IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CAROLYN MARTHA BRUECK	)	
	)	
Plaintiff,	)	
	)	
VS.	)	NO. 90C-414
	)	
FRED HERMANN BRUECK	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 16th day of May, 1990, before Honorable ~~James R. Everett, Jr.~~ Willard Hagan, Special, Judge of the Probate Court for Davidson County, Tennessee, upon the Petitioner's Complaint for Absolute Divorce, the executed Marital Dissolution Agreement of the parties, which provides for a division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility of payment of the parties' joint and individual debts, upon the testimony of the Petitioner, statements of counsel, and the entire record in this cause, from all of which the Court affirmatively finds that the allegations in the Petitioner's Complaint are sustained by the proof and that there exists such irreconcilable differences between the parties as would entitle Petitioner to an absolute divorce, that the Marital Dissolution Agreement heretofore executed by the parties is an adequate and sufficient apportionment of the marital property and debts of the parties owing and should be approved; that the sixty day waiting period, as required by statute, has lapsed; and that the present addresses of the parties hereto are as follows:

It is, therefore, ORDERED, ADJUDGED and DECREED that the Petitioner, Carolyn Martha Brueck, be and is hereby ordered an absolute divorce from the Respondent, and that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

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 is in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between CAROLYN MARTHA BRUECK, hereinafter referred to as "Wife", and FRED HERMANN BRUECK, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being CAROLYN MARTHA BRUECK vs. FRED HERMANN BRUECK, bearing Docket No. 90D414 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, obligations for payment of debts, and any and all matters concerning their respective rights and duties by reason of the marital relationship and to enter into a contract for the settlement of all such rights and obligations, not only for the present, but for the future;

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

1. Children. The parties acknowledge and agree that there are no minor children born to this marriage.

2. Real Property. The parties acknowledge and agree that they own certain real property as Tenants by the entirety. Said property is located at 725 Bowfield Court, Antioch, Tennessee with a more accurate description being found in deed book 6636, page 106, Registers office for Davidson County, Tennessee, to wit:

> LAND in Davidson County, Tennessee, being Lot No. 29 on the Plan of Debra Heights, Section 3, as of record in Book 4175, Page 6, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to Thomas A. Runner et ux, Barbara A. Runner by deed from Michael L. Clark et ux, Sandra C. Clark of record in Book 5040, Page 887, said Register's Office for Davidson County, Tennessee.
>
> BEING the same property conveyed to Fred H. Brueck and wife, Carolyn M. Brueck from Thomas A. Runner and wife, Barbara A. Runner of record in Book 6636, Page 106, said Register's Office for Davidson County, Tennessee.

The parties acknowledge and agree that all right, title and interest in and to said real property shall be divested from the Husband and vested solely in the Wife, with the Wife being solely responsible for any indebtedness thereon. Wife further agrees to hold the Husband harmless from any said indebtedness and to indemnify him for any costs, expenses or losses experienced by her as a result of the Wife's failure to meet the obligations contained herein Husband agrees to immediately execute a quitclaim deed on said real property over to Husband.

3. Automobiles. The parties further agree that all right, title and interest in and to the 1987 Van automobile shall be divested out of the Husband and vested solely in the Wife. The parties further agree that the Wife shall be responsible for any indebtedness owing on the vehicle which is vesting solely in her while holding the Husband harmless from any said indebtedness. The parties further agree that they shall indemnify the other party for any costs, expenses or losses experienced as a result of the other party's failure to comply with the terms of this provision. Furthermore, the parties agree that they shall immediately execute whatever documents are necessary to carry out the terms of this provision.

4. Personal Property. The parties agree that each shall keep that property which each party brought into the marriage, such property to include, but not be limited to, clothing, jewelry and similar items of personality, and they acknowledge that they have made a satisfactory settlement and distribution of all such personal property, marital or otherwise, to which he or she is entitled. The parties agree that the Husband shall be entitled to the T.V., VCR, Tape Deck and Stereo, and the bed and dresser in the extra bedroom.

5. Debts. The parties acknowledge and agree that there is a debt owing to Ethan Allen and that the Wife will assume responsibility of said debt. The parties acknowledge and agree there are no other joint debts arising out of this marriage.

The parties further agree that each shall be responsible for his or her own indebtedness and further agree to hold the other harmless for such debts. The parties further agree that they shall indemnify the other party for any costs, expenses, or losses experienced as a result of the other party's failure to comply with the terms of this provision. The parties further agree that neither of them shall incur a debt after the execution of this Agreement on an account for which the other party may be held responsible or which would otherwise be binding on the other party or be considered an encumbrance to said party.

