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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 OCT -3 PM 4:37

RICHARD R. ROOKER, CLERK

CHRISTOPHER JOSEPH HOHL,
Husband

VS.

LISA MARIE HOHL,
Wife.

NO. 95D-1686

FINAL DECREE OF DIVORCE

This cause came on to be heard on October 3, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Husband; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of any children of that marriage and for the equitable settlement of any property rights between the parties; testimony of the Husband; and the entire record in this cause. From all of which, it appears to the Court that the Husband should be awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that there should be no proration or reduction of support unless otherwise ordered by this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Husband be and hereby is awarded an absolute divorce from the Wife 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

CHRISTOPHER JOSEPH HOHL,
Husband

VS.

LISA MARIE HOHL,
Wife.

NO. 95D-1686

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between LISA MARIE HOHL (hereinafter referred to as "Wife") and CHRISTOPHER JOSEPH HOHL (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 Husband has instituted divorce proceedings against the Wife, same being Civil Action Number 95D-1686 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 Husband shall proceed to obtain a divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person.

2. The parties are the parents of two minor children, Christopher Robert Hohl, whose date of birth is June 15, 1988, and Samuel Joseph Hohl, whose date of birth is July 10, 1992. The parties agree that they shall share joint custody of said minor

children, with the Husband being designated as the primary custodian of the parties' son, Christopher, and the Wife being designated as the primary custodian of the parties' son, Samuel. The parties shall each have all reasonable rights of visitation with that minor child not in his or her primary custody, and the visitation shall be structured so that the children will be together during the visitation periods, it being the intent of the parties to keep these children together as much as possible. The parties further agree that they shall alternate holidays on an annual basis, and that appropriate extended summer visitation shall be provided for, with each party having both children with them at the time of their extended summer and holiday visitations. The parties acknowledge that this arrangement of split primary possession of the minor children is somewhat unusual, but both parties work high profile jobs, and both parties have the best interests of the children at heart and are actively involved in participating in their care, welfare, and upbringing. The Wife shall be allowed to claim Samuel as a dependent for federal income tax purposes, and the Husband shall be allowed to claim Christopher as a dependent for federal income tax purposes.

3. With regard to child support, the Husband has recently started a new job, and he is capable of earning and is expected to earn $48,000.00 per year. The Wife is currently employed earning $48,000.00 per year in her job at Nashville Electric Service. According to the Tennessee Child Support Guidelines, each party would be required to pay to the other for the support and maintenance of the one child in his or her respective possession child support in the amount of $614.00 per month, based on the parties' annual income of $48,000.00 each. However, since at this time the child support that each party would pay to the other would be an identical amount, the parties agree that they shall not exchange checks, and at this time, while the parties have equal earnings and earning capacities, no cash child support payments shall be paid directly by one party to the other. The parties understand that, at such time as either party's income increases, the other party may petition the Court for cash payments to be made

to him or her for the support of that child now in his or her possession.

As additional child support, the parties agree that they shall each be responsible for the payment of one-half of private school expenses for the minor children, which shall include tuition, fees, and books, and each party shall further be responsible for paying one-half of the daycare expenses for both children.

The parties agree that they shall provide each other with proof of their income on an annual basis, with each party providing the other copies of their W2 and 1099 statements on or before March 1 of each year.

The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that they 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 this Agreement.

4. The Wife shall maintain health insurance on the minor children, and the Husband agrees to reimburse her the cost of maintaining health insurance on these children through NES, and he shall do this each pay period. Any medical, dental, hospital, doctor, drug, optic, orthodontic, psychiatric, psychological, ophthamologic, or any other medical or dental related expense not covered by said insurance shall be divided equally between the Husband and the Wife.

5. The Husband shall be required to maintain a life insurance policy on his life in the amount of $100,000.00, with the minor children of parties designated as the sole beneficiaries thereon until the younger child reaches twenty-two years of age or graduates from college, whichever is the first to occur, at which time the policy shall revert to the Husband. The Wife shall be designated as the trustee for said children. In her capacity as trustee, the Wife shall be and hereby is authorized to use the insurance proceeds to fulfill the Husband's obligation for the children pursuant to this Marital Dissolution Agreement and to provide generally for their health, education and support. Any

funds remaining as such as the younger child reaches twenty-two years of age or graduates from college shall be paid to the children. The Wife shall be authorized to serve as trustee without bond and shall not be required to make annual accountings to this or any other court. The Husband shall provide the Wife with proof of the existence of said life insurance policy on an annual basis.

