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RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

CHERYL CARPENTER NIEMEYER,

Plaintiff,

VS.

CHRISTIAN BERNARD NIEMEYER,

Defendant.

Docket No. 95D-3358

BOOK 10098 PG 171

FINAL DECREE

This cause was heard on May 10, 1996, before the Honorable Muriel Robinson, Judge, upon Plaintiff's Complaint and Amended Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts and which provides that the Order of Reconciliation entered on January 19, 1996 shall be revoked; upon all of the pleadings; and upon the testimony of Plaintiff and the statements of counsel, from all of which the Court affirmatively found that the allegations of Plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written Agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; that Plaintiff's current residence address is 2601 Hillsboro Road, Q-5, Nashville, Tennessee 37212, and Defendant's current residence address is 771 Myhr Drive, Nashville, Tennessee 37221, and that the sixty-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

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RICHARD R. ROOKER, CLERK

CHERYL CARPENTER NIEMEYER,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	Docket No. 95D-3358
	)	
CHRISTIAN BERNARD NIEMEYER,	)	
	)	
Defendant.	)	

BOOK 10098 PG 172

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **CHERYL CARPENTER NIEMEYER** (hereinafter referred to as "Wife") and **CHRISTIAN BERNARD NIEMEYER** (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 Wife instituted divorce proceedings against Husband on November 7, 1995, same being Civil Action No. 95D-3358 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties have agreed that the Order of Reconciliation entered in this cause on January 19, 1996, should be forever dissolved and this marital dissolution agreement should be presented to the Court for approval; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, 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) **CONSIDERATION**: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE**: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) **TAX EXEMPT STATUS**: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

(4) **TRIAL**: Wife shall proceed to Court to obtain a divorce upon the grounds of irreconcilable differences.

(5) **BANK ACCOUNTS, RETIREMENT ACCOUNTS, MUTUAL FUNDS, STOCKS, BONDS OR OTHER SIMILAR PROPERTY:** Each party shall be awarded their respective bank accounts, retirement accounts, mutual funds, stocks, bonds or other similar property free and clear from any claim from the other party. The Wife hereby quitclaims and conveys to Husband any and all interest that she may have in his bank accounts, retirement accounts, mutual funds, stocks, bonds or other similar property. The Husband hereby quitclaims and conveys to Wife any and all interest that he may have in her bank accounts, retirement accounts, mutual funds, stocks, bonds or other similar property.

(6) **MARITAL RESIDENCE**: The marital residence located at 771 Myhr Drive, Nashville, Tennessee 37221 shall be awarded to Husband and Wife hereby quitclaims and conveys to Husband all of her right, title and interest in and to the real property at 771 Myhr Drive, Nashville, Tennessee 37221, more particularly described below:

> LAND in Davidson County, Tennessee, being Lot No. 311 on the plan of Harpeth Valley Park, Section 3, of record in Book 4175 page 15, Register's Office for said County.
>
> Said Lot No. 311 fronts 90.0 feet on the easterly margin of Myhr Drive and extends back 218.5 feet on the northerly line and 195.0 feet on the southerly line to a dead line in the rear, measuring 93.0 feet thereon.
>
> Being the same property conveyed to Christian Bernard

Niemeyer and wife, Cheryl Carpenter Niemeyer by quitclaim deed from Christian Bernard Niemeyer of record in Book 8991, Page 951, Register's Office of Davidson County, Tennessee.

Husband shall be solely responsible for paying the outstanding mortgage owed on the property to Deposit Guaranty Mortgage Company, P.O. Box 23091, Jackson, MS 39225-3091, Account Number 0008131233. Husband further agrees to hold Wife harmless from any liability for such debt.

(7) **RECREATIONAL PROPERTY**: The parties acknowledge that they have previously owned in their joint names a lake cabin located in Trigg County, Kentucky, which has been sold and the proceeds from the sale have been divided equally between the parties.

(8) **BOAT**: The parties are joint owners of a 1993 Sweetwater Pontoon boat. Husband agrees to purchase Wife's interest in said boat and to pay to her the sum of $450.00 upon execution of this agreement. Ownership of the boat shall be vested in Husband and he shall be solely responsible for paying the balance of the indebtedness owed thereon to Federal Savings Bank, P.O. Box 1350, Evansville, IN 47706, Account Number 4152142693. All right, title and interest that Wife may have in and to the boat shall be divested from her and reinvested in Husband in fee simple absolute. Husband shall hold Wife harmless from any liability for such debt.

(9) **MARITAL DEBTS**: The parties jointly owe the following other indebtednesses in addition to those already mentioned herein: American General, 5520 Old Hickory Boulevard, Hermitage, TN 37076, Account Number 0732 38434807, for improvements made to the marital residence; Academic Credit Line, Nations Bank, P.O. Box 17338, Baltimore, MD 21203, Account Number 7763 0900 0102 9613, for a student loan benefiting Husband's daughter. Husband agrees that he shall be solely and separately responsible for paying these debts and shall hold Wife harmless from any liability for such debts.

