1630/1478

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
96 MAR 18 PM 2:06
RICHARD R. ROOKER, CLERK
D.C.

TANYA ROBERTA KENNER,	]	
	]	
Plaintiff,	]	
	]	
vs.	]	Docket No. ~~96D-362~~
	]	
MELVIN R. KENNER, JR.,	]	
	]	
Defendant.	]	

BOOK 10136 PG 973

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 18th day of April, 1996, before the Honorable Marietta M. Shipley, Judge for the Second Circuit Court for Davidson County, Tennessee, upon the original complaint for Absolute Divorce filed by Plaintiff, Tanya Roberta Kenner, and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties; service of process having been served on the Defendant by the Secretary of State for the State of Tennessee; the properly executed Marital Dissolution Agreement having been filed simultaneously with the Complaint for Divorce; and an Amended Marital Dissolution Agreement having been submitted with the Final Decree and Notice of Submission, and the entire record in this cause, from all of which, the Court is of the opinion and finds as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Tanya Roberta Kenner is hereby awarded an absolute divorce from the Defendant, Melvin R. Kenner, Jr., on the grounds of "Irreconcilable Differences" [T.C.A. 36-4-101(11)] and the bonds of matrimony heretofore existing between Tanya Roberta Kenner and Melvin R. Kenner, Jr. be and the same are hereby forever and perpetually dissolved and the parties are restored with all the rights and privileges of unmarried persons.

FURTHER, THE COURT affirmatively finds that the parties have entered into a written, properly executed Marital Dissolution Agreement and Amended Marital Dissolution Agreement; and have made an equitable settlement of all property rights between the parties and further, said Marital Dissolution Agreement is more specifically in words and figures as follows:

SECOND CIRCUIT

BOOK 10136 PG 974

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

96 FEB -8 AM 8:54

RICHARD R. ROOKER, CLERK

TANYA ROBERTA KENNER)

Plaintiff)

vs.) Docket No. 96D-362

MELVIN R. KENNER, JR.)

Defendant.)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into this the _____ day of _____, 1996, by and between TANYA ROBERTA KENNER, hereinafter referred to as "Wife", and MELVIN R. KENNER, JR., hereinafter referred to as "Husband":

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being **TANYA ROBERTA KENNER** vs. **MELVIN R. KENNER, JR.**, bearing Docket No. 96D-362 pursuant to Tenn. Code Ann. Sec. 36-4-103(a)(2) and;

WHEREAS, the parties desire to agree upon and fix their rights and duties regarding their respective estates, and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement, adjustment, and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree and covenant as follows:

1. **SERVICE OF PROCESS**. The Defendant herein waives service of process and filing an answer in this cause.

2. **REAL PROPERTY**. The parties presently own real property as "tenants by the entirety" which is commonly known as 518 Owendale Drive, Antioch, TN, 37013. All right, title and interest in and to said real estate is hereby divested out of the husband, MELVIN R. KENNER, JR. and all right, title and interest in and to said real estate is hereby vested in the wife, TANYA R. KENNER, said real estate being more particularly described, to wit,:

> Land in Davidson County, Tennessee, being lot number 36B on the plan of Edge-o-Lake, Section 18-B, as of record in book 4885, Page 143, said register's to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to MELVIN R. KENNER, JR. and wife TANYA R. KENNER by deed from Colonial Homes, a partnership as of record in book 5146 Page 299 in the registrar's office for Davidson County, Tennessee.

The wife is solely responsible for the payment of all indebtedness on said real estate and shall hold the husband harmless therefrom and indemnify him for any losses therefore.

3. **DEBTS**. Each party is solely responsible for any debts in

his or her sole name except as heretofore set out and shall hold the other party harmless therefrom and indemnify him or her from any losses therefore.

4. **RETIREMENT**. Each party shall be the sole owner of his or her retirement exclusive of any claims of the other party.

5. **NO ALIMONY**. Wife and Husband claim no alimony, either pendente lite or permanent, and waive any claim they might have hereto in any divorce action between them upon approval of this agreement by the Court.

6. **COURT COSTS**. The wife shall be responsible for the payment of any Court costs in this cause.

7. **ATTORNEYS FEES**. Each party is responsible for his or her own Attorney Fees.

8. **PERSONAL PROPERTY**. Each party is hereby awarded the household furnishings, vehicles or personal property in his or her possession, exclusive of any claims of the other party.

9. **FULL KNOWLEDGE**. 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 to the extent and probable value of all property and estate of the parties jointly and personally. Each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise in and to all of the estate whether real, personal, tangible, 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.

10. **FINAL DECREE**. The parties agree this Marital Dissolution Agreement, subject to Court approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

11. **DISSIPATION OF PROPERTY**. The parties agree that they will not remove, sell, mortgage, or in any manner dissipate, or damage the real or personal property of the other party located in the homeplace or otherwise, either held jointly or severally, pending a final hearing for divorce.

12. **BANKRUPTCY**. With respect to each party's responsibility for payment of certain debts and liabilities and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation shall not be able to be discharged as a debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. The parties further agree that notwithstanding the fact that either party may subsequently be discharged under the Bankruptcy Code, that the Court in which this divorce action is heard, shall continue to have the power to enforce the terms and conditions of this agreement by such powers or means as the Court may deem necessary, and that for this reason, all questions pertaining to the enforcement of the terms and conditions of this agreement are reserved by the Court and continued under advisement by the Court for such further action as the Court may deem necessary.

13. **COOPERATION**. Each party, at the request of the other, will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

14. **BREACH AND WAIVER**. Should either party incur any expense or 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 agreement.

15. **SEVERABILITY**. Should any 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.

16. **REPRESENTATIONS**. Each party acknowledges that this agreement has been entered into of his or her volition with full knowledge and information including tax consequences. In some instances, it represented 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 an inducement to enter into this agreement other than the representations set forth herein.

17. **MODIFICATIONS**. 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 either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

18. **NO HARASSMENT**. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

19. **TAXES**. If in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, (and if so, to that extent), or out of a joint income deduction. Husband and Wife each represents and warrants to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct, and complete, and fully and accurately reflect the income and deductions of each party for those years.

20. **COURT APPROVAL**. Both parties understand and agree that this agreement and all of the matters and things contained therein shall at all times be interpreted in accordance with the laws of the State of Tennessee. Both parties further agree that in the event that either party should obtain a divorce from the other party, that this agreement will be submitted to the Court hearing the divorce, and with the request that the agreement be approved and ratified by the Court, and made a part of the Final Decree of divorce as may be awarded to either party.

21. **FULL AND FINAL SETTLEMENT**. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, choate 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.

22. **T.C.A. 36-5-101 (h)**. Pursuant to T.C.A. 36-5-101 (h)

both parties affirmatively acknowledge that no action by the parties will be effective to reduce child support [or any support ordered under this agreement] after the due date of such payment, and that they understand that court approval must be obtained before child support, [or other support] in the event any is ordered, may be reduced, unless such payments are automatically reduced or terminated under the terms of this agreement.

23. **TAX ADVICE**. Both parties understand and acknowledge that Dick Clark, Attorney has given no advice to them concerning any tax consequences, liabilities or benefits which may occur as a result of this agreement.

24. **LEGAL REPRESENTATION**. Further, the Defendant specifically understands and agrees that Dick Clark, Attorney represents the Plaintiff in this action and has given the Defendant no advice upon which the Defendant has relied and in fact has requested the Defendant to seek legal advice of their own if they so choose.

25. **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 law of the State of Tennessee shall govern this agreement in all respects.

IN WITNESS WHEREOF, the parties hereto set their signatures on the 30th day of January, 1996.

Tanya Roberta Kenner
TANYA ROBERTA KENNER

Melvin R. Kenner, Jr.
MELVIN R. KENNER, JR.

BOOK 10136 PG 978

FILED
96 APR 16 PM 2:58
RICHARD R. ROOT

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TANYA ROBERTA KENNER,]
]
Plaintiff,]
]
vs.] Docket No. 96D-362
]
MELVIN R. KENNER, JR.,]
]
Defendant.]

