IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

BOOK 9555 PG 883

MELODIE ANN FRANKEL >
7016 BONNALAKE DRIVE
HERMITAGE, TN 37076

Plaintiff,

vs. > NO. 94D-489

RICHARD JEROME FRANKEL
3131 STAFFORD DRIVE
NASHVILLE, TN 37214

Defendant. >

FILED REC
SUMNER CO. CHANCERY COURT
DEC 19 1994
CIVIL/DOMESTIC
BRENDA M. PACE, CLERK
BY: DEPUTY CLERK & MASTER

FINAL DECREE OF DIVORCE

This cause came on to be heard on December 19, 1994, before the Honorable Tom Gray, Chancellor of the Chancery Court for Sumner County, Tennessee; upon the Complaint of MELODIE ANN FRANKEL, for an absolute divorce upon the grounds pursuant to 36-4-129, and upon the testimony of the Plaintiff, statement of counsel in open Court, and the matter being taken as confessed, no Answer having been filed by the Defendant and upon the written notarized Marital Dissolution Agreement executed by the parties, and upon the entire record in this cause, from all of which the Court finds that the parties have both contributed to the breakdown of the marriage relationship, thereby entitling the parties to be declared divorced on said grounds; and Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the minor children of this marriage and for the equitable settlement of any property rights between the parties, and that said Agreement should be incorporated into the Final Decree of Divorce.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the parties, MELODIE ANN FRANKEL, and RICHARD JEROME FRANKEL, are hereby declared divorced, by absolute divorce, pursuant to T.C.A. 36-4-129, and the bonds of matrimony are forever dissolved.

It is further ORDERED, ADJUDGED and DECREED that the written notarized Marital Dissolution Agreement entered into and signed by the parties should be and the same is hereby incorporated into and made a part of this Final Decree of Divorce, by reference and attachment, as fully as if reproduced verbatim herein to wit:

20436
IDENTIFICATION REFERENCE
MAILENV.

BOOK 9555 PG 884

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

MELODIE ANN FRANKEL,)
)
Plaintiff)
)
vs.)
)
RICHARD JEROME FRANKEL,)
)
Defendant)

No. 94D-489

FILED X REC
SUMNER CO. CHANCERY COURT
NOV 09 1994
CIVIL/DOMESTIC DIV.
BRENDA M. PAGE, C & M
BY: DEPUTY CLERK & MASTER

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between MELODIE ANN FRANKEL, hereinafter referred to as "Wife", and RICHARD JEROME FRANKEL, hereinafter referred to as "Husband", subject to the following premises, terms, and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties resulting in a decision by the parties for the institution of divorce proceeding in the Chancery Court for Sumner 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 property rights and obligations for payments of debts, and obligation of support and rights to custody of the minor children 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.

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. Husband acknowledges and is aware that Wife will file a civil action for divorce against him in the Chancery Court of Sumner County, Tennessee, and that Wife intends to submit this Marital dissolution Agreement to the Court for its approval in said

divorce action. Husband further agrees that he will accept service of process by certified mail. Husband hereby waives further the filing of an answer to the Complaint for absolute divorce to be filed by Wife.

2. GROUNDS

Parties agree that both have contributed to the breakdown of the marriage, and are therefore entitled to be declared divorced, pursuant to Tennessee Code Annotated 36-4-129.

3. REAL PROPERTY

A. The parties own certain real property located at 7016 Bonnalake Drive, Hermitage, Davidson County, Tennessee, more specific described as:

> Land in Davidson County, Tennessee, being Lot No. 1025 on the Plan of Hermitage Hills, Section 10, as of record in Book 3600, Page 50, said Register's Office, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Richard J. Frankel and wife, Melodie A Frankel by deed from Alberto Muralles and wife, Amelia Muralles, of record in Deed Book 5794, page 659, Register of Deed's Office, Davidson County, Tennessee.
>
> Map _____, Group _____, Parcel _____

With all right, title, and interest in and to said property being hereby divested from the Parties as tenants-by-the-entirety and being vested solely in the Wife. Wife shall be responsible for and hold the Husband harmless on the mortgage to Glendale Mortgage Company.

4. PERSONAL PROPERTY

A. Husband shall retain the 1993 Mazda Protege automobile, as his sole and separate property, free from any claim of Wife. Husband shall be responsible for and hold the Wife harmless on any existing debt owed on this automobile.

B. Husband shall retain the 1981 Mazda GLC automobile, as his sole and separate property, free from any claim of Wife. Parties agree that it shall be titled in the daughter's name when she reaches majority.

