9670/22.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOHN M. L. BROWN

Husband

v.

LISA LAUFER BROWN

Wife

97 MAY 30 PM 4:30

CLERK

DOCKET NO. 96D-1654

BOOK 10505 PG 960

FINAL DECREE

This cause came on to be heard on the 30th day of May, 1997, before the Honorable Muriel Robinson, Judge, upon Husband's complaint for divorce, Wife's waiver of service of process, stipulation of the parties that each has been guilty of inappropriate marital conduct during the marriage, testimony of Husband, the executed marital dissolution agreement entered into by the parties, and the entire record in this cause, from all of which the court finds and **ORDERS** as follows:

(1) The parties are properly before the court.

(2) The parties have stipulated in writing that each has been guilty of inappropriate marital conduct, and they have asked the court to declare them to be divorced pursuant to T.C.A. § 36-4-129.

(3) The parties have entered into a signed and notarized marital dissolution agreement, which fairly and equitably divides their property and apportions their debts.

(4) The aforementioned marital dissolution agreement is set out in the following pages, and it is hereby approved and made the order of the court:

0319809
IDENTIF. + REFERENCE

97 JUN 26 AM 8:53
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

MARITAL DISSOLUTION AGREEMENT

WHEREAS, John M. L. Brown ("Husband") has filed or will file an action for absolute divorce against Lisa Laufer Brown ("Wife") in the Circuit Court for Davidson County, Tennessee, entitled John M. L. Brown v. Lisa Laufer Brown, Docket Number _____ ; and

WHEREAS, Wife is aware that such divorce action has been or will be filed and hereby waives further service; and

WHEREAS, these parties have stipulated that each has been guilty of inappropriate marital conduct, and they have asked the court to declare them divorced pursuant to T.C.A. § 36-4-129; and

WHEREAS, the parties now enter into this Marital Dissolution Agreement and tender it to the court for approval should a divorce be granted in this cause;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. **AGREEMENT ENTERED INTO VOLUNTARILY.** The parties understand and agree that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

2. **ENTIRE AGREEMENT.** This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement. The law of the State of Tennessee will govern this agreement in all respects.

3. **FULL SETTLEMENT OF PROPERTY RIGHTS.** This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and purpose of

this agreement. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other.

4. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

5. MODIFICATION. A modification or waiver of any provision of this agreement will 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 provision of this agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

6. RESTRAINING PROVISIONS. Each party agrees not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

7. PRIOR TAX LIABILITY. 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 the parties, or either of them, responsible for the deficiency. Each party represents and warrants to the other that all federal income tax returns filed during the marriage are in all respects true, correct, and complete, and that the returns fully and accurately reflect income and deductions for those years.

8. CREDIT. The parties agree that neither will charge or cause to be charged to the other any purchases made after this agreement is executed, and neither will hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party responsible will indemnify and hold the other harmless therefrom.

9. **WAIVER.** Each party waives any claim to the property and estate of the other, except as may be otherwise provided herein. This waiver specifically includes any expectancy, reversion, insurance claim, cause of action, or inheritance to which the other party is or may in the future be entitled.

10. **REAL PROPERTY.** The parties own as tenants by the entirety a residence located at 3676 Alessio Road, White Creek, Davidson County, Tennessee, more particularly described as follows:

> Lot 1 of the Subdivision of The John M. L. Brown Property in Plat Book 8250, Page 153.
>
> Being a part of the property conveyed to John M. L. Brown, then unmarried, from Fletcher A. Smith, Jr. and wife, Marilyn D. Smith, by warranty deed of record in Book 8048, Page 367, Register's Office for Davidson County, Tennessee.
>
> And being the same property wherein John M. L. Brown conveyed to Lisa Laufer Brown by quitclaim deed a one-half undivided interest for the purpose of creating a tenancy by the entirety, of record in Book 9093, Page 962, Register's Office for Davidson County, Tennessee.
>
> Map 38, Parcel No. 172.