6. The parties are the joint owners of a house and lot located at 1308 Ravenna Court South, Antioch, Davidson County, Tennessee. The parties agree that the Husband shall receive all right, title and interest in and to said marital residence, with the Wife being divested of any interest she has therein and the same being reinvested in the Husband, and the Husband shall assume the outstanding indebtedness owed thereon, and he shall indemnify and hold the Wife harmless from repayment thereof. For the Wife's interest in and to said marital residence and for the inequity in the division of household furniture and furnishings that the Husband is receiving, the Husband shall pay directly to the Wife the sum of $15,015.00. Said sum of $15,015.00 shall be payable to the Wife at the rate of $327.00 per month for a period of five years, with said payments to commence on January 1, 1996, and interest to incur thereon at the rate of ten percent starting on October 1, 1995. The Wife shall execute and deliver to the Husband a Quitclaim Deed conveying her interest in and to said property to the Husband upon the entry of the Final Decree of Divorce in this cause.

7. As a further division of property in this cause, the parties agree that the Husband shall transfer from his Morgan Keegan IRA account to the Wife's Morgan Keegan IRA account the sum of $4,400.00, with the Husband retaining the balance in his Morgan Keegan IRA account after said transfer and the Wife retaining the balance in her Morgan Keegan IRA account after said transfer. Each party shall cooperate with the other in signing whatever documents are necessary to effectuate said transfer.

8. The Wife shall receive all right, title and interest in and to the 1993 Honda LX, and shall assume, pay and hold the Husband harmless for the lease thereon. The Husband agrees to

execute whatever documents are necessary to effectuate the transfer of same.

The Husband shall receive all right, title and interest in and to the 1991 Honda EX, and shall assume, pay and hold the Wife harmless on the encumbrance thereon to NE Credit Union in the amount of $352.00 per month. This amount is withheld from the Wife's check, and the Husband shall reimburse her the amount withheld from her check each pay period (2 times per month) until such time as the debt is transferred to the Husband's name. The Wife agrees to execute whatever documents are necessary to effectuate the transfer of same. Each party shall use his or her best efforts to have the debt placed in the Husband's name.

9. All items of personal property, household goods, furniture, fixtures and appliances have been divided to the satisfaction of both parties (subject to paragraph six above).

The parties have heretofore divided all items of personal property, household goods, furniture, fixtures and appliances owned by them jointly or severally during the course of their marriage. All such property presently in the possession and control of each party shall continue to be that party's property, without any right, claim or demand on the part of the other party.

10. The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

11. The parties agree that the time share at Fairfield Glade shall be owned by them as tenants-in-common, with each party owning an undivided one-half interest therein, and each party shall pay one-half of any taxes, assessments and other expenses in connection with said time share.

12. The parties have incurred no marital debts other than those set out in this Agreement. Each party shall be solely responsible for the payment of any outstanding indebtedness in his or her respective name, and each shall indemnify and hold the other harmless from repayment thereof.

13. The parties agree that Michael Edwards, Attorney at Law, shall be paid a sum not to exceed $2,500.00 from the parties' joint

Morgan Keegan account for his services rendered to the Wife in this cause, and thereafter, the parties shall divide equally the funds remaining in said Morgan Keegan investment account.

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

15. 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(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

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

23. 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.

24. 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.

25. 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.

26. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, 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 debts 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.

Lisa Marie Hohl
LISA MARIE HOHL

Christopher Joseph Hohl
CHRISTOPHER JOSEPH HOHL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G Rice, a Notary Public in and for the aforesaid County and State, LISA MARIE HOHL, 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 25 day of September, 1995.

Pamela G Rice
NOTARY PUBLIC

My Comm. Expires: 11-22-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G Rice, a Notary Public in and for the aforesaid County and State, CHRISTOPHER JOSEPH HOHL, 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 22 day of September, 1995.

Pamela G Rice
NOTARY PUBLIC

My Comm. Expires: 11-22-97

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FELIX A. [illegible]
DAVIDSON COUNTY, TN.

It further appears to the Court that the current address of the Wife is 1308 Ravenna Court South, Antioch, Tennessee 37013; and the current address of the Husband is 1308 Ravenna Court South, Antioch, Tennessee 37013.

IT IS FURTHER ORDERED that there shall be no proration or reduction of support unless otherwise ordered by this Court.

IT IS FURTHER ORDERED that the costs of this cause shall be split equally between the parties.

Entered this 3rd day of Oct., 1995.

JUDGE

APPRCVED FOR ENTRY:

Rose Palermo (#3330)
Attorney for Husband
Post Office Box 121857
Nashville, TN 37212

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to Michael W. Edwards, Attorney for Wife, 177 East Main Street, Hendersonville, Tennessee 37075, on this 3 day of October, 1995.

Rose Palermo

BOOK 9849 PG 214

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 _03 day of _OCTOBER , 19 _95 , in the Case Number _95D1686 between _HOHL, CHRISTOPHER JOSEPH Plaintiff, and _HOHL, LISA MARIE Defendant, as same remains of record in book 2496 , Page _88 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 _31 day of _OCTOBER in the year one thousand nine hundred and _ninety-five and in the _220th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

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

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