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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID HAMILTON KRECH, Complainant & Counter-Defendant vs. SHARON NORMA WATSON KRECH, Defendant & Counter-Complainant	)	No. 89D-2758

BOOK 8363 PAGE 449

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 25th day of April, 1991, before the Honorable Joseph K. Dughman, sitting as Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon original Complaint filed herein for absolute divorce, Answer and Counter-Complaint filed herein, Marriage Dissolution Agreement submitted to the Court for approval, Motion to withdraw the original Complaint so as to allow the counter-complainant to proceed on the grounds of irreconcilable differences, which the Court was pleased to grant, and testimony of the complainant from all of which the Court finds as follows:

That the original Complaint filed in this cause should be withdrawn.

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

That the Marriage Dissolution Agreement submitted to the Court for approval is fair and equitable and makes adequate provisions for the support and maintenance of the parties' minor child and should be approved and made the order of this Court.

It is therefore **ORDERED, ADJUDGED and DECREED** that the original Complaint filed in this cause is hereby withdrawn and held for nothing.

It is further **ORDERED, ADJUDGED and DECREED** that the counter-complainant is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED and DECREED** that the Marriage

Dissolution Agreement submitted to the Court for approval is hereby approved and made the order of this Court and is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
SITTING AT NASHVILLE

DAVID HAMILTON KRECH,
Plaintiff

V.

SHARON NORMA WATSON KRECH,
Defendant

NO. 89D-2758

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into between DAVID HAMILTON KRECH (Husband) and SHARON NORMA WATSON KRECH (Wife);

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court a suit for absolute divorce styled DAVID HAMILTON KRECH v. SHARON NORMA WATSON KRECH, Docket No. 89D-2758; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. CUSTODY

The Wife and the Husband shall share joint legal custody of the minor child of the parties, namely Kristina Danielle Krech, with the Wife maintaining the principal physical custody of the child subject to reasonable visitation rights on the part of the Husband. The Wife shall be principally responsible for the day to

day care and control of the minor child, and principally responsible for the child's discipline, education and religious upbringing. The Husband shall be responsible for the care and discipline of the minor child during his periods of visitation. The Husband shall have access to all school and medical records, may attend school conferences, meetings and activities, may consult with attending physicians, and may receive copies of the minor child's report card. Each of the parties agrees not to interfere with the other party's care of the minor child while she is in the possession of the other party. The parties acknowledge that the Wife has an infant daughter named Erika who was born during the marriage but who is not a child of the marriage. The parties further acknowledge that the Husband has no legal rights in said child nor does he have any legal responsibilities regarding said child.

2. **VISITATION**

Husband shall have the right to visitation with the minor child every other weekend from Friday at 6:00 P.M. through Sunday at 6:00 P.M. Husband shall further have visitation with the child one additional evening per week on Wednesday evening from 6:00 P.M. to 9:00 P.M. Further, Husband shall have visitation with the minor child for two two-week periods each summer. Husband shall give notice in writing by May 1 of each year of his intent to exercise summer visitation and the time period during which he plans to exercise this visitation. Husband shall also have visitation with the minor child for the Christmas holidays in odd numbered years from the date school lets out for the holidays until 12:00 noon Christmas morning, at which time the child shall be returned to Wife. On even numbered years, Husband shall have the minor child from 12:00 noon on Christmas morning until 12:00 noon of the day before school resumes. Husband shall further have visitation with the minor child on alternate major holidays, which are defined to be Easter, Memorial Day, Independence Day, Labor Day and Thanksgiving, with the holiday visitation alternating each year. This visitation will commence with the Independence Day holiday. The parties expressly understand that visitation is for the benefit of

the minor child. Each party may telephone the child while the child is in the possession of the other party. Both parties are permanently enjoined from taking the child from the State of Tennessee without the prior written consent of the other party.

