IN THE CHANCERY COURT FOR CHEATHAM COUNTY AT
ASHLAND CITY, TENNESSEE

MICHAEL B. MUELLER,
Plaintiff,

vs.

Docket No. 8351

LYNDA B. MUELLER,
Defendant,

I CERTIFY THIS TO BE A TRUE COPY
11/96
C&M

FILED: 11-8-95 AT 12:30 pm
CLERK & MASTER

DIVORCE DECREE

This cause came to be heard on the 8th day of November, 1995, upon the complaint of the Plaintiff, the Marital Dissolution Agreement executed by the parties and previously filed with the Court, and the entire record in this cause from all which it appears to the Court that the allegations of the Plaintiff's complaint are true and fully sustained by the proof and that the parties have encountered irreconcilable differences in their marriage.

It further appears to the Court that the parties' written Marital Dissolution Agreement bearing the date of July 17, 1995, is fair and equitable in all respects and makes provision for division of all items of real and personal property accumulated by the parties during their marriage as well as for division of all other marital assets. It appears that the parties do not have any children born of this marriage.

ENTERED MINUTE BOOK 4-4
PAGE 338, 11-8, 1995

It further appears that the last known addresses for the Plaintiff and Defendant are as follows:

Michael B. Mueller 3928 Burrus Street Nashville, TN 37216-2433	Lynda B. Mueller 3928 Burrus Street Nashville, TN 37216-2433

It is therefore ORDERED AND DECREED by the Court that the bonds of matrimony subsisting between and Plaintiff and Defendant are absolutely and forever dissolved and that the Plaintiff is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the parties' written Marital Dissolution Agreement is approved and ratified by the Court and incorporated into this Decree of Divorce in its entirety as follows:

IN THE CHANCERY COURT FOR CHEATHAM COUNTY, TENNESSEE
AT ASHLAND CITY

MICHAEL B. MUELLER, [redacted]76-1867,	)	
Plaintiff,	)	
v.	)	Docket No.
LYNDA B. MUELLER, S.S. [redacted]-7746,	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, the Husband, Michael B. Mueller, has caused to be prepared a Divorce Complaint to be filed in the Chancery Court for Cheatham County, Tennessee, alleging that the parties have encountered irreconcilable differences in their marriage; and

WHEREAS, the Wife, Lynda B. Mueller, desires to enter into a written Marital Dissolution Agreement with the Plaintiff, thereby resolving all issues and controversy between them; and

WHEREAS, it is the desire of both of the parties to waive all questions with regard to jurisdiction and venue and to file their divorce proceeding in the Chancery Court for Cheatham County, Tennessee; and

WHEREAS, it is the specific desire of Lynda B. Mueller to waive service of process and enter an appearance before the Chancery Court for Cheatham County, Tennessee, in order to allow a divorce decree to be entered pursuant to the terms and conditions of this their written Marital Dissolution Agreement.

NOW, THEREFORE, the parties agree as follows:

1. That the Husband shall file a divorce action in the Chancery Court for Cheatham County, Tennessee, alleging irreconcilable differences.

2. That the Wife specifically waives service of process and enters an appearance before the Chancery Court for Cheatham County, Tennessee, and consents to the entry of a Decree of Divorce based upon the terms and conditions of this written Marital Dissolution Agreement.

3. It is agreed that both Michael B. Mueller and Lynda B. Mueller waive all questions with regard to venue and specifically request the Chancery Court for Cheatham County, Tennessee, to take jurisdiction over their marriage and this divorce proceeding.

4. It is agreed that no children have been born of the union of the parties.

5. The parties agree that all right, title and interest of the Wife, Lynda B. Mueller, in and to the real property located at 3829 Burrus Street, Nashville, Tennessee, is divested out of the Wife and vested in the Husband, Michael B. Mueller, as his separate property. The said Michael B. Mueller shall be obligated to pay any indebtedness that may be owing on said real property and shall hold the Wife harmless with regard to that debt.

Said real property is more specifically described as follows:

LAND in Davidson County, Tennessee, being Lot No. 55 and the northerly 27 feet of Lot 56, Subdivision of Maplewood Home Tract as recorded in Book 421, page 174, Register's Office for said County.