Wife is divested of her ownership interest in the above-described property, and Husband is vested with sole ownership thereof, subject to existing debts and easements. In consideration of Wife's agreement to be divested of her ownership interest in the property, Husband agrees to pay Wife the sum of $6,000.00, payable in 12 monthly installments of $500.00 each. The first such payment will be made on or before June 1, 1997, and the remaining payments will be made on or before the first day of each calendar month thereafter. Husband may at any time elect to pay in full any remaining balance owed pursuant to this paragraph. Husband agrees to be solely responsible for paying off the existing debt secured by the residence and payable to NationsBank, and to hold Wife harmless thereon.

11. **PERSONAL PROPERTY.** Wife will receive the 1996 Toyota RAV4, which is jointly titled. Husband will receive the 1990 Ford Bronco II and the 1974 Ford F-250 pickup truck, which are titled in his name only. Each party will be solely responsible for paying any present or future debt secured by an encumbrance on the vehicle or vehicles that he or she receives pursuant to this paragraph, and each agrees to hold the other harmless on such debt. Each party will receive the personal property that each brought into the marriage.

Husband is awarded any gifts received during the marriage. The parties have divided or will divide their remaining personalty. Each agrees to make no claim to any ownership interest in personal property awarded herein.

14. BANK ACCOUNTS. Each party will receive the funds that are in his or her separate bank accounts.

15. WIFE'S STOCK. Wife is the owner of certain Home Depot stock having a value of approximately $6,000.00. Husband makes no claim to any ownership interest therein. Wife agrees to sell a sufficient amount of the stock to pay in full the parties' joint Optima credit card account, which contains only items charged by Wife. Until the aforementioned credit card debt is paid in full, neither party will make any charges thereon. Once Wife has paid the account in full, as prescribed herein, the account will be closed.

16. DEBTS AND LIABILITIES. Each party agrees to be solely responsible for paying his or her own individual debts, and each agrees to hold the other harmless thereon.

17. SUPPORT, ATTORNEY FEES, AND COURT COSTS. As support for Wife, Husband agrees to maintain Wife's existing automobile insurance and existing healthcare insurance, or their equivalents, through May 31, 1998. Husband will pay the respective insurance carriers directly. These support payments will not be deductible by Husband as alimony, and they need not be claimed by Wife as income for federal income tax purposes. Wife will be solely responsible for paying any insurance deductible and for paying any expense not covered by the aforementioned insurance. Apart from the foregoing, neither party makes any demand for spousal support from the other. Each party will pay his or her own attorney, if any. Husband will pay the court costs.

IN WITNESS WHEREOF, the parties set their signature below.

John M. L. Brown

JOHN M. L. BROWN

Lisa Laufer Brown

LISA LAUFER BROWN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BK 10595 PG 965

On this 29th day of May, 1997, personally appeared JOHN M. L. BROWN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his own free act and deed.

NOTARY PUBLIC

My commission expires:

11.29.98

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 29th day of May, 1997, personally appeared LISA LAUFER BROWN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her own free act and deed.

NOTARY PUBLIC

My commission expires:

11.28.98

It is further **ORDERED** that the parties are declared to be divorced from each other pursuant to T.C.A. § 36-4-129, and both parties are restored to all of the rights and privileges of unmarried persons.

Courts costs are taxed to Husband, whose address is shown below.

This 30th day of May, 1997.

JUDGE

APPROVED FOR ENTRY:

JOHN M. L. BROWN (#5438)
Pro Se
221 Fourth Avenue North
Second Floor
Nashville, Tennessee 37219
(615)242-3348

7421 06/26 0101 03CHECK 36.00

LISA LAUFER BROWN, Wife
3676 Alessio Road
Whites Creek, Tennessee 37189

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing has been forwarded by [X] U. S. Mail, [ ] Facsimile, or [ ] Hand Delivery, to the following person(s) on the 30th day of May, 1997.

