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File Box 51-A

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

****

ELIZABETH S. DANAHER,

Plaintiff,

vs.

WILLIAM F. DANAHER,

Defendant.

No.: 23478

BOOK 9887 PG 360
FILED
ENTERED 9-29-95
BOOK 122 PAGE 462-469
JANICE W. JORDAN, Clerk & Master

COPY

FINAL DECREE

This cause came to be heard on the 29th day of September, 1995, before the Honorable Henry Denmark Bell, Chancellor, for Williamson County, Tennessee on the Complaint for Divorce, the submission of the Marital Dissolution Agreement for the Court's approval, the testimony of the Plaintiff, statement of Counsel for the Plaintiff, and upon the record as a whole, from which the Court finds that the parties have suffered irreconcilable differences;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, ELIZABETH S. DANAHER, is hereby awarded an Absolute Divorce from the Defendant, WILLIAM F. DANAHER, on the grounds of irreconcilable differences, T.C.A. Section 36-4-103(b), and she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties.

The Court hereby approves the Marital Dissolution Agreement and the same be and is hereby incorporated in the words and figures as follows:

IT IS FURTHER ORDERED, ADJUDGED, and DECREED, that all the provisions of the said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

STATE OF TENNESSEE
WILLIAMSON COUNTY
THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.
Beverly J. Smithson D.C.

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

AT FRANKLIN

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FILED 7-28-95
ENTERED @ 12:20 pm
FOLIO ____ PAGE ____
JANICE W. JORDAN, Clerk & Master

ELIZABETH S. DANAHER, Plaintiff,	)	
vs.	)	No. 23478
WILLIAM F. DANAHER, Defendant.	)	BOOK 9887 PG 361

MARITAL DISSOLUTION AGREEMENT

This **MARITAL DISSOLUTION AGREEMENT** entered into on the dates shown below by and between ELIZABETH S. DANAHER, hereinafter called "Wife", and WILLIAM F. DANAHER, hereinafter called "Husband."

WHEREAS, the parties are married, but a divorce is now pending them in the Chancery Court of Williamson County, Tennessee; and,

WHEREAS, the parties have been married since March 10, 1994, and there have not been any children born of this marriage; and,

WHEREAS, the parties have suffered certain "irreconcilable differences" of their marriage resulting in their marriage relationship becoming irretrievably broken with no apparent possibility of reconciliation and the parties are now living apart and intend to live apart the rest of their lives; and,

WHEREAS, the parties desire to enter into this Marital Dissolution Agreement, not out of levity or by collusion, but to amicably and finally settle their differences with respect to property rights, not only for now, but for the future, it being the intention that such contract will be effective with respect to all of their property irrespective of whether a divorce is finally concluded between the parties; and,

WHEREAS, the parties intend to tender this Agreement to the Court for its approval and ratification in the event a divorce is granted in this cause.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration,

the receipt of which is hereby acknowledged, the parties agree as follows:

1. **WAIVER:** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this Agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

2. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding and Agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein, and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The laws of the State of Tennessee shall govern this agreement in all respects.

3. **NON-COMPLIANCE:** Should either party incur any expense for legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

No breach, waiver, or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

4. **SEVERANCE:** Should the Court hold that any portion of this Agreement is invalid, the remainder shall be in full force and effect, and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

5. **VOLUNTARY EXECUTION:** Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as inducement to enter into this Agreement, other than the representations set forth herein.

6. **MODIFICATION:** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as waiver of any subsequent default of the same or similar nature.

7. **RESTRAINING PROVISIONS:** Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this Agreement. Each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she was single and unmarried.

8. **HOUSEHOLD AND EFFECTS:** All of the household goods, effects, and personal properties now in Wife's possession shall hereinafter become the sole and exclusive property of the Wife, free and clear from any further claim thereon by the Husband.

All of the household goods, effects and personal properties now in the possession of the Husband shall become the sole and exclusive property of the Husband, free and clear from any further claim by the Wife.

9. **DEBT:** **(a)** Except as otherwise provided, each party agrees that he or she shall be solely and separately responsible

for payment of debts hereafter contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties 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.

(b) 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 or all 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 other party the amount of any payment he or she makes, including interest and any expense incurred in defending the creditor's claim, including reasonable attorney's fees.

10. POSSESSION OF REAL PROPERTY: Upon the sale of the marital home, after all liens, mortgages, taxes, closing costs and commissions are paid, the remaining proceeds will be distributed in the following order:

(1) $20,365.00 to be paid to the Wife for her parents investment into the property.

(2) $16,000.00 to the Husband. If less than $16,000.00 remains, then that amount. This amount includes the $1,000.00 loan to Wife during marriage.

(3) If the proceeds exceed $36,365.00, the remaining proceeds will be divided equally between the parties.

11. BANK ACCOUNTS: That the Wife will be awarded all savings and checking accounts in her name as her sole property. That the Husband will be awarded all savings and checking accounts in his name as his sole property.

12. INCOME TAX: The parties further acknowledge and agree that they will seek independent tax advice and they have not been given tax advice by counsel. The parties agree that they will split the mortgage interest and real estate taxes for their 1995 income tax if they decide to file separately.

13. **FINAL AGREEMENT:** This Agreement, if and when approved by the Chancery Court of Williamson County, Tennessee, or any other Court of competent jurisdiction in Williamson County, Tennessee, shall be incorporated into any Final Decree of Divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement and adjudication of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might hereafter accrue to either in the future, except as otherwise herein provided. Specifically included in this Agreement are any and all claims for support, maintenance, alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the part or estate of the other.

THIS AGREEMENT is executed in triplicate, and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

IN WITNESS WHEREOF, the parties have set their signatures.

ELIZABETH S. DANAHER

WILLIAM F. DANAHER

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named ELIZABETH S. DANAHER, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Franklin, Tennessee, this the 26 day of July, 1995.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires MAR. 21, 1998

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named WILLIAM F. DANAHER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Franklin, Tennessee, this the 26 day of July, 1995.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires MAR. 21, 1998

It is FURTHER ORDERED, ADJUDGED, and DECREED, that the Wife be restored to her maiden name of ELIZABETH STONE.

The final cost of this cause will be paid equally by both parties, for which execution may issue if necessary.

This the 29th day of September, 1995.

JUDGE

9-25-95

BOOK 9887 PG 367

APPROVED FOR ENTRY:

JULIA E. STOVALL, #13067
Attorney for Defendant
408 Main Street
Franklin, TN 37064
(615) 790-3147

NOTICE OF ENTRY

The undersigned certifies that a copy of this Final Decree, signed by the Chancellor and dated for entry, has been mailed, postage prepaid, to Julia E. Stovall, Attorney for Plaintiff, at 408 Main Street, Franklin, Tennessee 37064, and to the Defendant, 3 Redbud Drive, Nashville, Tennessee 37215, on this the 29th day of September, 1995.

by: Kelly Kipps
CLERK AND MASTER
Janice W. Jordan

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 26th day of September, 1995, a true and correct copy of the foregoing was placed in the U.S. Mail, postage prepaid, addressed to William F. Danaher, 3 Redbud Drive, Nashville, Tennessee 37215.

JULIA E. STOVALL

0131654
IDENTIFICATION REFERENCE

95 DEC 13 PM 1:13
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

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