received
11-9-95 11:20 AM
CIRCUIT COURT

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

FILE BOX 45

COPY

| | | |
|---|---|---|
| JULIE-KAREL E. ALLMAN, Wife, | ) | |
| vs. | ) | No. 95481 |
| BRADLEY W. ALLMAN, Husband. | ) | |

BOOK 9961 PG 726

FILED 11/10 1995 11:45 AM
ENTERED BOOK ____ PAGE ____
JOE HERBERT ____ DP

## FINAL DECREE OF DIVORCE

This cause came to be heard on November 10, 1995, before the Honorable Donald P. Harris, Chancellor for the Chancery Court for Williamson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife; 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 equitable settlement of any property rights between the parties; and the entire record in this cause. From all of which, it appears to the court that the Wife should be awarded an absolute divorce from the Husband 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 IS, THEREFORE, ORDERED ADJUDGED AND DECREED that the Wife be and hereby is awarded an absolute divorce from the Husband 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 and the same is hereby approved and incorporated into this Final Decree of Divorce (See Attached Exhibit A).

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 Husband is responsible for payment of costs associated with this cause.

ENTERED this the 10TH day of NOVEMBER, 1995.

Donald P. Harris
Judge

APPROVED FOR ENTRY:

K. Thomas Sidwell (#11138)
Attorney for Wife
121 First Avenue South, Suite 200
Franklin, Tennessee 37064

I, Joe Herbert, Circuit Court Clerk, Williamson County, Tennessee, do hereby certify that a copy of this (judgment) (Final Decree of Divorce) has been mailed to R. Thomas Sidwell & Bradley W. Allman This 13th day of November, 95
Joan Herbert
Clerk

Certificate of Service

I hereby certify that a copy of the foregoing was mailed to Bradley W. Allman, pro se Husband, 328 Paragon Mills Road, Nashville, Tennessee 37211, on this the 1st day of NOVEMBER, 1995.

K. Thomas Sidwell

I, JOE HERBERT, CLERK OF CIRCUIT COURT, WILLIAMSON COUNTY DO HEREBY CERTIFY THE FOREGOING BE A TRUE AND PERFECT COPY OF THE MENT ON FILE IN THIS E Allman B Jun 369
IN TESTIMONY THEREOF, I AFFIXED THE SEAL OF THE COURT, AT OFFICE AT COURTHOUSE AT FRANKLIN.
THIS 23rd DAY OF February 19 96
Joan Herbert D.C. CLERK

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| JULIE-KAREL E. ALLMAN, | ) | BK 9961 PG 728 |
| Wife, | ) | |
| vs. | ) | No. 95481 |
| BRADLEY W. ALLMAN, | ) | FILED 8/16 19 95 1:20 PM |
| Husband. | ) | ENTERED BOOK ____ PAGE ____ |
| | | JOE HERBERT OK |

## MARITAL DISSOLUTION AGREEMENT

This Agreement, made and entered into by and between Julie-Karel E. Allman, hereinafter referred to as "Wife",and Bradley W. Allman, hereinafter referred to as "Husband".

## WITNESSETH

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship as husband and wife, and

WHEREAS, it is the desire of both parties to determine and settle their property rights and all other rights of whatever description existing between the parties growing out of their marital relationship, and

WHEREAS, this Agreement is made pursuant to the Tennessee Statute in regard to divorce on the grounds of irreconcilable differences.

NOW THEREFORE, said parties hereby for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereby agree as follows:

1. Spousal Support: Husband and Wife agree that there will be no spousal support paid to either spouse.

2. Life Insurance: Husband agrees to maintain life insurance on his own life for the benefit of Wife in the amount $10,000 so long as any outstanding joint indebtedness exists. Husband agrees to make provision in his will for Wife to inherit his bank accounts so long as any outstanding joint indebtedness exists.