3. **CHILD SUPPORT**

It is agreed that Husband shall pay to Wife as child support the minimum sum of $500.00 per month direct to Wife on the first day of each succeeding month, beginning with the first month following the signing of this Agreement. Additionally, at the end of each month the Husband shall provide documentation of his monthly income for the preceding month and shall pay additional support to the Wife for the minor child of the difference between the $500.00 minimum and the sum reached by taking 21% of the monthly net total, as calculated in accordance with the Child Support Guidelines. The Husband shall provide a copy of his annual income figures as they appear on his annual federal income tax return. The child support to be paid by Husband to Wife as set forth herein appears to meet or exceed the statutory guidelines. Said support shall not be reduced or prorated unless specifically ordered by the Court.

4. **INSURANCE**

Wife currently maintains health insurance for the benefit of the minor child and shall continue to do so. The Husband agrees to contribute $30.00 per month toward the insurance premium as an additional element of child support. The Husband will reimburse the Wife $200.00 toward the deductible for the health insurance upon proof that it has been incurred and paid by the Wife, as an additional element of child support. The Husband agrees to pay all medical expenses which are covered charges but are in excess of properly payable insurance benefits, and each party agrees to be responsible for one-half of any and all dental, medical, pharmaceutical, optometric and other vision expenses, orthodontic, psychiatric, psychological or any other physical or mental health-related expenses not covered by insurance. Wife shall submit

statements to Husband of the unpaid medical expenses and Husband shall remit to Wife one-half of the uncovered costs in a timely fashion. In the event Wife is terminated from her employment or her employer ceases doing business and the Wife cannot obtain comparable insurance at a comparable rate within a reasonable time, either through her employer or otherwise, Husband shall assume the responsibility for providing the major medical insurance on the child. If the Wife voluntarily quits her employment and cannot obtain comparable insurance at a comparable rate within a reasonable period of time, she shall be able to petition the Court and ask that this obligation be shifted to the Husband. If it is so shifted the Husband shall have the right in the same hearing to request an adjustment of child support because of this increased financial burden. In addition, the Husband shall have the right if he so chooses to assume the responsibility of major medical insurance on the child, in which case he shall be relieved of the responsibility to make the insurance premium contribution and contribution to deductible outlined in this paragraph. Husband shall continue to maintain his current life insurance policy or policies with the minor child as irrevocable beneficiary during her minority to the extent of $60,000.00. Upon the Husband's death these proceeds shall be placed in trust with the Wife and Melanie Ann (Krech) McGee as Co-trustees. The Co-trustees shall pay to the Wife a sum each month equal to the child support ordered by the Court at the time of the Husband's death. In the event the Co-trustees agree that encroachment beyond the basic child support figure is appropriate and necessary they shall be permitted to so encroach without further orders of the Court. If the Co-trustees disagree about the propriety and necessity for such encroachment, either Co-trustee shall be permitted to file a Petition with this Court to request an order allowing encroachment if, in the discretion of this Court, such an encroachment is appropriate and necessary. If the resisting Co-trustee has not acted reasonably in her opposition to the request of the requesting Co-trustee, the attorney's fees for the requesting Co-trustee shall be paid from the trust. The attorney's fees for the resisting trustee shall,

in any event, be paid from the trust. For the purpose of interpretation of this provision, it is the intent of the parties that the education and health of the child be the primary concerns of the trust. Upon the child reaching her majority, the Wife shall cease to be a Co-trustee and Melanie Ann (Krech) McGee of Burns, Tennessee, shall be sole Trustee, with complete and total discretion in administering the trust. The trust shall terminate when the child is 30 years of age and the trust corpus, if any remains, shall be paid over to her.

