1991/1617

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

1991 AUG 30 PM 2:48

BOOK 8747 PAGE 967

ROBERTO ANTONIA BRANCHIZIO,

Pf,

VS

VIKI MAMMINA BRANCHIZIO

Defendant,

CIVIL ACTION NUMBER

91D-1141

FINAL JUDGMENT

This cause came to be heard on August 30 ,1991, before the Honorable MURIEL ROBINSON RICE, Judge of the CIRCUIT Court of DAVIDSON County, Tennessee; upon the Complaint for Absolute Divorce. The Marital Dissolution and Child Custody Agreement having heretofore been filed in this matter so this can proceed upon irreconcilable differences; upon the statement of counsel, testimony of witnesses, [illegible] dissolution and child custody agreement and the entire record.

The Court finds from all of the evidence that the parties suffered and continue to suffer irreconcilable differences. The Court approves the Marital Dissolution and Child Custody Agreement and it shall become a part of the Final Judgment in this cause.

It is therefore ORDERED, that ROBERTO ANTONIO BRANCHIZIO is granted a divorce upon the grounds of irreconcilable differences.

It is further ORDERED that the Marital Dissolution and Child Custody Agreement, previously submitted to the Court is approved and ratified and shall become a part of the Final Judgment in this cause, in words and figures as follows:

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1991 AUG 30 PM 2 42

GEORGE L. ROLAND

IN THE FOURTH CIRCUIT COURT

FOR DAVIDSON COUNTY, TENNESSEE,

AT NASHVILLE

ROBERTO ANTONIO BRANCHIZIO }
Plaintiff }
SS# [redacted]-7233 }
VS. } CIVIL ACTION NUMBER
} 91D-1141
VIKI MAMMINA BRANCHIZIO, }
Defendant }
SS# [redacted]-8609 }

MARITAL DISSOLUTION AND CHILD CUSTODY AGREEMENT

THIS AGREEMENT, made and entered into this 4TH day of August, 1991, by and between ROBERTO ANTONIO BRANCHIZIO, hereinafter referred to as "Husband", and VIKI MAMMINA BRANCHIZIO, hereinafter referred to as "Wife", both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS the parties hereto were married on March 29, 1982, in Las Vegas, Nevada, and unto this marriage two children were born, namely:

1. Lee Robert Branchizio, born April 11, 1983, presently age 7 years.

2. Andre Jon Branchizio, born May 17, 1988, presently age 2 years.

hereinafter collectively referred to as the minor children, and;

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WHEREAS, the Husband has instituted divorce proceedings against the wife seeking an absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee, being Civil Action Number 91D-1141; and

WHEREAS, the parties are desirous of providing for the custody, maintenance and support of their said minor children; and

WHEREAS, the parties have acquired certain property and they desire to enter into an agreement respecting their rights, title and interest in such property; and

WHEREAS, the parties now desire to clarify, amplify and make more specific their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the wife and husband as follows;

ARTICLE I

SEPARATE RESIDENCES

1. Certain irreconcilable differences have arisen between the parties since their marriage, and they now live separate and apart from each other and neither shall harass nor interfere with the other in any manner or in any way.

2. It is, and shall be, lawful for the parties hereto at all times to live separate and apart from each other and to reside from time to time at such place or places as each of such parties may see fit and to contract, carry on and engage in any employment, business, or trade, which either may deem fit, free from control, restraint, or interference, direct or indirect, by

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the other in all respects as if such parties were sole and unmarried.

Neither party shall in any way molest, disturb, or trouble the other or interfere with the peace and comfort of the other or compel or seek to compel the other to associate, cohabit, or dwell with him or her by any means whatsoever.

ARTICLE II

CHILD CUSTODY

It is agreed between the parties that they shall have joint custody of the minor children during their minority, with physical custody being with the wife, ~~and the husband and wife shall jointly make all decisions concerning the the minor children.~~

RJJ VMB

ARTICLE III

VISITATION RIGHTS

1. It is agreed between the parties that the husband shall have rights of visitation with the minor children every weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m., one week during the Christmas holidays, every other major holiday, and for four (4) weeks during the summer vacation to conicide with husbannd's work schedule, and at other times as agreed by the parties.

2. The parties shall exert every reasonable effort to maintain free access and unhampered contact between the children and each of the parties, and to foster a feeling of affection between the children and the other party. Neither party shall do anything which may estrange the children from the other party or injure the children's opinion as to their mother or father or which may hamper the free and natural development of the children's love and respect for the other party.

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ARTICLE IV

CHILD SUPPORT

1. The husband agrees to pay as child support the sum of ($517.00) five hundred and seventeen dollars per month directly to the wife as child support. This conforms to the guidelines as established by the State of Tennessee. Payments of child support as herein provided and modified from time to time by court order, ~~s~~ support shall not be reduced or prorated without specific order of this Court.

2. Any and all Medical and Dental expenses incurred by the minor children not covered by insurance shall be divided equally between the parties.

