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IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED
NOV - 7 1996 8:15 AM
MAHAILIAH HUGHES, CLERK
BY D.C.

CHRISTY ELAINE TRUDEAU	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No. 15751C**
	)	
CHRISTOPHER ROY TRUDEAU	)	
	)	
Defendant.	)	
	)	

FINAL DECREE OF DIVORCE

This matter came before the Court on November 7, 1996 before the Honorable Judge Thomas Goodall and it appearing to the Court that the parties have made settlement of their marital rights and responsibilities and that they desire entry of Decree of Divorce upon the grounds of Irreconcilable Differences with all other grounds for divorce withdrawn and;

It further appearing to the Court that the parties have duly executed a Marital Dissolution Agreement making adequate and sufficient provision within said Agreement for the equitable settlement of any and all property rights between the parties and that irreconcilable differences have arisen between the parties precluding continuation of this marriage;

It further appearing to the Court that in the Marital Dissolution Agreement the Husband, Christopher Roy Trudeau, specifically waives normal service of process and the filing of an Answer to this Complaint pursuant to T.C.A.§36-4-103 and further waives any objection to the jurisdiction of venue of the Circuit Court of Sumner County, Tennessee and further waives any rights and privileges which he may have or assert as an active member of the United States Armed Forces under the Soldiers and Sailors Civil Relief Act, as codified in 50 U.S.C. §520, et. seq.

IT IS THEREFORE ORDERED AND ADJUDGED that Irreconcilable Differences are found to have arisen between the parties precluding continuation of the marriage with the bonds of matrimony previously existing between them hereby

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IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

CHRISTY ELAINE TRUDEAU	)	
	)	
VS.	)	NO. 15751C
	)	
CHRISTOPHER ROY TRUDEAU	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between CHRISTY ELAINE TRUDEAU and CHRISTOPHER ROY TRUDEAU.

WHEREAS certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time to determine and settle their property rights, all rights of support and maintenance and alimony, all dower and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship.

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

I. Divorce

Each of the parties hereby acknowledges that a divorce action is presently pending under the above docket number in the Circuit Court of Sumner County, Tennessee.

The parties agree that the Wife shall proceed to obtain a divorce upon the grounds of Irreconcilable Differences upon submission of this comprehensive Marital Dissolution Agreement for approval by the Court and incorporation into the Final Decree of Divorce.

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II. Waiver of Service of Process and Venue

A. Pursuant to T.C.A. 36-4-103 the Husband, Christopher Roy Trudeau waives further service and waives filing an answer to this Complaint by entry into this Comprehensive Marital Dissolution Agreement specifically referencing the matter of Christy Elaine Trudeau vs. Christopher Roy Trudeau NO. 15751C in the Circuit Court for Sumner County, Tennessee at Gallatin.

B. The Husband, Christopher Roy Trudeau, further waives any objection to the jurisdiction and venue of the Circuit Court of Sumner County, Tennessee.

III. Division of Tangible Personal Property

A. The Wife shall retain and own the 1993 Saturn automobile, VIN #1G8ZK5577PZ284697, free and clear of any interest of the Husband which shall be divested from him and vested in the Wife.

B. The Husband shall retain and own the 1991 Ford Ranger automobile, VIN #1FTCR10A4MUE55482, free and clear of any interest of the Wife which shall be divested from her and vested in the Husband.

C. The Wife shall retain and own the cat Gracie.

D. The Husband shall retain and own the dog Salty.

E. With the exception of the parties' clothing and personal effects and of any property specifically provided for herein, all other tangible personal property, including household goods and furnishings, shall be retained and owned by that party in present possession of clothing and personal affects.

IV. Intangible Personal Property

A. The Wife shall retain and own, free of any interest of the Husband, the parties' Templeton Growth Mutual Fund Account #101-1930-597686.

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B. The Husband shall retain and own, free of any interest of the Wife, the Templeton Growth Mutual Fund Account #101-1890-051931.

C. Each party shall retain all bank accounts maintained by either party under his or her individual name including the Wife's checking account at the Bank of Goodlettsville.

V. Real Estate

The Wife shall retain and own, free and clear of any interest of the Husband, the condominium unit located at 111 Churchill Crossing in Madison, Tennessee which she owned and occupied prior to the parties' marriage with such property being more fully described as follows:

A certain condominium apartment in Davidson County, Tennessee, described as follows:

Unit 111, Building 1, on the Horizontal Property Regime of Churchill Crossing Condominiums as recorded in the Master Deed of record in Book 7792, Page 915, as amended in Book 7804, Page 616, which amends Lot 1, Churchill Crossing, in Plat Book 7900, Page 25, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Christy E. Brown (one and the same as Christy Trudeau), by deed from S.C. Realty, Inc., a Delaware Corporation, of record in Book 8642, Page 322, Register's Office for Davidson County, Tennessee.

All right title and interest in and to this real property shall be, upon entry of Divorce Decree, divested from the Husband, Christopher Roy Trudeau, and vested in the Wife, Christy Elaine Trudeau. The Wife shall be solely responsible for the mortgage indebtedness which encumbers this property and the Husband shall have no further responsibility for the cleaning or maintenance of the condominium unit.

VI. Responsibility for Debts

A. As is set forth above, the Wife shall be solely responsible for the

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mortgage debts which encumber the condominium unit at 111 Churchill Crossing, Madison, Tennessee and specifically for:

1. First mortgage loan owed to Collateral Mortgage Company in the approximate amount of Forty Six Thousand Dollars ($46,000).