5. **REAL PROPERTY**

The parties own the following real estate: 1116 Ordway Place, Nashville, Tennessee, and 508 North 17th. Street, Nashville, Tennessee. It is agreed that the house and lot titled in the parties and located at 1116 Ordway Place, Nashville, Tennessee, shall be vested solely in Wife and divested out of Husband, and that if this Marital Dissolution Agreement is made a part of a decree of divorce the divorce Decree itself shall operate to vest the property in Wife and divest it out of Husband. Wife shall assume all indebtedness on said real estate and shall hold Husband harmless and indemnify Husband as to said property. The property is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 9 of Block "C" in F. O. Beazley's Subdivision of the Douglas Tract, as of record in Plan Book 2, page 66, Chancery Court at Nashville.
>
> Said Lot No. 9 fronts 50 feet on the southerly side of Ordway Place, Formerly Grove Avenue, and extends back between parallel lines with the westerly margin of 12th Street 160 feet to an alley.
>
> Being the same property conveyed to David Hamilton Krech and wife, Sharon N. Krech, by deed from James K. Green and wife, Linda K. Green, of record in Book _____, page _____, Register's Office for said County.

It is agreed that the house and lot titled in the parties and located at 508 North 17th Street, Nashville, Tennessee, shall be vested solely in Husband and divested out of Wife, and that if this Marital Dissolution Agreement is made a part of a decree of divorce the divorce Decree itself shall operate to vest the property in Husband and divest it out of Wife. Husband shall assume all

indebtedness on said real estate and shall hold Wife harmless and indemnify Wife as to said property. The property is more fully described as follows:

> Land in Davidson County, Tennessee, being the north 50 feet of Lot 3 on the Map of W. L. Horn's Spout Spring Addition of record in Book 57, page 106, said Register's Office.
>
> Said Lot fronts 50 feet on the west side of Hughes Street, now 17th Street, and runs back between parallel lines, 170 feet to a dead line.
>
> Being the same property conveyed to David H. Krech and wife, Sharon N. Krech, by deed from Paul M. Darden, Betty Jean Darden Walker & Grady L. Warren, Jr., of record in Book 7192, page 214, said Register's Office.

The parties previously owned real estate located at 111 South 13th. Street, Nashville, Tennessee, which has been sold within the past year. The Wife retained a mortgage on the property, and the Husband relinquishes all right, title and interest to said interest of the Wife and to said mortgage.

6. PERSONAL PROPERTY

The parties agree to divide the personal property as follows: The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects in the possession of Husband shall be his sole and separate property, and Wife is divested of any ownership interest in said items. All furniture, furnishings and personal effects in the possession of Wife shall be her sole and separate property, and Husband is divested of any ownership interest in said items.

7. MOTOR VEHICLES

The 1985 Nissan Maxima shall be vested solely in Wife and divested totally out of Husband, and Wife assumes full responsibility for the payment of any indebtedness due on said vehicle and shall hold Husband harmless and indemnify him regarding said vehicle. The 1991 Ford Explorer shall be vested solely in Husband and divested totally out of Wife, and Husband assumes full responsibility for the payment of any indebtedness due on said vehicle and shall hold harmless and indemnify Wife regarding said vehicle.

8. DEBTS

It is agreed that Husband shall be solely responsible for the timely payment of the following debts: Third National Bank VISA, Third National Bank Mastercard, and Sears. It is agreed that Wife shall be solely responsible for the timely payment of the following debts: Her automobile and her house. The parties intend to create for the purpose of this paragraph a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. §523(a)(5). This support is necessary to meet the day to day living expenses of the obligee spouse and the amount of support is reasonable. It is also understood that neither party is currently contemplating the filing of a bankruptcy petition and that the filing of such a petition would constitute a change of circumstances for the purpose of requesting a modification of support obligations contained in this Agreement.

9. ATTORNEY'S FEES

Each party shall be responsible for the payment of the attorney's fees for that party's attorney. Each attorney shall have a lien for his fee against the separate property, including real estate, of the responsible party under this agreement.

10. COURT COSTS

The remaining court costs in this matter will be divided equally between the parties.

11. MODIFICATION

No modification or waiver of any of the provisions of this Agreement shall be effective unless made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. Both parties are aware and understand that matters of custody and child support can be reviewed and modified by an appropriate Court with jurisdiction upon a proper showing in open court of a change of circumstances.

Similarly, both parties understand that no modification as to child support may be made without the approval of a Court with competent jurisdiction.