ARTICLE V

INCOME TAX RETURNS

1. The parties agree that they shall each claim (1) child as the dependency exemptions for there respective income tax filings on all future income tax returns. The husband agrees to provide to the wife, and the wife agrees to provide to the husband with such documentation as may be required by the Internal Revenue Service to effectuate the claim for such dependency exemptions.

ARTICLE VI

DEBTS

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1. The parties agree that the marital debts of the marrigage have heretofore been divided, and each party shall be responsible for all debts incurred in each of their names, and shall hold the other party harmless from all liability of the aforesaid accounts.

2. Each party shall be responsible for any debts incurred by him or her which are not scheduled above and shall keep the other party free, harmless, and indemnified of and from any and all such debts.

3. Neither party will hereafter, incur or contract any debt, charge, or liability whatsoever for which the other party, his or her legal representatives or his or her property or estate may become liable and each party further covenants to keep the other party free, harmless, and indemnified of and fro any and all debts, charges, or liabilities hereafter contracted by him or her.

ARTICLE VII

PERSONAL PROPERTY

1. The persoanl property having heretofore already equitably divided, and each party having possession of said property.

ARTICLE VIII

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REAL PROPERTY

1. The parties presently own, as tenants by the

entirety, the real properties commonly known as: 2300 Cruzan Street, Nashville, Tennessee, and 1116 Battery Lane, Nashville, Tennessee, and shall be divide as follows:

a. The husband shall give the wife a Quit Claim deed granting all of his interest to said real property, known as 2300 Cruzan Street, Nashville, Tennessee, to wife with the signing of this agreement, more fully described as follows:

Land In Davidson County, Tennessee, being lot number 244 on the plan of Subdivision of Lot "A" in the Plan of Grandview Heights, of record in Book 161, Register's office for said County.

Said Lot No. 244 fronts 50 feet on the easterly margin of Cruzan Street and extends back between parallel lines, along the southerly margin of Longview Street, 150 feet to an alley.

Being the same property conveyed to Viki M. Branchizio by deed from Audrey D. Dever and Edna D. Pruitt being recorded simultaneously herewith.

THIS IS IMPROVED PROPERTY.

b. The wife shall give to the husband a Quit Claim Deed granting all of her interest to said real property, known as 1116 Battery Lane, Nashville, Tennessee to husband with the signing of this agreement, more fully described as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 28 and 29 on the Plan of Battery Park, as of record in Book 1130, page 103, Register's Office for said County, described as follows:

Beginning on the northerly margin of Battery Lane, at the corner of lots nos. 27 and 28; thence with said Lane, eastwardly 104 feet to a point 50 feet west of the southwest corner of Lot No. 29; Thence northeastwardly 296 feet, more or less, to the southerly line of Lot No. 17, at a point 50 feet east of the northwest corner of said Lot No. 29; thence with the southerly line of Lot Nos. 17, 18 and 19, westwardly 204 feet to the corner of Lot Nos. 27 and 28; thence with the line between said two lots, southwardly 281.4 feet to the beginnng.

Being the same property conveyed to the grantors herein by deed of even date being recorded simultaneouly herewith.

This deed of trust is given to secure payment fo a purchase money loan and is made simultaneously with the deed granting the subject property to the borrowers.

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c. Husband agrees to pay ($35,000.00) thirty five thousand dollars to wife for her equity in the above hous and real estate. Twenty thousand dollars ($20,000.00) of this is to be paid [illegible] approval and signing of this agreement, and the additional [illegible]sand dollars ($15,000.00) is to be paid to wife upon the sale of [illegible] house and real estate.

d. Each party hereby agrees to maintain insurance policies, mortgage payments and all expenses and liabilities thereof to above described properties and hold each other harmless and indemnify the other party from any liability thereon.

[illegible]
[illegible] Said Lot N[illegible]
[illegible]treet

ARTICLE IX

MUTUAL RELEASE AND DISCHARGE OF GENERAL CLAIMS

Subject to the provisions of this agreement, each party has remised, released, and forever discharged, and by these presents does for himself or herself, and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of and from all causes of action, claims, rights, or demands whatsoever, in law or in equity, which either of the parties hereto ever had, or now has, against the other, except any or all cause or causes of action for divorce separation, and any defenses either may have to any divorce or separation action now pending, or hereafter brought by the other.

ARTICLE X

FURTHER ASSURANCES

The husband and wife shall, at any and all times, upon request by the other party or his or her legal representatives,

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make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this agreement, [illegible] therefor.

[illegible] of the [illegible]

Each [illegible]

ARTICLE XI

LEGAL REPRESENTATION

The parties represent to each other that the husband has been represented by David E. Mead, Attorney, 4408 Lebanon Road, Hermitage, Tennessee, and the wife has had the opportunity to seek legal counsel but has declined to do so.