Said Lot No. 55 and part of Lot 45 front together 87 feet on the easterly margin of Burrus Street and extend back between lines, 225.4 feet on the northerly side lot line and 225 feet on the southerly side lot line, to a deed line in the rear measuring 95.9 feet thereon.

BEING part of the same property conveyed to W.H. DePriest and wife, Eunice DePriest by deed from City Realty Company, Inc., of record in Book 877, page 331, Register's Office for Davidson County, Tennessee. The said W.H. DePriest having predeceased the said Eunice DePriest.

THIS conveyance is subject to easements for sanitary sewer and/or storm drainage of record in Book 4044, page 614, said Register's Office.

6. It is agreed between the parties that the Wife is allowed to lease from the Husband the marital home, above described, for a rental payment of $200.00 per month with the first payment being due on August 1, 1995. It is agreed that she shall be allowed to lease this property on a month-to-month basis so long as the parties' dog, "Vandy" occupies the premises as its primary place of residence and so long as said dog is not maintained on artificial life support.

7. It is further agreed by the parties that all right, title and interest of the Wife in the 1988 Ford Bronco, Vehicle Identification No. 1FMCU14T3JuB47902, is divested out of the Wife and vested in the Husband. It is agreed that the Husband shall pay the indebtedness owed on said vehicle to TransSouth and shall hold the Wife harmless with regard to that debt.

8. The parties agree that the Husband shall pay to the Wife the sum of $10,000 as a lump sum payment representing all of her equity in the marital home, any equity that she may have concerning other property received by the Husband, full compensation for any interest the Wife may have developed in any retirement accounts owned and held by the Husband and as full settlement of all claims for alimony, spousal support, as well as division of property interest. Said amount shall be due and payable within sixty days of the entry of a decree of divorce in this cause.

9. The parties agree that each of the parties shall retain those items of personal property, including furniture items that were owned by them prior to their marriage and that the Wife shall retain any items of personal property accumulated by the parties during their marriage. It is specifically agreed, however, that the Husband shall retain absolute ownership of his boat and accessories.

10. It is agreed that the Husband shall maintain the Wife as a one-third beneficiary of all life insurance policies covering the life of the Husband until such time as the Husband may remarry. It is the specific intent of this paragraph that the Husband may terminate any life insurance interest of the Wife upon his remarriage.

11. The parties agree that the Husband shall pay the attorney fees and court costs incurred in the granting of this divorce pursuant to this Agreement.

12. The Wife shall be restored to her maiden name of Barrett.

13. The parties do hereby state and agree that this is their full and complete agreement and that there are no oral understandings not otherwise incorporated herein. The parties further represent to the Court that this Agreement is fair and equitable in all respects, make provision for division of all items of real and personal property accumulated by them during their marriage and makes provision for payment of or waiver of all property interest and alimony or support interest that either party may have against the other.

IN WITNESS WHEREOF, we have hereunto set our hands this the 17 day of July, 1995.

Michael B Mueller
MICHAEL B. MUELLER, HUSBAND

Lynda B. Mueller
LYNDA B. MUELLER

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared MICHAEL B. MUELLER, with whom I am personally acquainted and who has acknowledged that he has executed the foregoing document for the purposes therein contained.

Sworn to and subscribed before me this the 17 day of July, 1995.

Helen B. Kelley
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES
DEC. 8, 1997

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared LYNDA B. MUELLER, with whom I am personally acquainted and who has acknowledged that she has executed the foregoing document for the purposes therein contained.

Sworn to and subscribed before me this the 17 day of July, 1995.

Helen B. Kelley
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES
DEC. 8, 1997

It is further ORDERED that the costs of this cause are taxed to the husband for which let execution issue if necessary.

Entered this the 8 day of November, 1995

JUDGE

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing pleading has been mailed to Michael B. Mueller at his last known address of 3829 Burrus Street, Nashville, Tennessee 37216-2433, and to the Defendant, Linda B. Mueller, at her last known address of 3928 Burrus Street, Nashville, Tennessee 37216-2433, this the _____ day of November, 1995.

JERRY W. HAMLIN

0165465
IDENTIF. ↑ REFERENCE

96 MAR 29 PM 1:08
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV

96 03/29 3:01 03CHECK 24-00