6. Monetary Funds and Accounts. The parties acknowledge and agree that they have a joint checking account which will be put solely in the Wife's name. They acknowledge and agree that they have no other similar financial accounts.

7. Restraining Order. The parties acknowledge and agree that they are hereby enjoined and restrained from molesting, harassing, assaulting, threatening or otherwise harming each other in any manner whatsoever upon execution of this Agreement. The Husband further agrees he is hereby enjoined and restrained from making any suicide threats in the presence of the Wife. The parties further understand that any violation of said restraining order may subject them to the contempt

powers of this Court, which includes the ability to incarcerate any party violating the orders of this Court.

8. Income Tax. The parties agree that they will be filing income tax returns for the year 1990 either jointly or separately, whichever deems to be most beneficial to the Wife.

9. Court Costs. The parties agree that the Wife shall be responsible for payment of all court costs incurred in this cause, so long as the divorce proceeds on the grounds of irreconcilable differences.

10. Attorney Fees. The parties agree that the Wife shall be responsible for the cost of her attorney fees incurred in this cause so long as the divorce proceeds on the grounds of irreconcilable differences.

11. Miscellaneous Provisions. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless for any liability therefor, such obligations shall be deemed to be a support obligation under 11 U.S.C., Section 523(5), said obligation not being dischargeable in bankruptcy as to the other party.

It is further understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, 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 may here or hereafter acquire under the law of any jurisdiction with respect to the other's property including, but not limited to, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, or the 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 the Wife and Husband, individually and jointly, or any property that either of them may acquire in the future.

It is further understood and agreed by and between the parties that this Agreement is entered into without any undue influence, coercion or misrepresentation or for any reason not herein stated.

12. Breach of this Agreement. The parties acknowledge that the failure of either party to abide by the terms of this Agreement shall vest in the other party the right to pursue whatever legal actions are appropriate in order to remedy the particular breach. The parties agree that the party in breach of this contract shall be responsible to the non-breaching party for all reasonable attorney fees incurred by the non-breaching party as a result of his or her efforts to enforce the terms of this Agreement subsequent to its execution.

13. Content of this Agreement. The parties acknowledge and agree that this Agreement is entered into by each of them with full knowledge on the party of each of them of the extent and probable value of all property and estate of the parties, jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of

the estate, whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as her or she may be bound by the promises and covenants contained in this Agreement.

The parties further acknowledge that they have read the entire terms of this Agreement and that they understand all the terms and conditions contained therein. The parties further acknowledge and agree that this Agreement constitutes a full and complete understanding of the parties hereto relative to all matters of the division of the marital property. The parties further acknowledge and agree that this Agreement adequately and sufficiently provides for the division of all of the marital estate.

/S/ Carolyn Martha Bruwck
CAROLYN MARTHA BRUECK

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the aforenamed CAROLYN MARTHA BRUECK, known personally to me, who upon her oath, stated that she has read the foregoing Marital Dissolution Agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 15th day of March, 1990.

My Commission Expires: November 21, 1992

/S/ Sophia Brown Crawford
NOTARY PUBLIC

/S/ Fred Hermann Brueck
FRED HERMANN BRUECK

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the aforenamed FRED HERMANN BRUECK, known personally to me, who upon his oath, stated that he has read the foregoing Marital Dissolution Agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 15th day of March, 1990.

My Commission Expires: November 21, 1992

/S/ Sophia Brown Crawford
NOTARY PUBLIC

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It is further ORDERED, ADJUDGED and DECREED that the court costs in this cause are taxed to the Plaintiff.

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It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTER this the 16 day of May, 1990.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

FISHBURN, WARE, HAGAR & CRAWFORD

SOPHIA BROWN CRAWFORD (BPR #13201)
Attorney for Petitioner
Suite 2121, Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
(615) 242-8107

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed this the 16 day of May, 1990 to Fred Hermann Brueck, 725 Bowfield Court, Antioch, Tennessee 37013.

SOPHIA BROWN CRAWFORD

RECORDER'S MEMO
Legibility and/or clarity of writing in this document unsatisfactory when received.

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* 17th *day of* May, *19* 90, *in Case Number* 90C-414 *between* CAROLYN MARTHA BRUECK *Plaintiff, and* FRED HERMANN BRUECK *Defendant, as same remains of record in Book* 54B, *Page* 1717 *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* 28th *day of* June *in the year one thousand nine hundred and* Ninety-One *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By M J Bentley, *D.C.*