ARTICLE XII

FULL DISCLOSURE

Both the legal and practical effect of this agreement in each and every respect and the financial status of the parties is [illegible] understood by both parties, and they both acknowledge that it is a fair agreement and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other or by any other person or persons upon either.

ARTICLE XIII

MODIFICATION AND WAIVER

Neither this agreement nor any provision thereof shall be amended or modified or deemed amended or modified, except by an

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agreement in writing duly subscribed and acknowledged with the same formality as this agreement. It is further understood by the parties that after this agreement has been approved by a court and incorporated into a decree that it becomes the order of the court and may be changed only by a subsequent order of the court. Any waiver by either party of any provision of this agreement or any right or operation hereunder shall not be controlling, nor shall it prevent or estop such party from thereafter enforcing such provision, right, or option, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

ARTICLE XIV

GOVERNING LAW

All matters affecting the interpretation of this agreement and the rights of the parties hereto shall be governed by the laws of the State of Tennessee.

ARTICLE XV

SEPARABILITY

In case any provision of this agreement should be held to be contrary to, or invalid under, the laws of the State of Tennessee, such illegality or invalidity, shall not affect in any

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way any other provisions hereof, all of which shall continue, nevertheless, in full force and effect.

E XVI

RECONCILIATION

This agreement shall not be invalidated or otherwise affected by a reconciliation between the parties hereto, or a resumption of marital relations between them unless said reconciliation or said resumption be documented by a written statement, executed and acknowledged by the parties with respect to said reconciliation and resumption, setting forth that they are cancelling this agreement.

ARTICLE XVII

EFFECTIVE DATE

Except where otherwise provided for, the effective date of this agreement shall be deemed to be the date of the last signature hereto.

ARTICLE XVIII

INDEPENDENT COVENANTS

Each respective right and obligation of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

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ARTICLE XIX

ENTIRE UNDERSTANDING

ARTICLE

This agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warrants, covenants, or understandings other than those expressly set forth herein.

ARTICLE XX

COURT COSTS

The husband shall pay the costs of this cause.

ARTICLE XXI

CHANGE OF ADDRESS

The parties hereby agree that each will notify the other by certified mail of any change of address, and/or telephone number witnin five (5) days of such change and the present addresses of the parties are as follows: VIKI MAMMINA, 2300 Cruzan Street, Nashville, Tennessee, 37220; and ROBERTO BRANCHIZO, 1116 Battery Lane, Nashville, Tennessee 37220.

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ARTICLE XXII

MAIDEN NAME

It is the desire of the wife to return to her maiden name of "MAMMINA" as and for her legal name, to be made a part of the Final Decree for divorce.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands the day and year first above written, in Davidson County, Tennessee, and they acknowledge that the provisions of this agreement shall be binding upon their respective heirs, assigns, executors, and administrators.

Viki Mammina Branchizio Roberto Antonio Branchizio

VIKI MAMMINA BRANCHIZIO ROBERTO ANTONIO BRANCHIZIO

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Viki Mammina Branchizio

VIKI MAMMINA BRANCHIZIO

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, VIKI MAMMINA BRANCHIZIO, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 10 day of August, 1991.

NOTARY PUBLIC

My commission expires 9-23-93

Roberto A. Branchizio

ROBERTO ANTONIO BRANCHIZIO

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, ROBERTO ANTONIO BRANCHIZIO, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 10 day of August, 1991.

NOTARY PUBLIC

My commission expires 9-23-93

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It is further ORDERED that the Court finds the Marital Dissolution Agreement is a part of the Final Judgment in this cause.

The addresses of the parties are as follows:

ROBERTO ANTONIO BRANCHIZIO, 1116 Battery Lane, Nashville, Tennessee, 37220; VIKI MAMMINA BRANCHIZIO, 2300 Cruzan Street, [illegible]ville, Tennessee, 37220.

The costs of this cause shall be paid by the Plaintiff.

This the 20th day of Aug., 1991.

7329 10/05 0101 03CHECK 60.00

JUDGE

DAVID E. MEAD, S.C. 4080
ATTORNEY FOR Plaintiff
4408 Lebanon Road
Hermitage, Tennessee 37076 [illegible] and for said [illegible] acqua[illegible] and

MAIL ENV.

DAVIDSON COUNTY, TN
OCT 5 11 57 AM '92
IDENTIFICATION REFERENCE
51820

CERTIFICATE OF SERVICE

I, DAVID E. MEAD, Attorney for Plaintiff, hereby certify that a true and exact copy of the foregoing Final Judgment has been mailed, postage pre-paid, to: VIKI MAMMINA BRANCHIZIO, Defendant, at her address: 2300 Cruzan Street, Nashville, Tennessee 37220, this the 30 day of August, 1991.

DAVID E. MEAD, ATTORNEY FOR PLAINTIFF

I hereby certify that this is a true copy of original instrument filed in my office this 18 day of 11 19 91
GEORGE L. ROOKER Clerk
By Mary Bentley Deputy Clerk

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