IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
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RICHARD R. ROOT, CIR. CLERK

RIET VAN DER MEER,
Plaintiff,
vs.
WIEB VAN DER MEER,
Defendant.

No. 95D-1331

033-06-0-A
023.00 CO

FINAL DECREE

This cause came to be heard on the 29th day of August, 1995, before the Honorable Muriel Robinson, Judge, upon the complaint for absolute divorce filed by the Plaintiff, the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties which the Court finds makes a fair and equitable division of the parties' jointly owned property and the entire record in this cause. From all of which it appears to the Court that the Plaintiff should be awarded an absolute divorce from the Defendant upon the grounds of irreconcilable differences. It further appears to the Court that the current address of the Wife is 337 Solitude Circle, Goodlettsville, TN 37072; and that the current address of the Husband is 117 East 11th Avenue, Bowling Green, KY 42101.

IT IS THEREFORE ORDERED that the Plaintiff be and the Plaintiff hereby is awarded an absolute divorce from the Defendant upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOT, CLERK

RIET VAN DER MEER,

Plaintiff,

vs.

No. 95D-1331

WIEB VAN DER MEER,

Defendant.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Riet Van Der Meer, (hereinafter referred to as "Wife") and Wieb Van Der Meer, (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action No. 95D-1331 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 property rights, support obligations and obligations for payment of debts, 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 effected 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. The Wife shall proceed to trial and be granted a divorce against the Husband on the grounds of irreconcilable differences. Both parties shall be restored to all the rights and privileges of unmarried persons.

2. The parties shall be awarded joint legal custody of their minor child, Annemieke Rixt, born December 12, 1978, with the Wife being designated as the primary custodial parent. The Husband

will be entitled to receive copies of the child's report cards, academic progress reports, and medical records. He shall also be allowed to attend PTA meetings and parent-teacher conferences, and shall be allowed to have copies of the child's school pictures at his expense.

3. The Husband shall be awarded reasonable and liberal visitation with the minor child. ~~to be agreed upon by the parties.~~ RW

4. The Husband shall be required to pay to the Wife the sum of $585.00 per month as regular child support. Said sum is in conformance with the Child Support Guidelines and shall not be reduced or prorated, pending further orders of the Court. The parties affirmatively acknowledge that no action to reduce child support shall be effective beyond the due date of each payment, and they understand that court approval must be obtained before child support can be reduced. The child support obligation by Husband shall terminate upon the minor child obtaining the age of eighteen (18) or graduating from high school in her class, whichever occurs last.

5. Each party will be awarded the household furniture, furnishings and other personal property in their respective possession free and clear of any interest therein of the other party.

6. The Husband shall be awarded the Honda CRX vehicle in his possession free and clear of any interest therein of the Wife. The Wife shall be awarded the 1990 BMW and the Volvo vehicles in her possession and shall be solely responsible for all indebtedness thereon, holding the Husband harmless.

7. The Husband and the Wife's Netherlands retirement plans in their respective names shall be divided equally between the parties. Both parties shall immediately execute any and all documents necessary to accomplish the division thereof. The Wife shall be awarded her pension plan from Vanderbilt University, free and clear of any interest therein of the Husband. The Husband shall be awarded his pension plan from Western Kentucky University, free and clear of any interest therein of the Wife. Any pension

plan which the Husband may have through Southwestern Medical School and/or Oklahoma Medical Research Foundation shall be divided equally between the parties. The Husband shall be awarded his Tax Deferred Annuity Accounts with Valic and Aetna free and clear of any interest of the Wife. The parties shall execute any and all documents necessary in order to accomplish said division including the entry of a Qualified Domestic Relations Order dividing the pensions if necessary.

8. The Wife shall be awarded all right, title, and interest in and to the marital residence located at 337 Solitude Circle, Goodlettsville, Tennessee 37072, with the legal description as follows:

> Land in Davidson County, Tennessee, being Lot No. 95 on the Plan of Echo Hill Estates, Section Two, of record in Plat Book 6900, page 791, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.
>
> Being the same property conveyed to Weib Van Der Meer and wife, Riet Van Der Meer, of record in Book 8748, Page 407, Register's Office for Davidson County, Tennessee.

9. The Wife shall be solely responsible for payment of the first and second mortgages or any liens on the property, indemnifying and holding the Husband harmless. The Wife shall, as payment to the Husband for his equity therein, pay to the Husband the sum of $10,000.00, to be paid in two equal installments of $5,000.00 each, by January 31, 1996 and by January 31, 1997. The Husband shall be awarded a lien against the property until said amounts are paid in full.

10. The Husband shall maintain his life insurance through Western Kentucky University with death benefits in the amount of $58,000.00 with the Wife as sole beneficiary thereon until the parties' minor child has reached the age of 18 years and graduated from high school to secure payment of child support.

11. The Husband shall be solely responsible for payment of the VISA account, holding the Wife harmless thereon.

12. The Wife shall be solely responsible for payment of the Colonial Bank debt, holding the Husband harmless thereon.

13. The Wife shall maintain medical insurance coverage for the parties' minor child. The parties shall be equally responsible for payment of any medical, dental, or optical expenses incurred by the minor child not covered by insurance.

14. Each party shall be solely responsible for payment of their own attorney's fees.

15. The costs of this cause shall be divided equally between the parties.

16. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(5) which is not dischargeable in bankruptcy as to the other party.

17. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that 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 expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

18. In the event it becomes reasonably 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.

19. It is understood and agreed between the parties that 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.

20. 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.

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

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

23. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, of 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.

24. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

25. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid

provision shall not affect the other provisions of this Agreement, said provisions being severable.

26. It is understood and agreed between the parties that, as 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.

27. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

28. The parties agree that all alimony and/or child support or other payments which may be still owing by one party to the other at the time of his or her death shall continue beyond his or her death and shall be debts and obligations which shall be binding on and payable by his or her estate, heirs and executors as if he or she were still living.

29. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than that specifically set out herein. However, in the exception of the indebtedness specifically set out herein, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

RIET VAN DER MEER

WIEB VAN DER MEER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, Riet Van Der Meer, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this the 3rd day of August, 1995.

Dawn A. Garrison
NOTARY PUBLIC

My Commission Expires: 9-27-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, Wieb Van Der Meer, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this the 4th day of August, 1995.

Sarah Schmidt
NOTARY PUBLIC

My Commission Expires: 5/26/96

ENTERED this the 29th day of Aug., 1995.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

KATHRYN G. BRINTON (#10232)
Attorney for Plaintiff
43 Music Square West
Nashville, TN 37203
(615) 244-4270

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to Robert Todd Jackson, Suite 103, 214 2nd Avenue, North, Nashville, TN 37201, on this the 29th day of August, 1995.

KATHRYN G. BRINTON

STATE OF TENNESSEE

BOOK 9808 PG 708

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 _29 day of _AUGUST , 19 _95 , in the Case Number _95D1331 between _VAN DER MEER, RIET Plaintiff, and _VAN DER MEER, WIEB Defendant, as same remains of record in Book 247C , Page _1674 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 _11 day of _SEPTEMBER in the year one thousand nine hundred and _ninety-five and in the _220th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By Christy Allen
Deputy Clerk

SEAL

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IDENTIF. & REFERENCE

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FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

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