IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JULIE RENEE HENNESSY,
Plaintiff,
v.
WILLIAM PATRICK HENNESSY,
Defendant.

No. 90D-4141

FINAL DECREE

This cause came to be heard on the fourth day of April, 1991 before the Honorable ~~Muriel Robinson Rice~~ Rose Palermo, Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint for divorce filed by plaintiff herein, upon the Marital Dissolution Agreement executed by the parties, upon the testimony of plaintiff in open court, and the entire record in this cause, from all of which it appears to the Court that there exists such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce, that the parties by written agreement have provided for the equitable settlement of their property rights and all rights of support between them, and that the sixty (60) day waiting period, as required by statute, has elapsed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing between the parties be and the same are hereby forever and perpetually dissolved and that plaintiff, Julie Renee Hennessy, 513 Arbor Knoll Blvd., Antioch, Tennessee 37013 is granted an absolute divorce from defendant, William Patrick Hennessy, 1516 Aaronwood Drive, Old Hickory, Tennessee 37138, and each party is 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 approved by the Court and each and every provision of said agreement is hereby made a specific order and decree of the Court. The Marital Dissolution Agreement in words and figures is as follows:

BOOK 8338 PAGE 857

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
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| JULIE RENEE HENNESSY, Plaintiff, | ) | |
| v. | ) | No. 90D-4141 |
| WILLIAM PATRICK HENNESSY, Defendant. | ) | |

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into this 27th day of March, 1991, by and between Julie Renee Hennessy (hereinafter "Wife") and William Patrick Hennessy (hereinafter "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Wife has, prior to the filing of this Marital Dissolution Agreement, instituted divorce proceedings against Husband in the Circuit Court for Davidson County, Tennessee, Docket No. 90D-4141; 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, support obligations, and obligations for payment of debts, 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. The parties acknowledge that there are no children born of this marriage and agree that neither party shall receive or be entitled to receive support payments from the other unless expressly set forth herein.

2. Wife hereby transfers and conveys to Husband all of Wife's right, title and interest in and to the parties' real property located at 1516 Aaronwood Drive, Old Hickory, Davidson County, Tennessee 37138. Husband, from and after the date hereof, shall be responsible for all mortgage payments on the home, and all maintenance, upkeep, utilities, insurance and taxes, and hold Wife harmless from the same. Wife further agrees to execute a quitclaim deed evidencing this conveyance as soon as the divorce between the parties becomes final. The parties further agree that in the event the real property is sold, Wife shall be entitled to receive one-half (½) of the proceeds from the sale after all expenses associated with said sale have been paid and after the balance of the mortgage has been paid off. Husband agrees that no sale of the real property will take place without giving Wife ten (10) days written notice of said sale.

3. Wife agrees to convey any right, title and interest she may have in and to the parties' 1986 Pontiac LS 6000 automobile to Husband. Husband agrees to satisfy the indebtedness on said automobile and hold Wife harmless from the same. Wife agrees to execute any and all instruments necessary to properly effectuate transfer of title of the aforementioned vehicle to Husband.

4. Wife agrees to convey any right, title and interest she may have in and to the parties' 17 foot Citation ski boat, motor, and trailer to Husband. Husband agrees to satisfy the indebtedness on said boat, motor and trailer and hold Wife harmless from the same. Wife agrees to execute any and all instruments necessary to properly effectuate transfer of title of the aforementioned boat, motor and trailer to Husband.

5. Husband and Wife shall each file a separate income tax return for the year ending December 31, 1990. Husband acknowledges and agrees that Wife is entitled to take the property tax deduction and mortgage deduction on Wife's separate income tax return for the year ending December 31, 1990 in connection with all amounts paid in property taxes and mortgage payments on the real property located at 1516 Aaronwood Drive, Old Hickory, Davidson

County, Tennessee 37138 for the year ending December 31, 1990. Husband covenants and agrees not to take any deduction on Husband's separate income tax return for the year ending December 31, 1990 for property taxes or mortgage payments paid on the real property located at 1516 Aaronwood Drive, Old Hickory, Davidson County, Tennessee 37138 for the year ending December 31, 1990. Husband and Wife shall file separate income tax returns for subsequent years.