Ms. Lisa Laufer Brown
3676 Alessio Road
Whites Creek, Tennessee 37189

JOHN M. L. BROWN

BOOK 10505 PG 967

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

MES A LEGAL
HEN PROPERLY
ID FILED

NT IN PERMANENT

E A SEAL ON THIS
E

MUST BE
ACK IN

TENNESSEE DEPARTMENT OF HEALTH

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO 97D-1654

STATE FILE NUMBER

HUSBAND

1. HUSBAND'S NAME (First, Middle, Last): JOHN M.L. BROWN

2a. RESIDENCE—STATE	2b. COUNTY	2c. CITY, TOWN, OR LOCATION
TENNESSEE	DAVIDSON	WHITES CREEK

2d. STREET AND NUMBER	3. BIRTHPLACE (State or Foreign Country)	4. DATE OF BIRTH (Month, Day, Year)
3676 ALESSIO ROAD	KENTUCKY	6-19-48

WIFE

5a. WIFE'S NAME (First, Middle, Last)	5b. MAIDEN NAME
LISA LAUFER BROWN	LAUFER

6a. RESIDENCE—STATE	6b. COUNTY	6c. CITY, TOWN, OR LOCATION
TENNESSEE	DAVIDSON	WHITES CREEK

6d. STREET AND NUMBER	7. BIRTHPLACE (State or Foreign Country)	8. DATE OF BIRTH (Month, Day, Year)
3676 ALESSIO ROAD	PENNSYLVANIA	4-27-61

MARRIAGE

9a. PLACE OF THIS MARRIAGE—STATE (or Foreign Country)	9b. COUNTY	9c. DATE OF THIS MARRIAGE (Month, Day, Year)	10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month, Day, Year)
TENNESSEE	DAVIDSON	9-24-93	5-28-97

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify)	11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify)	11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED TO:
NONE	NONE	X No Children Husband ___ Wife ___ Joint (Husband/Wife) ___ Other ___

12. PETITIONER	13a. NAME OF PETITIONER'S ATTORNEY (Type/Print)	13b. ADDRESS (Street or R.F.D. No., City or Town, State, Zip)
1 X Husband 2 Wife 3 Both 4 Other (Specify)	PRO SE	

DECREE

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON (Month, Day, Year)	14b. TYPE OF DECREE	14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name)
MAY 30, 1997	1 X Absolute 2 Limited 3 Annulment	NO

14d. COUNTY OF DECREE	14e. TITLE OF COURT	14f. DATE OF RECORDING DECREE (Month, Day, Year)
DAVIDSON	1 X Circuit 2 Chancery 3 General Sessions 4 Probate 5 Other (Specify)	5-30-97

14g. SIGNATURE OF CERTIFYING COURT OFFICIAL	14h. TITLE OF CERTIFYING COURT OFFICIAL	14i. DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month, Day, Year)
RICHARD R. ROOKER CLERK BY D.C.	CLERK	6-2-97

CONFIDENTIAL INFORMATION

	15. Race—American Indian, Black, White, etc. (Specify)	16. Number of This Marriage: First, Second, Etc. (Specify)	17. If Previously Married, Last Marriage Ended (Specify)	18. Education—Specify Highest Grade Completed: Elementary or Secondary (0-12)	College (1-4 or 5+)
HUSBAND	15a. CAUCASIAN	16a. 2ND	17a. 1 Not previously married 2 By death 3 X By Divorce or Annulment	18a. 12	7
WIFE	15b. CAUCASIAN	16b. 2ND	17b. 1 Not previously married 2 By death 3 X Divorce or Annulment	18b. 12	4

1993)

RDA 1

BK/10595PG968

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 30 day of MAY , 19 97 , in the Case Number 97D1654 between BROWN, JOHN M.L. Plaintiff, and BROWN, LISA LAUFER Defendant, as same remains of record in Book 269C , Page 2022 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 26 day of JUNE in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk