IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

93 SEP 15 PM 4:30

D.C.

MARVIN E. MANN, JR.,

Plaintiff

vs.

BARBARA B. MANN,

Defendant

NO. 93D-860

FINAL DECREE

This cause came to be heard on the 15th day of September, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce filed by the plaintiff, Marvin E. Mann (hereinafter "husband"), marital dissolution agreement signed by both parties, testimony of the husband, statements of counsel and the entire record, from all of which the Court finds the allegations in husband's complaint are sustained by the proof, that there exists such irreconcilable differences between the parties as to entitle husband to an absolute divorce, that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of their minor children and for the equitable settlement of the property rights between them and the ninety (90) day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the husband, Marvin E. Mann, be and is hereby awarded an absolute divorce from the defendant, Barbara B. Mann (hereinafter "wife"), that he be restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties be hereby perpetually dissolved.

It is further **ORDERED** that the marital dissolution agreement executed by both parties and filed in this action be approved by the Court and that each and every portion of said agreement is hereby made the decree of the Court, as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARVIN E. MANN, JR.,	]	93 SEP 13 PM 4:33
	]	RICH... M. ... CLERK
Plaintiff	]	
	]	
vs.	]	NO. 93D-860 ... D.C.
	]	
BARBARA B. MANN,	]	
	]	
Defendant	]	

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between the plaintiff, Marvin E. Mann, Jr. (hereinafter "husband") and the defendant, Barbara B. Mann (hereinafter "wife") subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, the parties have experienced marital difficulties in the past, with the result that husband has instituted a divorce proceeding against wife, with the complaint for absolute divorce having been filed in the Fourth Circuit 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 amicably settle their differences with respect to all child custody rights and support obligations, spousal support obligations, property rights, the payment of debts and to enter into a contract for the equitable 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 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 hereby agrees as follows:

1.0 CUSTODY, CHILD SUPPORT AND VISITATION: The parties are the parents of two (2) minor children, Melanie Lynn Mann (DOB 6/26/75), and Kristen Lee Mann (DOB 12/27/79). The parties agree wife shall have the legal and physical custody of the minor children, with husband to have visitation with the children every Tuesday night, from after school, with the exact time to be agreed upon between the parties until 9:00 p.m., in addition to other reasonable visitation, at such times and upon such terms as the parties may agree upon from time to time.

1.1 Husband shall pay the sum of $1,550.00 per month, for the support and maintenance of the parties' two (2) minor children, to be paid directly to wife or mailed and postmarked to her on the 1st and 15th days of each month, in equal payments of $775.00 twice monthly, effective the entry of the final decree of divorce. Said child support is based on husband's present gross monthly salary from the state of Tennessee in the amount of $1,940.00 and his Veteran's Administration Disability Benefits in the amount of $2,926.00 monthly, totaling $4,866.00 per month gross and is in excess of the present child support guidelines. Said child support shall be paid through each child's eighteenth (18) birthday and until their graduation from their regular high school class or the class in which they are now a member graduates, whichever occurs later, with the exception that due to the learning disability of the parties' youngest minor child, Kristen Lee Mann, husband shall pay child support through the date of the child's actual graduation from high school. Said child support shall not be reduced or prorated upon the oldest minor child turning eighteen (18) years of age or graduating from high school, unless further ordered.

1.2 The parties affirmatively acknowledge and agree that no action by them will be effective to reduce child support after the due date of each payment and they further understand that court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of the agreement.

1.3 Husband shall maintain Champus medical insurance, through his military retirement benefits, or some equally acceptable insurance, on the parties' minor children, with the parties to be jointly and equally responsible for all reasonable

and necessary medical, hospital, dental, orthodontic, optical, including eyeglasses and contacts and all other health care expenses for the parties' minor children, in excess of or not covered by said medical insurance maintained by husband.

1.4 Husband shall maintain a life insurance policy on himself, in the amount of $100,000.00, with the minor children to be named as co-beneficiaries and wife to be named as trustee. Said life insurance shall be maintained for the ultimate benefit of the minor children in the case of the untimely death of husband and the proceeds from said life insurance shall be used exclusively for the basic necessities of the minor children, including education.

1.5 Husband shall claim the parties' oldest minor child, Melanie Lynn Mann (DOB 6/26/75), and wife shall claim the parties' youngest minor child, Kristen Lee Mann (DOB 12/27/79), as a dependents on their respective federal income tax returns, for all future tax years, beginning 1993. Wife shall sign all necessary forms with the Internal Revenue Service in order to allow husband to claim the parties' oldest minor child as a dependent on his tax return.

2.0 **REAL PROPERTY:** The parties are the owners of a home and lot located at 738 Gen. George Patton Road, Nashville, TN 37221, as tenants by the entirety, more fully described in book 7837, page 241 of the Register of Deeds' Office for Davidson County, Tennessee.

2.1 The parties agree that upon the entry of the final decree of divorce, the marital dissolution agreement, incorporated into the final decree of divorce, shall be recorded in the Register of Deeds' Office for Davidson County, Tennessee and the parties shall remain as co-owners of said real property, as tenants in common, with each to retain an undivided one-half interest in said real property.

2.2 Husband agrees to pay directly to wife the sum of $439.00 monthly, being one-half of the present mortgage owing on said real property to Union Planters National Bank, Memphis, TN, in the amount of $878.00 monthly. Husband shall additionally be responsible for one-half of the monthly condominium maintenance fee, presently $65.00 per month, on the aforementioned real property. Husband shall

pay said sums directly to wife or to be mailed and postmarked to her by the 5th day of each month, effective the date of the entry of the final decree of divorce.

2.3 The parties further agree that although they remain jointly liable on the mortgage owing on said real property to Union Planters National Bank, Memphis, Tennessee, wife shall be responsible for making the payment timely to said mortgage company on a monthly basis, in addition to taxes and insurance on said real property, provided husband complies timely with requirements of paragraph 2.2. Should husband fail to timely comply with the requirements of paragraph 2.2, husband shall be responsible for any late charges assessed by the mortgage company.

2.4 The parties further agree that as husband has moved from said real property prior to the execution of this agreement, he shall continue to reside at a residence elsewhere and wife shall continue to reside in said real property.

2.5 Wife shall be personally and individually responsible for all routine maintenance and upkeep on said real property and agrees to hold husband harmless for any liability related thereto. However, the parties shall be jointly and equally responsible for all single expenses for maintenance, upkeep, repairs or improvements exceeding $500.00 per single expenditure, with wife to give husband timely notice of any such expenses owing on said real property and husband to reimburse wife within a reasonable period of time, normally being 30 days, after said expenses are incurred.

2.6 The parties further agree that within one (1) year of their youngest minor child's graduation from high school, but not to exceed a total of ten (10) years from the date of the entry of the final decree of divorce, or immediately upon wife's remarriage, whichever occurs first, the parties shall place said real property on the market for sale with an agreed upon real estate agency, to be sold at the earliest possible opportunity for the highest agreed upon price. The parties shall equally divide the net equity realized from the sale of said real property, after the deduction of the mortgage owing on same, taxes, realtor's fees, closing costs and other expenses related to the marketing, sale and closing of said real estate transaction. In the alternative, within the same time frame, by mutual agreement, one party may elect

3.2 The parties further agree that all funds on deposit in any and all checking and/or savings accounts or other financial investments, of any kind maintained in the individual name of each party shall be and are hereby made the sole and separate property of the party in whose name each account is maintained, free and clear of any claim by the other party.

3.3 The parties further agree that all funds on deposit in any and all retirement and/or pension plans maintained individually or through their respective employers shall be and are hereby made the sole and separate property of the party in whose name each account or plan is maintained, free and clear from any claim by the other party.

3.4 The parties agree that they have, as of the date of the execution of this agreement, divided all articles of personal property, other than provided herein, including household furnishings and hereby ratify such division, acknowledging all property in the possession of either of them as of the date of this agreement is the sole and separate property of the party so possessing it.

4.0 **DEBTS AND OBLIGATIONS**: Husband shall be personally and individually responsible for the balance owing on wife's Sears credit card, in the amount of approximately $1,300.00, with husband to hold wife harmless for any liability related thereto, with husband to execute a transfer agreement on a form provided by Sears.

4.1 Husband shall be personally and individually responsible for the balance of the note owing to Lincoln County Bank, Fayetteville, TN, being a joint note, with the balance being approximately $10,845.00, with husband to hold wife harmless for any liability related thereto.

4.2 Wife shall be personally and individually responsible for the balance owing on the JC Penney credit card, in wife's name individually, with the balance being approximately $890.00 and wife to hold husband harmless for any liability related thereto.

4.3 The parties agree wife shall be partially responsible for the balance owing on the parties joint Visa credit card, in the amount of $700.00 and she shall make said payment directly to Visa within a reasonable period of time following the entry of the final decree of divorce. Husband shall be responsible for the remaining balance owing on said credit card, in the amount of approximately $2,200.00 after credit for wife's payment of $700.00 and husband to hold wife harmless for his portion of said debt.

4.4 Wife shall be personally and individually responsible for the balance owing to Dr. William Thetford, in the amount of approximately $180.00 and wife shall hold husband harmless for any liability related thereto.

4.5 Wife shall be personally and individually responsible for the tuition owing to David Lipscomb for their oldest minor child's senior year in high school, which shall occur during the 1993/1994 school year.

4.6 The parties agree that other than as aforementioned, each party shall be personally and individually responsible for the payment of all debts heretofore contracted for or incurred by either of them individually, either during the marriage or after the date of separation and each agrees to hold the other harmless for any liability related thereto.

4.7 The parties further 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.

4.8 The parties further agree that in the event a creditor makes a claim against the other party, which is upheld by a court of competent jurisdiction, to pay the debt for which the 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 expense incurred in defending the creditors claim, including reasonable attorney fees.

5.0 <u>INSURANCE</u>: The parties agree that each shall be personally and individually responsible for maintaining his or her major medical hospitalization

insurance. Each party shall be responsible for the payment of all of his or her medical costs and expenses which are uninsured or fall within the deductible limits under any insurance coverage and each shall hold the other harmless for any liability related thereto.

5.1 The parties further agree that neither of them shall have any obligation to maintain life insurance or pay the life insurance premium for the benefit of the other. Each party shall receive all right, title and interest in and to all life insurance policies on his or her life and any cash surrender value as his or her sole and separate property, free and clear from any claim by the other. Each party shall have the right to change the beneficiary under the life insurance policy maintained on his or her life, with the exception of husband's responsibility to maintain life insurance on himself, with the parties' minor children named as co-beneficiaries, as aforementioned in paragraph 1.4.

6.0 <u>TAX LIABILITY</u>: The parties further agree that beginning 1993 and all tax years thereafter, each party shall the right to file under the status they so choose with the IRS, depending on their marital status during any tax year and each party shall be entitled to receive the full tax refund for said tax year, free from any claims of the other or in the alternative, should there be any tax liability owing for said tax year, each party shall be personally and individually responsible for said tax liability and each shall hold the other harmless for any liability related thereto.

7.0 <u>NON-DISCHARGEABILITY OF DEBTS</u>: The parties agree that when one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or indemnity and to hold the other party harmless for any liability related thereto, said obligation shall be deemed to be a support obligation, pursuant to 11 U.S.C. § 523(5) which is not dischargeable in bankruptcy court as to the other party. The parties expressly agree they have discussed the support obligations and it is the express and specific intent of each party to create a support obligation through the assumption of certain debts, that the assumption of the debts has the actual effect of providing necessary support to insure the daily needs of the former spouse and the amount of the assumption of the debt is reasonable and

affordable by each party, and in particular, each party to assume responsibility for certain debts and obligations, as aforementioned in paragraphs 2.2, 4.0, 4.1, 4.2, 4.3.

8.0 ENFORCEMENT OF AGREEMENT: The parties agree that in the event it becomes reasonably necessary for either of them to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney fees incurred in procuring the action.

9.0 ATTORNEY FEES AND COURT COST: The parties agree that each shall be personally and individually responsible for their own respective attorney's fees relative to the negotiations and preparation of this agreement and pleadings in this divorce and husband to be responsible for the court costs of this proceeding.

It is understood and agreed between the parties this agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the court for ratification and incorporation into the final decree of divorce between the parties.

It is understood and agreed between the parties this agreement is intended to be a final settlement of all property 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 hereinafter acquire under the law of any jurisdiction with respect to 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 the right to act as the 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 may acquire in the future.

The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall

include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither of them shall receive any proceeds as a beneficiary of the other party from and after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereinafter executed designating the other as a beneficiary.

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

The parties acknowledge that there are no assets owned by either of them, either jointly or individually, and they have no interest in any assets, which are not reflected by the terms of this agreement. The parties warrant and represent they have made full disclosure to the other of all assets in which they have an interest.

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 it is being entered into voluntarily.

This agreement contains the entire understanding of the parties and there are no representations, warranties or promises other than those expressly set forth herein.

In the event any provision of this agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, said provisions being severable.

It is understood and agreed between the parties that as a 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.

MARVIN E. MANN, JR.

BARBARA B. MANN

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me _____, a notary public in and for said County and State, MARVIN E. MANN, JR., plaintiff in the foregoing divorce, with whom I am personally acquainted and who acknowledged that he executed the foregoing agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 10th day of July, 1993.

Notary Public

My Commission Expires: 1/25/97

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me _____, a notary public in and for said County and State, BARBARA B. MANN, defendant in the foregoing divorce, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purpose therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 19th day of August, 1993.

Notary Public

My Commission Expires: 3/26/94

The Court further finds that the parties' current addresses are as follows: Marvin E. Mann, 2008 Jackson Downs Blvd., Nashville, TN 37214; Barbara B. Mann, 738 Gen. George Patton Road, Nashville, TN 37221.

It is finally **ORDERED** that husband shall be responsible for the cost of these proceedings, for which execution may issue if necessary.

Entered this the 15th day of September, 1993.

JUDGE MURIEL ROBINSON RICE

APPROVED FOR ENTRY:

STEPHEN W. PATE #6758
Attorney for Husband
150 Second Avenue North
Suite 315
Nashville, TN 37201
(615) 256-5555

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing final decree was delivered to Robert C. Evans, attorney for wife, Suite 2200, 150 Fourth Avenue, North, Nashville, TN 37219-2494 on this the 15th day of September, 1993.

STEPHEN W. PATE

STATE OF TENNESSEE

I, **RICHARD R. 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 _15 day of _SEPTEMBER , 19 _93 , in the Case Number _93D860 between

_MANN, MARVIN E. JR. Plaintiff, and

_MANN, BARBARA B. Defendant,

as same remains of record in Book 2210 , Page _1330 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 _29 day of _SEPTEMBER in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By Mary W. Berkley
Deputy Clerk

93 SEP 29 PM 1:05
FELIX E. ALLEN REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

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IDENTIF. & REFERENCE

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED