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BOOK 8568 PAGE 302

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

OCT 29 PM 3:49

JOANNE ROCHA DISSLER,
817 West Dougls Avenue
Nashville, Tennessee 37206

Plaintiff,

vs.

DANIEL WAYNE DISSLER, SR.,
4701 Lebanon Road, Apt. D-138
Hermitage, Tennessee 37076

Defendant.

NO. 89D-569

072-13-0
280.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 17th day of October, 1990, before the Honorable Thomas H. Ware, Special Judge, upon the original Complaint for Absolute Divorce, personal service of process on the defendant, the parties having entered into a notarized Marital Dissolution Agreement, the sworn testimony of the plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the custody and maintenance of the minor child, Mellisa Daniele Dissler, and for the equitable settlement of any property rights between the parties. The minor child, Daniel Wayne Dissler, Jr., is in the custody of the Department of Human Services and within the jurisdiction of the Juvenile Court of Davidson County.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, Joanne Rocha Dissler, be and is hereby awarded an absolute divorce from the defendant, Daniel Wayne Dissler, Sr., and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated herein as follows:

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1990 OCT 29 AM 9:40

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

JOANNE ROCHA DISSLER)
)
vs.) No. 89D-569
)
DANIEL WAYNE DISSLER, SR.)

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between JOANNE ROCHA DISSLER, hereinafter called "Wife," and DANIEL WAYNE DISSLER, SR., hereinafter called "Husband," subject to the following premises, terms, and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife instituted divorce proceedings against the Husband on the 14th day of February 1989, same being Civil Action Number 89D-369 in the Probate Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, 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 irrespective of whether a divorce is finally concluded between the parties.

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. Wife shall have and retain the sole care, custody, and control of the parties' minor daughter, Mellisa Daniele Dissler (8/29/80). The parties' minor son, Daniel Wayne Dissler, Jr., (5/9/73) is in the custody of the Department of Human Services and disposition of his custody is within the jurisdiction of the Juvenile Court of Davidson County.

2. Husband shall have the right to visitation with the minor daughter every other Saturday and Sunday from 9:00 A.M. until 9:00 P.M., except no overnight visits.

3. The Husband states under oath to the Court that he has a net income of $200 per week. Based on this it is agreed that Husband shall pay the Wife as child support $42.00 per week plus an additional $3.46 per week until an arrearage of $567.82 (as of October 17, 1990) is retired.

4. The addresses of the parties are as follows:

Joanne Rocha Dissler
817 West Douglas Avenue
Nashville, TN 37206

Daniel Wayne Dissler, Sr.
4701 Lebanon Road, Apt. D-138
Hermitage, TN 37076

5. It is agreed that the Wife is maintaining hospitalization and major medical insurance for the minor children at a cost of $59.08 every two weeks. Husband shall

reimburse Wife for this coverage at the rate of $29.54 per week. Thus Husband's total payment to Wife for current child support, arrearage retirement, and insurance is $75.00 per week, effective immediately. It is further agreed that any cost, including major medical deductibles, not covered by insurance, shall be paid equally by the Husband and Wife.

6. The parties have heretofore divided their personal property between themselves. All furniture, furnishings, and personal effects presently in possession of the Wife shall be her sole and separate property. All furniture, furnishings, and personal effects in the possession of the Husband shall be his sole and separate property.

7. It is agreed that Husband shall pay the General Hospital bill of $100.00 and hold Wife harmless on the same; and Husband shall pay to Wife $327.00 for a payment to Fleet Funding Mortgage Company, one-half to be paid by November 15, 1990, and one-half to be paid by December 15, 1990. Wife shall be responsible for the balance of the payments to Fleet Funding Mortgage Company and to General Hospital and for the payments to Circuit City and shall hold Husband harmless in the same.

8. It is agreed that the parties shall keep their respective checking accounts and/or savings accounts.

9. It is agreed that the house and lot titled in the parties' name shall be vested solely in Wife and Wife shall be responsible for the payment of the first and second

mortgage and shall hold Husband harmless on the same. Said property is located at 817 West Douglas Avenue, Nashville, Davidson County, Tennessee.

10. In January of 1989 Husband was operating a vehicle owned and titled to Wife and was involved in an automobile accident. The Husband will hold Wife harmless from any and all liability as a result of that accident and will indemnify Wife fully of any expense or costs she may incur as a result thereof.

11. It is agreed that any cost of court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

12. A permanent restraining order shall issue restraining and prohibiting the Husband from molesting, harassing, assaulting, threatening or harming the Wife in any manner whatsoever.

13. Further, a restraining order shall issue restraining and prohibiting the Husband from exposing the minor children to any unwholesome relationship between him and any girlfriend and/or female friend.

14. Further, a restraining order shall issue restraining and prohibiting the Wife from exposing the minor children to any unwholesome relationship between her and any boyfriend and/or male friend.

15. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that

may hereafter be entered in the Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

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

17. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the Final Decree.

18. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, 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, and this Agreement applies to all property now owned by Wife and Husband, or any property that either of them may acquire in the future.

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

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.

THIS AGREEMENT executed this 17th day of Oct., 19 90.

Joanne C. Dissler
JOANNE ROCHA DISSLER

Daniel Wayne Dissler
DANIEL WAYNE DISSLER, SR.

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Personally appeared before me, a Notary Public in and for said County and State, the within named JOANNE ROCHA DISSLER, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 17 day of October, 1990

NOTARY PUBLIC

My commission expires: Nov 10 1991

* * * * * * * * *

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Personally appeared before me, a Notary Public in and for said County and State, the within named DANIEL WAYNE DISSLER, SR., with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 16th day of October, 1990

NOTARY PUBLIC

My commission expires: 10/12/93

IT IS FURTHER ORDERED AND ADJUDGED that the child support payments shall not be modified or prorated except by order of the Court.

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause be and hereby are taxed to the defendant, for which execution shall issue if necessary.

ENTERED this 24th day of October, 1990.

SPECIAL JUDGE

APPROVED FOR ENTRY:

ASHLEY T. WILTSHIRE, JR., NO: 2525
LEGAL SERVICES OF MIDDLE TENNESSEE
211 Union Street, Suite 800
Nashville, Tennessee 37201
(615) 244-6610
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Final Decree of Divorce was mailed to Mr. Ronald L. Stone, attorney for defendant, 211 Printers Alley, Suite 502, Nashville, Tennessee 37201, this 18th day of October, 1990.

ASHLEY T. WILTSHIRE, JR.

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IDENTIFT REFERENCE

MAR 6 10 23 AM '92

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

MAIL EMV

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* 29th *day of* OCTOBER, *19* 90, *in Case Number* 89D-569 *between* JOANNE ROCHA DISSLER *Plaintiff, and* DANIEL WAYNE DISSLER, SR *Defendant, as same remains of record in Book* 57B, *Page* 1398 *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* 6th *day of* MARCH *in the year one thousand nine hundred and* ninety-two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Cartwright *D.C.*

Form #GR-117