Husband further agrees he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him, in his name and shall hold Wife harmless from any liability for such debts.

Wife agrees she shall be solely and separately responsible for

paying all debts heretofore contracted for or incurred by her, in her name and shall hold Husband 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.

(10) **VEHICLES**: Ownership of the 1991 Honda Civic automobile is vested in Wife and she shall be solely responsible for paying any indebtedness owed thereon. All right, title and interest that Husband may have in and to the 1991 Honda Civic shall be divested from him and reinvested in Wife in fee simple absolute.

Ownership of the 1995 Nissan Quest automobile is vested in Husband and he shall be solely responsible for paying any indebtedness owed thereon. All right, title and interest that Wife may have in and to the 1995 Nissan Quest shall be divested from her and reinvested in Husband in fee simple absolute.

(11) **INSURANCE**: Each party shall be responsible for maintaining his or her own medical insurance and for paying his or her own uninsured medical and dental costs and expenses.

(12) **HOUSEHOLD FURNITURE AND FURNISHINGS**: The Wife hereby quitclaims and conveys to the Husband all her right title and interest in and to the Husband's property presently in his possession.

The Husband hereby quitclaims and conveys to the Wife all his right, title and interest in and to Wife's property presently in her possession.

(13) **REPRESENTATION AS TO ASSETS**: 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. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is

not discharged by the remaining terms of this Agreement.

(14) **COURT COSTS AND ATTORNEYS FEES**: The Husband acknowledges that he is not represented and his wife has been represented by Brenda Measells Dowdle. The Wife shall be responsible for the payment of her attorney's fees and shall pay the court costs.

(15) **ENFORCEMENT PROVISION**: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(16) **VOLUNTARY ACCEPTANCE**: Each party represents to the other and acknowledges 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.

(17) **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(18) **ESTATE WAIVER**: 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.

(19) **REVOCATION OF PRIOR INSTRUMENTS**: The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

(20) **ADDITIONAL INSTRUMENTS**: Both parties agree to willingly sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

(21) **BINDING AGREEMENT**: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

(22) **INVALIDITY**: 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.

(23) **AMENDMENT**: This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and with respect to spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

(24) **APPLICABLE LAW**: This Agreement shall be construed under the laws of the State of Tennessee.

(25) **NON-DISCHARGEABILITY**: Whenever either 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. Each party hereby affirmatively acknowledges that such support obligations are necessary to ensure that all needs of the spouse are satisfied and that all support obligations, when viewed as a whole, are neither excessive nor unreasonable, under traditional concepts of support, given the past and future ability of each party to produce income.

(26) **CREDITOR CLAIM(S)**: 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 the other party is 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.

(27) **WAIVER OF SERVICE OF PROCESS AND REVOCATION OF ORDER OF RECONCILIATION**: Pursuant to TCA § 36-4-103, the Husband hereby waives service of process and waives the filing of an answer to the complaint. Both the Husband and Wife agree that the Order of Reconciliation entered on January 19, 1996, shall be revoked and that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee, and submitted to the court for ratification and incorporation into the Final Decree of Divorce between the parties.

CHERYL CARPENTER NIEMEYER

CHRISTIAN BERNARD NIEMEYER

****

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **CHERYL CARPENTER NIEMEYER**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 26th day of April, 1996.

Della R. Shields
NOTARY PUBLIC

My Commission Expires: 3/21/98

****

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, **CHRISTIAN BERNARD NIEMEYER**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15TH day of APRIL, 1996.

John M. Dreher
NOTARY PUBLIC

My Commission Expires: July 25, 1998

It is further ORDERED, ADJUDGED AND DECREED that Plaintiff, **CHERYL CARPENTER NIEMEYER**, shall be, and is hereby, awarded an absolute divorce from Defendant, that 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.

It is further ORDERED, ADJUDGED AND DECREED that Plaintiff, **CHERYL CARPENTER NIEMEYER**, shall be, and is hereby, restored to her maiden name, **CHERYL ANN CARPENTER.**

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed to the Plaintiff, **CHERYL CARPENTER NIEMEYER.**

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 10th day of May, 1996.

Judge

APPROVED FOR ENTRY:

LASSITER, TIDWELL & HILDEBRAND

By: Brenda Measells Dowdle
Brenda Measells Dowdle, #7060
213 Fifth Avenue, North
Nashville, TN 37219
(615) 259-9344
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Final Decree has been sent by first class mail, postage prepaid, to Christian Bernard Niemeyer, 771 Myhr Drive, Nashville, TN 37221, on this the 10th day of May, 1996.

Brenda Measells Dowdle
BRENDA MEASELLS DOWDLE

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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 10 day of MAY , 19 96 , in the Case Number 95D3358 between NIEMEYER, CHERYL CARPENTER Plaintiff, and NIEMEYER, CHRISTIAN BERNARD Defendant, as same remains of record in Book 256C , Page 1999 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 25 day of JUNE in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk.

By Thomas C. White
Deputy Clerk

SEAL

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DAVIDSON COUNTY, TN.

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IDENTIFICATION REFERENCE