150C/1730

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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERRI LANE PRICE FERRARI,

Plaintiff,

v. NO. 93D-2803

MARIO FERRARI,

Defendant.

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FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

61775

IDENTIF. & REFERENCE

FINAL DECREE

This cause came on to be heard on the 5th day of October, 1993, before the Honorable Marietta Shipley, Judge, upon the original Complaint for Absolute Divorce heretofore filed in this cause by **SHERRI LANE PRICE FERRARI**, Answer and Counter Complaint filed by **MARIO FERRARI**, subsequent agreement of the parties to withdraw the Answer and Counter Complaint and allow this matter to proceed upon a non-contested basis, submission to the Court of a written and signed Marital Dissolution Agreement, and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. 36-4-101(11). It is, therefore,

ORDERED AND ADJUDGED that the Answer and Counter Complaint heretofore filed in this cause by **MARIO FERRARI** is hereby dismissed.

It is further **ORDERED AND ADJUDGED** by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, **SHERRI LANE PRICE FERRARI**, is granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** that the Court affirmatively finds that the Marital Dissolution Agreement heretofore signed by the parties makes an equitable division of the marital assets and liabilities and the Court approves said agreement by copy of same verbatim as follows:

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Second Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **SHERRIE LANE PRICE FERRARI**, hereinafter referred to as "Wife" against **MARIO FERRARI**, hereinafter referred to as "Husband" under Docket No. 93D-2803, and

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WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) TRIAL: Wife shall proceed to Court to obtain a divorce upon the grounds of irreconcilable differences.

(5) MARITAL RESIDENCE: The parties own the marital residence located at 215 Burlington Place, Nashville, Davidson County, Tennessee as joint tenants by the entirety. All right, title and interest which Wife has in and to the aforementioned property shall be divested from her and the sole and exclusive ownership in and to said property shall be vested in Husband in fee simple and he shall assume any and all mortgage indebtedness thereon and hold Wife harmless from any responsibility therefrom. Wife shall have the exclusive right to occupy the marital residence at 215 Burlington Place until July 1, 1994. While

Wife is residing in the marital residence, Husband shall be responsible for the monthly mortgage payment and utility bills, and shall hold Wife harmless and indemnify her from any responsibility thereon. Should Husband desire to place the marital residence on the market for sale, the parties agree that it will not be listed until April 15, 1994 and Wife will cooperate with the showing of the house until such time as she vacates the premises. Wife will return the home to Husband in good repair, general wear and tear excepted. Husband will be responsible for reasonable maintenance and repair, including lawn care.

(6) BUSINESS INTEREST: Husband owns all outstanding and issued stock of the business known as Mario's, Inc. This restaurant was owned many years prior to the marriage of these parties. The parties agree that Husband shall retain his stockhold interest in Mario's, Inc., free and clear of any claims by Wife. Husband shall also retain ownership of any and all other business assets or interests which he presently owns. Husband shall hold Wife harmless from any and all indebtedness arising from Husband's business interest, including but not limited to, The Wild Boar which was sold this past year.

(7) BOATS: Husband shall be awarded the sole and exclusive ownership of the boat known as "Dolce Vita" and the cigarette boat, free and clear of any claims from Wife. Husband will hold Wife harmless and indemnify her from any indebtedness associated with either of these boats.

(3) MARITAL ESTATE: As a division of the marital estate, Wife shall be awarded a judgment against Husband in the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), said judgment to be due and payable SEVENTY-FIVE THOUSAND DOLLARS ($75,000) cash, lump sum, upon the date of the entry of the decree and the balance due and payable on the first anniversary date of the divorce decree or upon the sale of the marital residence whichever is the first to occur. This judgment will bear no interest so long as Husband makes the payment in a timely manner as prescribed herein. The parties acknowledge that this judgment is intended for the support of Wife as she is presently unemployed and without income. Wife shall be awarded a judgment lien against the marital residence at 215 Burlington Place until this judgment is paid in

full.

(9) LIFE INSURANCE: Husband shall maintain in full force and effect life insurance on his life in the sum of SEVENTY-FIVE THOUSAND DOLLARS ($75,000) until such time as the balance of the judgment as set forth in paragraph (8) has been paid in full. Husband will provide proof to Wife that this insurance is in full force and effect.

(10) AUTOMOBILE: Wife shall be awarded the sole and exclusive ownership of the 1989 Cadillac Allante' automobile free, clear and unencumbered. Husband will retain ownership of any vehicles in his possession.

(11) PERSONAL BELONGINGS: Each party will retain their furs, jewelry, clothing and ornaments of the person accumulated during the marriage, free and clear from any claim of the other party.

(12) BANK ACCOUNTS: Each party will retain their sole and separate bank accounts, free and clear from any claim of the other party.

(13) STOCKS, BONDS & BROKERAGE ACCOUNTS: Each party will retain their sole and separate stocks, bonds, certificates of deposit and brokerage accounts, free and clear from any claim of the other party.

(14) HOUSEHOLD FURNITURE & FURNISHINGS: Husband shall be awarded the household furniture and furnishings which he owned prior to the marriage as set forth in the attached Exhibit "A". All other household goods, furnishings and effects, located in the marital residence at 215 Burlington Place shall become the sole and exclusive property of Wife with the exception of the statue known as "Rape of the Sabines" and four statues which shall be awarded to Husband.

(15) HEALTH INSURANCE: Husband shall maintain in full force and effect health insurance coverage for the benefit of Wife for a period of twelve (12) months following the date of the entry of divorce decree.

(16) FEDERAL INCOME TAX: Husband shall hold Wife harmless and indemnify her from any responsibility or obligation arising from the filing of any joint Federal Income Tax returns during the marriage of these parties.

(17) DEBTS: Unless otherwise specified in this Agreement, each party will be responsible for their sole and separate debts and shall hold the other party harmless therefrom.

(18) OTHER PROPERTIES: Husband owns a condominium on West End Avenue in Nashville, Davidson County, Tennessee which was owned prior to the marriage. The parties have acquired a condominium in Panama City, Florida during the marriage. Husband shall cause to be prepared Quitclaim Deeds and Wife shall sign these deeds divesting her interest in and to both of these properties and vesting title in Husband. Husband shall assume any indebtedness thereon and shall hold Wife harmless from any responsibility thereon.

(19) ATTORNEY'S FEES: Husband shall pay Wife's attorney fees in the sum of FIVE THOUSAND DOLLARS ($5,000) upon date of entry of divorce decree.

(20) COURT COSTS: Husband shall pay all court costs associated with the divorce.

(21) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(22) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 U.S.C. § 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

(23) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her.

(24) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(25) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(26) COMPLETE DISCLOSURE: Each party has made a full and complete disclosure of his or her assets and liabilities.

(27) ESTATE WAIVER: It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and 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 each may have or hereafter 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 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(28) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

WITNESS OUR HANDS, this the 4 day of October, 1993, as to the Wife, and the 4 day of October, 1993, as to the Husband.

Sherrie Lane Price Ferrari
SHERRIE LANE PRICE FERRARI

MARIO FERRARI

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **SHERRIE LANE PRICE FERRARI**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 4th day of October, 1993.

NOTARY PUBLIC

My Commission Expires: 5/25/96

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **MARIO FERRARI**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 4 day of October, 1993.

NOTARY PUBLIC

My Commission Expires: 11-27-93

Sherrie Lane Price Ferrari v. Mario Ferrari
Second Circuit Court for Davidson County, Tennessee
Docket No. 93D-2803

EXHIBIT "A"
LIST OF PERSONAL PROPERTY TO BE RETURNED TO MARIO FERRARI

Mario's Closet:	Small chest of drawers
Bedroom (upstairs):	Two Italian Paintings Brass valet
Master Bedroom:	Small service bar Dresser Coffee table Oriental chest of drawers
Hallway:	Metal frame Italian painting
Living Room (upstairs):	Mario's desk Leather desk chair One painting of Napoleon Three paintings of ships Paintings of cities of Italy Two large leather chairs: (1) green (2) black Bronze figurines collected: (1) marble Dante bust (2) marble Minerva bust (3) bronze Dante (4) bronze Rape of Sabrina (5) Four Napoleon figurines Italian table which holds figurines Painting over fireplace (scene of Trieste) Painting of Italian countryside Behind desk, 2 occasional tables w/drawers Two green soldiers Three coin pictures (framed) One standing telephone Two carved tusks Four pastel colored prints Two wall statues Brass standing lamp
Dining Room:	Dining room table & 4 chairs The silver Silver trays Dining room china (except wedding presents) Capo-di-monte stand, vases and lamp Tapestry on wall Cork picture Wine stand w/Mario Ferrari plaque Mirror Credenza under wall tapestry

Miscellaneous:

Green lead lamp
Two silver lady figurines
Three silver jewelry boxes
Lamp on top of desk
Copper skillets
John Sigenthaler book collection
Silver water pitcher with wooden handle
VCR tapes
Five brass statues
Wooden stand
Big statue of David
Two Italian night stands from downstairs bedroom no. 1
One lamp
All family pictures
Crystal stand in bathroom
Two marble columns by the fireplace
Bronze "Thinker" statue
All of Mario's statues

It is further **ORDERED AND ADJUDGED** that the addresses of the parties are as follows:

Sherri Lane Price Ferrari 215 Burlington Place Nashville, Tennessee	Mario Ferrari 2005 Broadway Nashville, Tennessee

It is further **ORDERED AND ADJUDGED** that the costs of this cause are to be taxed against the Defendant, **MARIO FERRARI**, for all of which execution may issue if necessary.

Entered this the 5th of October, 1993.

Marilla M. Shoaf
JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

Robert L. Jackson

BY: **ROBERT L. JACKSON**
P.R. #2486
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

Jack Norman, Jr.

BY: **JACK NORMAN, JR.**
P.R. #2702
213 Third Avenue North
Nashville, Tennessee 37201
615/254-0656

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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 _SECOND Circuit Court for Davidson County, Tennessee, on the _05 day of _OCTOBER , 19 _93 , in the Case Number _93D2803 between _FERRARI, SHERRIE LANE PRICE Plaintiff, and _FERRARI, MARIO Defendant, as same remains of record in Book 150C , Page _1730 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 _15 day of _JUNE in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

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

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