C. Husband shall retain the 1993 Ford pickup truck as his sole and separate property, free from any claim of Wife. Parties agree that it shall be titled in the son's name when he reaches majority.

D. Wife shall retain the 1993 Chevy Lumina automobile, as her sole and separate property, free from any claim of Husband. Wife shall be responsible for and hold the Husband harmless on the lease payment.

E. The parties have divided the household goods and furnishings, with the exception of the dining room table, chairs and bench which shall be the property of the Husband. Wife agrees to keep at the marital residence until Wife replaces it or until Husband needs it.

F. The parties agree that each shall retain any bank accounts currently held in his/her own name.

G. Wife shall retain the parties' two mutual fund accounts at Third National Bank with an approximate total value of $8,811.00.

H. Husband shall retain the Connecticut Mutual Life Insurance policy #2990646, on his life with a cash value of approximately $4,025.12, as his sole and separate property, free from any claim of Wife. Husband shall also retain the Connecticut Mutual Life Insurance policy #4494521, on the Husband's life, with a cash value of $7,966.82. Parties agree that the children shall be named as beneficiaries of these policies, and shall remain as such until they graduate from college.

I. In order that the parties recieve assets in an equal value, the Wife shall pay the Husband the sum of $80.00 per month for 8 months, beginning in November, 1994.

5. INDEBTEDNESS

A. Each party shall be responsible for and hold the other harmless on the debt owing on any vehicle which he/she may own or lease.

B. Wife agrees to be responsible for and hold Husband harmless on the mortgage debt owing to Glendale Mortgage Company.

C. The parties also agree that each will be responsible for any indebtedness not mentioned herein, incurred in their own names, either during the marriage or since their separation, and to hold each other harmless from any liability thereon.

D. With respect to each party's liability 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 non-dischargeable debt under 11 U.S.C. Section 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 being set forth elsewhere in this Agreement.

6. CHILD CUSTODY & VISITATION

A. The parties shall share permanent joint custody of the parties' minor children, to wit: LYNDI MARIE FRANKEL, age 15 years, and MATTHEW JEROME FRANKEL, age 17 years, with the Mother as the primary custodial parent and with unlimited visitation to the Father.

B. Due to the advanced age of the minor children, the Father's visitation shall be determined by their desires.

C. Both parties are hereby restrained from exposing the children to overnight visits with unrelated members of the opposite sex.

7. CHILD SUPPORT

A. As child support payments, the Husband shall pay, directly to the Wife the sum of $627.00 per month. This is pursuant to the Tennessee Child Support Guidelines, based on the Husband's gross income of approximately $30,000.00.

B. THE PARTIES HEREBY ACKNOWLEDGE THAT NO ACTION TAKEN EITHER UNILATERALLY OR JOINTLY BY AGREEMENT BETWEEN THE PARTIES WILL BE EFFECTIVE TO REDUCE THE HEREINABOVE CHILD SUPPORT AFTER THE DUE DATE OF EACH PAYMENT, AND THEY UNDERSTAND THAT COURT APPROVAL MUST BE OBTAINED BEFORE THE HEREINABOVE CHILD SUPPORT CAN BE

REDUCED, UNLESS SUCH PAYMENTS ARE AUTOMATICALLY REDUCED OR TERMINATED UNDER THE TERMS OF THIS AGREEMENT.

C. Parties agree, that when the oldest child reaches 18 or graduates from high school, whichever occurs last, child support shall be reduced to 21% of Husband's income at that time and Husband agrees to furnish proof of his income to the Wife. Said support shall continue until such time as the youngest child reaches 18 years of age or graduates from high school.

D. Parties shall split equally all college related expenses for a Bachelor's degree, to be obtained within a 4 year period, for both children, including but not limited to tuition, books, fees, room and board. Should either or the children reside at home during college, then the Father shall contribute $200.00 per month to the Mother to defray living expenses. Parties agree to encourage the children to seek scholarships and financial aid and to aid in that process as necessary thereby minimizing the parental contribution. Parties further agree to discuss and agree upon the choice of colleges in advance.

8. INSURANCE

A. Until such time as the children graduate from college, or if the children are not in college, then until such time as the insurance company will no longer cover them, the Husband shall maintain the primary health insurance on the children, and the Wife shall maintain the secondary health insurance on the children. The parties shall split equally all present and future medical, dental, orthodontic, optometric and prescription expenses not covered by insurance.

B. Husband shall maintain his present life insurance policies with Connecticut Mutual Life Insurance Company, as previously set forth herein, naming all four of the parties' children as beneficiaries. Should Husband remarry before the two youngest children graduate from college, then he shall continue to name the two youngest as beneficiaries until such time as they graduate from college.

C. Husband agrees to maintain the personal liability

insurance coverage on the children's automobiles until they graduate from college, in that he benefits from the family rate. The children shall be responsible for reimbursement of the premiums; however, should they fail to meet this obligation, then the parties shall split equally the premium.

9. FEDERAL TAX RETURN

The parties shall file a joint tax return for the tax year 1994 and shall split equally any refund or, in the alternative, be equally responsible for one-half of the tax obligation. Thereafter, the wife shall be entitled to claim the children as dependents on her tax return annually.

10. LEGAL REPRESENTATION

A. Husband acknowledges that Wife is represented by Attorney Debrah K. Tormes, and that he is entitled to seek independent legal advice prior to execution of this agreement. Husband agrees to be responsible for one-half of Wife's attorney's fees and one-half of the court costs, payable before this matter can be set for a final hearing.

B. Any liquidated sums owed to and to be paid by one party to another (for example, property division or attorneys fees) shall be the order and judgment of the Court approving this Agreement, for which let execution issue if necessary.

It is the intent of this provision that for liquidated sums owed by one party to the other under this Agreement, the party to whom such sum is owed need not resort to further legal process (by way of contempt actions, etc.) to collect such sums, but may proceed directly to collect such sums by execution and garnishment.

11. In the event that it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action. Although this Agreement may divide the responsibility to pay joint debts between the parties,

each party nonetheless remains legally obligated to the creditor to pay a bill that is listed in both parties' names.

12. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property 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 laws of any jurisdiction with respect to the other or the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take under or against the will of the other, inheritance, descent or distribution, the right to act as personal representative of the other's estate, the right to receive any benefits from the others retirement, pension or profit sharing plan except as provided by the terms of this Agreement. This Agreement applies to all property now owned by either Husband or Wife, individually or jointly, or any property that either of them may acquire in the future.

13. Both parties agree to sign any and all deeds, titles, declarations, documents or instruments necessary or required to implement the terms of this Agreement or to carry out the full purpose or intent of this Agreement.

14. This Agreement shall be binding upon, and inure to the benefit, or, the parties hereto, their personal representative, heirs and assigns.

15. 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.

16. This Agreement contains the entire understanding of the parties. There are no representations, or warranties or promises other than those expressly set forth herein. Both parties acknowledge that in order for them to have reached a fair and equitable division of their property rights, it has been necessary that each party fully disclose to the other all the assets they own, either jointly or individually, the names of their creditors and the amounts they owe, and the existence of any mortages or liens on any of their assets. Each party warrants to the other fact they have made such a full disclosure and that each party has relied and is justified in relying on that disclosure.

17. In the event that any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

18. This Agreement may be altered, amended or canceled only by an instrument in writing signed by each of the parties and this requirement cannot be waived by oral agreement. Moreover, no waiver of any of the terms or provisions of this Agreement shall be valid unless such waiver is in writing.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the date indicated below.

November 05, 1994
DATE

Melodie Ann Frankel
MELODIE ANN FRANKEL

5 December 1994
DATE

Richard Jerome Frankel
RICHARD JEROME FRANKEL

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, MELODIE ANN FRANKEL, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me at Hendersonville, Tennessee, this 4th day of ~~October~~ Nov., 1994

NOTARY PUBLIC

My Commission Expires 12/23/95.

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, RICHARD JEROME FRANKEL, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me at Hendersonville, Tennessee, this 4th day of October, 1994.

NOTARY PUBLIC

My Commission Expires 12/23/95.

It is further ORDERED, ADJUDGED and DECREED that the cost of this cause is to be split equally between the parties.

ENTERED this 19 day of ~~September~~ December, 1994.

CHANCELLOR

APPROVED FOR ENTRY:

DEBRAH K. TORMES, #12019
Attorney for Plaintiff
505 East Main Street
Hendersonville, TN 37075
(615) 824-7163

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of this Final Decree of Divorce has been mailed to the Defendant, Richard Jerome Frankel, 3131 Stafford Drive, Nashville, Tennessee 37214 this 19th day of December, 1994.

DEBRAH K. TORMES

STATE OF TENNESSEE
SUMNER COUNTY

I, Brenda M. Pace, Clerk & Master of ... County, do hereby ... Final Decree of Divorce ... Book 489 ... Page ... Given under my ... and seal ... 19 ...

BRENDA M. PACE, Clerk & Master

By ... DC