12. **SEVERANCE**

Should a Court of competent jurisdiction hold that any portion of this Agreement is invalid, or make modifications thereof, the remainder shall remain in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court of competent jurisdiction shall order, said provision being severable.

13. **INCORPORATION**

The parties agree that this Marital Dissolution Agreement shall be incorporated in any Final Decree of Divorce that may be granted, subject to Court approval, whether in this Court or in any other Court of competent jurisdiction, and agree that it shall be ratified, approved and incorporated into the Final Decree of Divorce in its entirety.

14. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed all of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this agreement. Each party acknowledges that no other representations have been made as an inducement to enter into this Agreement other than as set forth herein. This Agreement is meant and intended by the parties hereto to be a post-nuptial marital dissolution agreement, and is to be a full, final and complete release by each party, of any interest whatsoever, which each party may now or hereinafter have in and to the property of the other as herein provided, based upon a full and complete disclosure of assets and liabilities.

15. **CREDIT AND NON-COMPLIANCE**

From the date of execution of this Agreement neither party will incur any indebtedness upon the credit of the other. Should this covenant be broken and one party is voluntarily or involuntarily required to pay an obligation incurred by the other party, or should one party be voluntarily or involuntarily required to pay any other obligation assumed by the other party under this Agreement, the party who makes such payment shall be entitled to indemnity from the other party for all monies paid, including the obligation itself, reasonable attorney's fees actually incurred, and interest actually paid. Further, to the extent not mentioned in this Agreement, any debt currently existing as to any property which becomes titled in a party shall become the debt of that party and that party shall indemnify and hold harmless the other party regarding said debt.

16. **VOLUNTARY EXECUTION**

Each party acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge and understanding of the consequences. In certain instances, it represents a compromise of the disputed issues. Each believes the terms and conditions to be fair and equitable under the circumstances, and recognizes that no undue influence, fraud, coercion, or misrepresentation has been made. Each party agrees that the provisions of this Agreement are fair and equitable, make adequate provision for the minor child, are in the best interests of the minor child of the parties, and are entered into voluntarily. This Agreement applies to all property now owned by the parties, individually or jointly, or any property that either of them may acquire in the future.

17. **BINDING EFFECT**

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

18. **EXECUTION OF DOCUMENTS**

The parties agree that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments or documents necessary or required in order to implement the terms of this Agreement.

19. **EXISTING OBLIGATIONS AT DEATH**

The parties agree that all alimony and/or child support or other payments which may be owing by one party to the other at the time of the obligor's death shall survive the obligor and shall be debts or obligations binding upon and payable by the estate, heirs and personal representatives as if the decedent were still living.

IN WITNESS WHEREOF, the parties have set their signatures.

DAVID HAMILTON KRECH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said DAVID HAMILTON KRECH with whom I am personally acquainted and who acknowledged he had read the foregoing document and that its contents were true and accurate to the best of his knowledge, information and belief.

Sworn to and subscribed before me this 19 day of April, 1991.

Deborah Ann Huberson
NOTARY PUBLIC

My commission expires: 1/23/93.

SHARON NORMA WATSON KRECH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said SHARON NORMA WATSON KRECH with whom I am personally acquainted and who acknowledged that she had read the foregoing document and that its contents were true and accurate to the best of her knowledge, information and belief.

Sworn to and subscribed before me this 25 day of April, 1991.

NOTARY PUBLIC

My commission expires: May 20, 1992.

It is further **ORDERED, ADJUDGED and DECREED** that the parties shall equally divide the remaining Court costs in this cause for which let execution issue if necessary.

This the 25th day of April, 1991.

JOSEPH K. DUGHMAN
SPECIAL JUDGE

APPROVED FOR ENTRY:

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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* Twenty-Fifth *day of* April, *19* 91, *in Case Number* 89D-2758 *between* David Hamilton Krech *Plaintiff, and* Sharon Norman Watson Krech *Defendant, as same remains of record in Book* 196A, *Page* 301 *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* 16 *day of* May *in the year one thousand nine hundred and* Ninety-One *and in the* 215 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings *D.C.*