3. Real Property: Wife agrees to quitclaim any and all interest she may have in the real property located at 4925 Hopedale Drive, Nashville, TN, 104 Kevin Court, Nashville,

TN, and 328 Paragon Mills Road, Nashville, TN. Husband shall refinance the Kevin Court and Paragon Mills Road properties within three (3) months from the date of this agreement. Wife shall retain the real property located at 7320 Weston Way, Nashville, TN and Husband shall retain the real property located at 7322 Weston Way, Nashville, TN. Wife shall receive Fifteen Thousand Dollars and No/100 ($15,000.00) from Husband on or before September 1, 1996. Husband shall be entitled to a one (1) year extension provided at least Seven Thousand Five Hundred Dollars and No/100 (7,500.00) has been received by Wife on or before September 1, 1996. Said indebtedness shall be secured by a deed of trust attached to the real property located at 7322 Weston Way, Nashville, TN in favor of K. Thomas Sidwell as Trustee for the benefit of Wife.

4. Personal Property: The parties have heretofore physically divided all household furnishings, personal property, and automobiles. The parties agree that all articles of household furnishings and personal property presently in the possession of the Wife shall be her sole and separate property, free of all claims of the Husband. The parties agree that all articles of household furnishings and personal property presently in the possession of the Husband shall be his sole and separate property, free of all claims of the Wife.

5. Debts: The parties state that they have agreed to the following disposition of the debts incurred during their marriage in the approximate amounts: Wife agrees to assume all liability for her credit cards and to hold Husband harmless for same. Husband agrees to assume all liability for his credit cards and to hold Wife harmless for same.

Husband and Wife agree to file a joint tax return for the year ending December 31, 1995. Husband shall be responsible for all taxes and penalties due to the Internal Revenue Service for the period ending December 31, 1995 and for any prior period of taxes and penalties from a joint return. Husband shall be entitled to any refund for any year a joint return was filed. The parties agree that neither shall contract any additional indebtedness on jointly held assets.

6. Bank Accounts. The parties have maintained separate bank accounts and agree that neither party shall have any claim to the other's account unless Husband has predeceased Wife and joint creditors seek redress against Wife for joint debts.

7. Court Costs: The Husband shall be responsible for Court costs and attorney fees incurred in this action. As well as costs and attorney's fees associated with the failure to

comply with any of the above provisions. BOOK 9961 PG 730

8. Releases and Miscellaneous Items. Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, releases and discharge the other of and from all causes of action, claims rights, and demands whatsoever, in law or equity, which either of the parties ever had or now has against the other except any or all causes of action for divorce.

The parties agree that Wife shall reclaim her maiden name, Julie-Karel Elkin, and each shall assume the status of a single individual.

Except as herein otherwise provided, each party may dispose of his or her own property in any way, and each party hereby waives or relinquishes any and all rights he or she may have to share in the property or the estate of the other as a result of the marital relationship.

The parties agree that they shall execute such documents as may be necessary to cause transfer or title of all personal and real property in accordance with this Agreement.

The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties, jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

The parties agree that this Agreement, subject to Court approval shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

The parties agree that the provisions contained in this Agreement provide the equitable settlement of the property rights of the parties, and it is executed as the free and voluntary act of each of the parties.

This instrument contains the entire agreement between the parties and may only be modified by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed and acknowledged this Agreement on the date set forth beside their respective names.



8/16/95
DATE

JULIE-KAREL E. ALLMAN

8-16-95
DATE

BRADLEY W. ALLMAN

STATE OF TENNESSEE )
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JULIE-KAREL E. ALLMAN, with whom I am personally acquainted, and acknowledged that she executed the foregoing instrument for the purposes therein contained, freely voluntarily and of her own free will.

Witness my hand and official seal at FRANKLIN, Tennessee this the 16 day of AUGUST, 1995.

Notary Public

NOTARY PUBLIC AT LARGE

My Commission Expires: 11/30/97

BK 9961 PG 732

STATE OF TENNESSEE )
COUNTY OF Williamson )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BRADLEY W. ALLMAN, with whom I am personally acquainted, and acknowledged that he executed the foregoing instrument for the purposes therein contained, freely voluntarily and of his own free will.

WITNESS my hand and official seal at FRANKLIN, Tennessee this the 16 day of AUGUST, 1995.

Notary Public

My Commission Expires: 11/30/97

NOTARY PUBLIC AT LARGE

0154814

IDENTIF. & REFERENCE

96 FEB 29 PM 12:23

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

2741 02/29 0101 03CHECK 28.00

369