AMENDED MARITAL DISSOLUTION AGREEMENT

Comes the parties hereto and having heretofore entered into a Marital Dissolution Agreement dated the 30th day of January 1996 and that they hereby ratify and affirm all of the parts, provisions and conditions of said Marital Dissolution Agreement and incorporate the same herein by reference as fully and completely as if copied herein and would amend said Marital Dissolution Agreement by adding a new number and in the following language, to wit:

26. NAME. That the Wife is hereby restored and awarded her maiden name of "Gregory" and a former married name of "Bowler" and she shall hereafter be known as Tanya Gregory Bowler and shall be entitled to all the legal rights, usages and privileges of said name.

IN WITNESS WHEREOF, the parties here set their signatures on the 26th day of March, 1996.

Tanya Roberta Kenner
TANYA ROBERTA KENNER

Melvin R. Kenner, Jr.
MELVIN R. KENNER, JR.

* *

STATE OF TEXAS)

COUNTY OF Dallas)

Personally appeared before me, the undersigned, a Notary Public for said County and State, **MELVIN R. KENNER, JR.**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 30th day of March 1996.

COLLENE LINEBARGER
MY COMMISSION EXPIRES
October 27, 1996

Collene Linebarger
NOTARY PUBLIC

My Commission Expires: 10-27-96

* *

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for said County and State, **TANYA ROBERTA KENNER**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 26 day of March 1996.

Richard R Cunt
NOTARY PUBLIC

My Commission Expires: 5/6/96

* *

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for said County and State, **TANYA ROBERTA KENNER**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 30th day of January, 1996.

Joan Campbell Haines
NOTARY PUBLIC

My Commission Expires: Jan. 20, 1999

* *

STATE OF TEXAS)

COUNTY OF Kaufman)

Personally appeared before me, the undersigned, a Notary Public for said County and State, **MELVIN R. KENNER, JR.**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 18th day of Jan, 1996.

COLLENE LINEBARGER
MY COMMISSION EXPIRES
October 27, 1996

Collene Linebarger
NOTARY PUBLIC

My Commission Expires: 10-27-96

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court that all parts and portions of the Marital Dissolution Agreement and Amended Marital Dissolution Agreement executed by the parties and incorporated herein are hereby approved by the Court and made the judgment hereof in all respects.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife agrees to pay the Court costs of this cause for which execution may issue if necessary.

The current name and address of the wife is:

TANYA ROBERTA KENNER
518 Owendale Drive
Antioch, Tennessee 37013

The current name and address of the Husband is:

MELVIN R. KENNER, JR.
P.O. Box 154374
Irving, Texas 75015-4374

ENTERED this 18 day of April, 1996.

HONORABLE MARIETTA M. SHIPLEY
JUDGE

APPROVED FOR ENTRY;

Dick Clark
Attorney for Wife
Suite 112
3354 Perimeter Hill Drive
Nashville, Tennessee 37211
(615) 834-3066
Registration No. 2892

CERTIFICATE OF SERVICE

I, Dick Clark, certify that a true and exact copy of the foregoing FINAL DECREE, MARITAL DISSOLUTION AGREEMENT AND AMENDED MARITAL DISSOLUTION AGREEMENT was mailed to the Husband, Mr. Melvin R. Kenner, Jr., at P.O. Box 154374, Irving, Texas 75015-4374, and to the Wife, Tanya Roberta Gregory Kenner, 518 Owendale Drive, Antioch, TN 37013, this 5th day of April, 1996.

Dick Clark

BOOK 10136 PG 982

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 SECOND Circuit Court for Davidson County, Tennessee, on the 18 day of APRIL , 19 96 , in the Case Number 96D362 between KENNER, TANYA ROBERTA Plaintiff, and KENNER, MELVIN R. JR. Defendant, as same remains of record in Book 163C , Page 1478 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 MAY in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk

0208693

0208692
IDENTIF. ↑ REFERENCE

96 JUL 30 AM 9:54
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

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