2. Second mortgage loan owed to the Bank of Goodlettsville in the approximate amount of Nine Thousand Dollars ($9,000).

B. The Husband shall have sole responsibility for and shall hold the Wife harmless with respect to that loan owed to the Bank of Goodlettsville encumbering the 1991 Ford Ranger vehicle retained and owned by him with an approximate balance of Thirty Six Hundred Dollars $3,600.00.

C. The Wife shall have sole responsibility for, and shall hold the Husband harmless with the respect to the indebtedness of approximately Ten Thousand Dollars ($10,000) owed to the Bank of Goodlettsville secured by the 1993 Saturn automobile retained by her.

D. Each party shall have sole responsibility for any charge accounts or credit cards which are maintained in his or her individual names.

VII. Husband's Waiver of Soldiers and Sailors Civil Relief Act Rights and Privileges

In entering into this agreement, the Husband, Christopher Roy Trudeau, acknowledges that he is an active member of the Armed Forces of the United State of America. The Husband, of sound mind and understanding that he has certain rights and privileges as an active member of the United States Armed Forces, hereby elects to waive any and all rights and privileges he might otherwise assert under the Soldiers and Sailor's Civil Relief Act, as codified in 50 U.S.C .§520, et. seq.

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VIII. Additional Terms and Agreements

A. As transitional rehabilitive alimony the Husband will pay to the Wife Thirty Five Hundred Dollars ($3,500) in the form of five monthly installments of Three Hundred Dollars ($300.00) beginning August 1, 1996 with a lump sum of Two Thousand Dollars ($2,000) to be paid within 90 days of entry of Decree of Divorce in this case. The parties acknowledge that, under the circumstances of their property division and debt allocations, these payments will be necessary to provide for the living expenses of the Wife.

B. The Wife will cooperate with the Husband to maintain insurance on the 1991 Ford Ranger until entry of Final Decree of Divorce provided that the Husband shall pay over to the Wife that portion of the insurance charges attributed to the 1991 Ford Ranger.

C. The Husband shall pay over $200 to the Wife as contribution toward her attorney fee and expenses.

D. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of the Agreement.

E. The parties agree that if either of them is hereafter granted a divorce, either party may incorporate the present Agreement in the divorce decree to become enforceable by Order of the Court.

F. It is further agreed and understood that this Agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of the Husband from all other obligations to support his Wife and a discharge from all other claims arising out of their marital relations and that

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each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, right to act as administrator or executor of the other's estate and the Agreement applies to all property now owned by the Husband and Wife and any property that either of them may acquire in the future.

G. The Wife acknowledges that the provisions in this Agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the Husband from all such claims and demands except as provided in this instrument.

H. It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have read this instrument and have familiarized themselves with its contents and signed and executed this instrument on the 17th day of October, 1996 and the 7th day of November, 1996.

Christy Elaine Trudeau
CHRISTY ELAINE TRUDEAU

Christopher Roy Trudeau
CHRISTOPHER ROY TRUDEAU

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STATE OF TENNESSEE
COUNTY OF SUMNER

BE IT REMEMBERED that on this date, before the undersigned, a Notary Public in and for the said County and State, personally came the above named CHRISTY ELAINE TRUDEAU, who acknowledged and signing of the foregoing Marital Dissolution Agreement to be her voluntary act and deed for the use and purposes therein mentioned.

WITNESS my Hand and Official Seal this 7th day of November, 1996.

Sandra Harrett
NOTARY PUBLIC

My Commissioner Expires: 11-30-96

STATE OF TENNESSEE
COUNTY OF SUMNER

BE IT REMEMBERED that on this date, before the undersigned, a Notary Public in and for the said County and State, personally came the above named CHRISTOPHER ROY TRUDEAU, who acknowledged and signing of the foregoing Marital Dissolution Agreement to be her voluntary act and deed for the use and purposes therein mentioned.

WITNESS my Hand and Official Seal this 17th day of October, 1996.

NOTARY PUBLIC

My Commissioner Expires: 29 May 1997

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absolutely and perpetually dissolved.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement heretofore executed by the parties to this cause is ratified and that the same is hereby adopted and filed in all respects and incorporated in and made a part of this Decree, with the ownership of real and personal property and responsibility for debts decreed accordingly, as follows:

IT IS FURTHER ORDERED AND ADJUDGED that all outstanding court costs of this cause are assessed to the Wife, Christy Elaine Trudeau, for which execution may issue if necessary.

ENTERED this 7 day of November, 1996.

JUDGE THOMAS GOODALL

9735 11/08 0101 03CHECK 38.50

APPROVED FOR ENTRY:

PHILLIPS & INGRUM

BY: _____
JOHN R. PHILLIPS, JR., #4634
Attorney for Wife
117 East Main Street
Gallatin, TN 37066
(615) 452-8030

STATE OF TENNESSEE
SUMNER COUNTY
I, Circuit Court Clerk, do hereby certify that the foregoing is a true copy from the Final Decree on file of record in my office in the case of Trudeau vs. Trudeau
This the 7th day of November, 1996
MAHALIAH HUGHES, CIRCUIT COURT CLERK
By: _____ D.C.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been placed in the U.S. Mail, postage prepaid, to Christopher Roy Trudeau, HHD 129th Support Battalion (CORPS), Fort Campbell, KY 42223-5000 on this _____ day of November, 1996.

_____
JOHN R. PHILLIPS, JR.

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PICK-UP

96 NOV -8 AM 11:42
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE

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