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RICHARD R. ROOT, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MARY K. WOMACK,	)	
	)	
Plaintiff	)	
	)	
VS.	)	No. 95D-1657
	)	
JERRY D. WOMACK,	)	
	)	
Defendant	)	

BOOK 10547 PG 789

FINAL DECREE

This cause came on to be heard on the 3rd day of October, 1995 before the Hon. Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's 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; upon all of the pleadings; from all of which the Court affirmatively found that the allegations of the Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle the 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the Marital Dissolution Agreement should be approved; that the Answer and Counterclaim filed by the Defendant should be withdrawn; that the Plaintiff's maiden prior name be restored, to-wit: Mary Margaret Kennedy; that the Plaintiff's current address is 3221 Clapham Road, Antioch, Tennessee 37013; and the Defendant's current address is 7767 Strawberry Hill Road, Goodlettsville, Tennessee, and that the 60-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:

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RICHARD R. ROOKER, CLERK

D.C.

BOOK 10547 PG 790

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the 21st day of Sept, 1995, by and between **MARY K. WOMACK** , hereinafter called "WIFE", and **JERRY D. WOMACK**, 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 **MARY K. WOMACK**, instituted divorce proceedings against **JERRY D. WOMACK**, on May 31, 1995, same being Civil Action No. 95D 1657 in the Fourth 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),

WHEREAS, the parties have no children born of this marriage.

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. That the husband shall pay to the wife the sum of $45,000.00 which represents the wife's share of the property division.

2. That all right, title and interest in the property at 7767 Strawberry Hill Rd., Goodlettsville, Tennessee shall be vested in the husband, free and clear of any claim of the wife, and the husband shall be responsible for any outstanding indebtedness owing thereon, holding the wife harmless from the same.

3. The parties acknowledge that they have previously divided all items of tangible personal property. It is agreed by the parties that each party shall have as his or her separate property all items of personalty which each has in his or her possession at the present time. Each party agrees to acknowledge the receipt of that property. It is further agreed that each party shall have as his or her sole property any and all bank accounts, checking accounts, savings accounts, or funds on deposit which each has in his or her separate name.

4. Each party is awarded his or her respective interest in any individual retirement, pension plan, stocks or investments. Each party relinquishes and waives any claim to the retirement, pension plan, stocks or investments of the other.

5. It is agreed between the parties that there has been no disclosure of any marital debts. It is further agreed that each party shall be solely responsible for all financial responsibilities in his or her individual name that have been incurred since the separation of the parties.

6. It is agreed between the parties that neither party shall encumber the credit of the other from and after the date of the signing of this Marital Dissolution Agreement.

7. The wife shall be restored to her former name of Mary Margaret Kennedy.

8. The parties acknowledge that they have made a full disclosure of their entire financial situation to the other party. Each party acknowledges that they have had an opportunity to inspect the financial records of the other party.

9. Each party agrees to be responsible for their own attorney's fees, holding the other harmless from the same.

10. It is agreed that the balance due on the court costs of this cause shall be divided equally for which execution may issue.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

Mary K. Womack
MARY K. WOMACK

Jerry D. Womack
JERRY D. WOMACK

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

This the 21 day of Sept, 1995.

NOTARY PUBLIC

My Commission Expires: July 23, 1996

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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

This the 18th day of September, 1995.

NOTARY PUBLIC

My Commission Expires: 7/27/96

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Plaintiff, Mary Kay Womack, shall be, and is hereby, awarded an Absolute Divorce from the 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.

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IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Answer and Counter-Complaint filed on behalf of the Defendant, Jerry D. Womack, shall be, and is hereby, withdrawn.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Plaintiff's prior name be restored, to-wit: Mary Margaret Kennedy.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the balance of any costs of this cause shall be divided equally between the parties for which execution may issue.

IT IS FINALLY ORDERED, ADJUDGED and DECREED that execution may issue to enforce any awards, judgments or provisions of this Decree.

Entered this 3rd day of Oct, 1995.

JUDGE

Approved for entry:

James V. Mondelli
Attorney for Plaintiff
5115 Maryland Way
Brentwood, TN 37027
TSCR# 2805

Mark Walker by Director
Mark Walker
Attorney for Defendant
140 North Main Street
Goodlettsville, TN 37072
BPR# 12288

CERTIFICATE OF SERVICE

It is hereby certified that a true and exact copy of the foregoing Final Decree of Divorce has been placed in the U.S. Mail, postage prepaid, to Mark Walker, Attorney for Defendant, Post Office Box 527, Goodlettsville, TN 37070, this 30 day of Oct, 1995.

James V. Mondelli

JAMES V. MONDELLI
ATTORNEY AT LAW

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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 03 day of OCTOBER , 19 95 , in the Case Number 95D1657 between WOMACK, MARY K. Plaintiff, and WOMACK, JERRY DAVID Defendant, as same remains of record in Book 249A , Page 80 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 30 day of JULY in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By K. Ball Deputy Clerk

SEAL

PICK-UP

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FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
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