ORDERED AND ADJUDGED that the addresses of the parties are as follows:

Barbara K. Breen
209 Mockingbird Road
Nashville, TN 37205

William John Breen
810 Burgess Drive
Nashville, TN 37209

It is further ORDERED AND ADJUDGED that the costs of this cause are to be taxed one-half (1/2) against the Plaintiff and one-half (1/2) against the Defendant, for all of which execution may issue if necessary.

Enter this the 15th day of April, 1991.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT TODD JACKSON
P.R. #13566
ATTORNEY FOR DEFENDANT
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

BY: DONALD ARKOVITZ
P.R. #2954
ATTORNEY FOR PLAINTIFF
332 White Bridge Road
Nashville, Tennessee 37209
615/356-2896

08638
IDENTIF. TREFERENCE
APR 22 2 57 PM '91
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.
7195 04/22 0101 03CHECK 27.00

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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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 15th. *day of* April, *19* 91, *in Case Number* 90D-796 *between* Barbara K. Breen *Plaintiff, and* William John Breen *Defendant, as same remains of record in Book* 195C, *Page* 1903 *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* 19th. *day of* April *in the year one thousand nine hundred and* Ninety-One *and in the* 215th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D.Rucker *D.C.*

Form #GR-117