6. The parties have heretofore divided their personal property as mutually agreed. Each party disclaims any right, title and interest to that personal property in the possession of the other party.

7. All funds on deposit in checking and savings accounts styled in the individual names of each party shall be, and are hereby, made the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

8. Husband presently has health insurance through Blue Cross/Blue Shield. Wife has been paying the premiums for said insurance. Husband agrees to satisfy future premiums for this insurance and hold Wife harmless from the same. Wife agrees to execute any and all instruments necessary to properly effectuate transfer of any obligation Wife currently has on the policy.

9. Husband has had life insurance through Northwestern Mutual Life. Wife has been paying the premiums for said insurance. Husband agrees to satisfy future premiums for the insurance and hold Wife harmless from the same. Wife agrees to execute any and all instruments necessary to properly effectuate transfer of any obligation Wife currently has on the policy.

10. Wife has been a signatory on the Sovran Bank checking account at Husband's employer: Able Building Services. Husband agrees to remove Wife's name from the account and hold Wife harmless for any obligation or liability resulting from Wife's name having been on the account. Wife agrees to execute any and all

instruments necessary to properly effectuate removal of Wife's name from the account.

11. Each party shall pay his or her own attorney for services rendered in connection with the divorce proceedings pending in the Circuit Court for Davidson County, Tennessee and in connection with the preparation and negotiation of this Agreement.

12. Wife shall pay all court costs associated with the divorce proceedings pending in the Circuit Court for Davidson County, Tennessee.

13. Except as otherwise provided herein, Husband and Wife individually agree to be solely and separately responsible for paying all debts which they have heretofore contracted for or incurred individually and shall hold the other party harmless from any liability for such debts except as otherwise expressly provided herein. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

14. 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 any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

15. 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.

16. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted

to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.



17. 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, courtesy, 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.

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

19. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement.

20. 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 or the opportunity to obtain advice of counsel.

21. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein. BOOK 8338 PAGE 862

22. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

23. This Agreement may be altered, amended or cancelled only by an instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

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

"WIFE"

Julie Renee Hennessy
JULIE RENEE HENNESSY

"HUSBAND"

William P. Hennessy
WILLIAM PATRICK HENNESSY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Joni Patterson Notary Public in and for the aforesaid State and County, Julie Renee Hennessy, the within named Wife, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained herein.

Witness my hand in Nashville, Tennessee this 27th day of March, 1991.

Joni Patterson
Notary Public

My Commission Expires: 9/26/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lou Patterson, a Notary Public in and for the aforesaid State and County, William Patrick Hennessy, the within named Husband, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained herein.

Witness my hand in Nashville, Tennessee this 27th day of March, 1991.

Lou Patterson
Notary Public

My Commission Expires: 9/26/92

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It is further ORDERED, ADJUDGED, AND DECREED that the costs of this cause shall be and are hereby taxed against plaintiff, Julie Renee Hennessy.

It is further ORDERED, ADJUDGED, AND DECREED that execution may issue to enforce any of the provisions of this decree.

Entered this 4 day of April, 1991.

Rose Palermo
~~JUDGE MURIEL ROBINSON RICE~~

APPROVED FOR ENTRY:

DEARBORN & EWING

BY: John E. Quinn
John E. Quinn #12220
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Nashville, TN 37239
(615) 259-3560

Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Final Decree was mailed first-class, postage prepaid to William Patrick Hennessy, 1516 Aaronwood Drive, Old Hickory, Tennessee 37138 on this the 4th day of April 1991.

John E. Quinn

# 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* FOURTH *day of* APRIL, *19* 91, *in Case Number* 90D-4141 *between* JULIE RENEE HENNESSY *Plaintiff, and* WILLIAM PATRICK HENNESSY *Defendant, as same remains of record in Book* 195C, *Page* 1549 *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* 25th *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* Walter S. Adams *D.C.*