2146/1188

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHERRY SANDERS DUCHAC

1993 FEB 17 PM 4:25

VS. NO. 92D 4250

STEVEN WAYNE DUCHAC

BOOK 10359 PG 119

FINAL DECREE

This cause came on to be heard on the 17th day of February, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, service of process having been made upon the defendant, statement of counsel and testimony of the plaintiff in open Court, and upon Motion to Amend the Statistical Sheet, with regard to the husband's first name to correct the spelling to Steven, and the entire record in this cause, where it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

IT IS, THEREFORE, ORDERED ADJUDGED AND DECREED that the plaintiff, Sherry Sanders Duchac, is granted an absolute divorce from the defendant, Steven Wayne Duchac, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Statistical Sheet be amended to reflect the correct spelling of the husband's first name, Steven.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement, heretofore executed by the parties is hereby adopted in its entirety as an order of this Court and more particularly set out as follows, to wit:

BOOK 10359 PG 120

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the 7th day of December, 1992, by and between SHERRY SANDERS DUCHAC, hereinafter called "wife", and STEVEN WAYNE DUCHAC, hereinafter called "husband":

W I T N E S S E T H

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable, with the result that SHERRY SANDERS DUCHAC, instituted divorce proceedings against STEVEN WAYNE DUCHAC, on December 9, 1992, same being Civil Action No. 92D 4250 in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. 36-4-101(11).

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

1. The parties have no minor children.

2. All right, title and interest in the townhouse located at 2424 Robbie Court, Nashville, Davidson County, Tennessee will be divested out of the husband and vested into the wife, and the wife shall be responsible for the outstanding indebtedness owed thereon holding the husband harmless from the same.

3. The wife shall receive all right, title and interest in her 1989 Nissan Pulsar to be hers free and clear of any claim of the husband, and she will be responsible for the outstanding indebtedness owed thereon holding the husband harmless from the same.

4. The husband shall receive all right,title and interest in his 1967 and 1969 trucks free and clerk of any claim of the wife, and he shall be responsible for the outstanding indebtedness owed, if any, holding the wife harmless from the same.

5. Each party shall maintain their separate bank accounts free and clear of any claim of the other.

6. Each party shall retain the household furniture and furnishings and personal property currently in their possession free and clear of any claim of the other, with the exception that the husband shall receive from the wife his stereo equipment, the computer desk, and television.

7. Each party shall pay the outstanding indebtedness currently owed in their respective name except that the wife shall be responsible for the oustanding indebtedness owed to Rhodes Furniture and she shall hold the husband harmless from the same. The husband shall be responsible for the Circuit City debt holding the wife harmless from the same. The parties acknowledge that they have a closed Visa account that the wife shall be responsible for holding the husband harmless from the same.

8. The wife shall have her maiden name restored to Sherry Michelle Sanders.

9. Each party shall pay their own attorneys fees in this matter and split the court costs equally.

10. 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 that party is not 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 expenses incurred in defending the creditor's claim, including reasonable attorney's fees. The assumption of any above-stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by each party shall be considered a duty directly

related to spousal support, alimony, child support and maintenance, and it shall not be considered dischargeable in any bankruptcy proceeding by one party against the non-bankrupt spouse so as to allow a third party creditor to claim against the non-bankrupt spouse.

BOOK 10359 PG 122

11. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

12. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

13. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital relationship and that each party 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 limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by the Wife and the Husband, or any property that either of them may acquire in the future.

14. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

15. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

16. This agreement shall be binding upon and enure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

17. It is further understood and agreed by and between the parties that this Marital Dissolution 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.

18. Each of the parties hereby acknowledge that a divorce action is pending under the above style and docket number in the Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

SHERRY SANDERS DUCHAC

STEVEN WAYNE DUCHAC

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named SHERRY SANDERS DUCHAC, who acknowledged that she executed the above Marital Dissolution Agreement for the purposes therein contained.

This 7th day of Dec, 1992.

Patricia B Eadson
NOTARY PUBLIC

My Commission Expires: 7-27-96

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named STEVEN WAYNE DUCHAC, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This 20th day of November, 1992.

Patricia B Eadson
NOTARY PUBLIC

My Commission Expires: 7-27-96

BOOK 10359 PG 125

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are to be taxed against both parties to be split equally, for which execution may issue, if necessary.

ENTERED this 17th day of Feb., 1993.

JUDGE

Approved for Entry:

HAYNES, WALKER & FREEMAN

BY: Mark Walker
MARK WALKER
Attorney for Plaintiff

140 North Main Street
Goodlettsville, Tennessee 37072
(615) 859-1328
BPR No. 12288

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded to Mr. Steven Duchac, 1913 Rosebank Avenue, Nashville, Tennessee 37216, on this 17 day of February, 1993.

BY: Mark Walker
MARK WALKER

PICK-UP

02761155
IDENTIF. & REFERENCE

BOOK 10359 PG 126

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 _17 day of _FEBRUARY , 19 _93 , in the Case Number _93D4250 between _DUCHAC, SHERRY SANDERS Plaintiff, and _DUCHAC, STEVEN WAYNE Defendant, as same remains of record in Book 2148 , Page _1188 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 _FEBRUARY in the year one thousand nine hundred and _ninetythreeven and in the _221st_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk