BOOK 10669 PG 917

IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

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D.C. CLERK

CAROLYN MARRUJO DE O'HARA	)	
	)	
PLAINTIFF	)	
	)	
vs.	)	DOCKET NO. 97D-403
	)	
	)	
JAMES JOSEPH O'HARA	)	
	)	
DEFENDANT	)	

FINAL DECREE

This cause came to be heard on the 28 day of Oct, 1997, before the **HONORABLE MURIEL ROBINSON**, the Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of Counsel for the Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, CAROLYN MARRUJO DE O'HARA, is hereby awarded an absolute divorce from the Defendant, JAMES JOSEPH O'HARA, on the grounds of irreconcilable differences, pursuant to Tennessee Code § 36-4-103(b), and is hereby restored to all of the rights and privileges of an unmarried person.

Pursuant to Tennessee Code § 36-4-103(b), the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of any children of that marriage and for the equitable settlement of any property rights between the parties. The parties have entered into a Marital Dissolution Agreement which is as follows:

0365883
IDENTIFICATION REFERENCE

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FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

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97D-403

MARITAL DISSOLUTION AGREEMENT

This agreement entered into the 10th day of October, 1997, and the 16th day of Oct., 1997, by and between the Plaintiff **CAROLYN MARRUJO DE O'HARA**, hereinafter referred to as "Wife" and the Defendant **JAMES JOSEPH O'HARA**, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being CAROLYN MARRUJO DE O'HARA vs. JAMES JOSEPH O'HARA, bearing Docket No. 97D-403;

WHEREAS, the Defendant waives further service and waives filing an answer to the complaint;

WHEREAS, the parties desire to agree upon and affix their rights and duties, respecting the respective estates, child custody and support, and any and all matters concerning their respective rights and duties by reason of their 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 promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

I. CUSTODY

The Wife shall have full custody of the minor children, Dex Joseph O'Hara and Alanna Christina O'Hara. Said minor children shall live and reside with the Wife.

II. VISITATION

A. The Husband shall pick up and deliver the minor children to the residence of the Wife for visitation and shall have the following regular visitation schedule: every other weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m.;

IN CIRCUIT DOCTO

B. Pursuant to Tennessee Code § 36-6-101(a), during periods when the children are not in possession of a parent, that parent shall have the following rights:

1. The right to unimpeded telephone conversations with the children at least twice a week at reasonable times and for reasonable durations;

2. The right to send mail to the children which the other parent shall not open or censor;

3. The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the children;

4. The right to receive directly from the children's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplication, copies of the children's report cards, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

5. The right to receive copies of the children's medical records directly from the children's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication;

6. The right to be free of unwarranted derogatory remarks made about him or her or his or her family by the other parent to or in the presence of the children;

7. Any of the foregoing rights may be denied in whole or in part to one or both parents by the court upon a showing that such denial is in the best interests of the children.

C. Holiday, Christmas, and Summer visitation:

1. The Husband shall have visitation with the minor children every other holiday (New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day) from 6:00 p.m. on the night prior to the holiday to 6:00 p.m. on the holiday, beginning with Thanksgiving Day 1997.

2. The Husband shall have visitation for one week at Christmas with the children, with that week to alternate from year-to-year. In 1997, the Husband shall have visitation from 6:00 p.m. on the children's last day of school day through 4:00 p.m. on December 25. In 1998, the Husband shall have visitation from 4:00 p.m. December 25, through 6:00 p.m. on January 1, 1999.

3. The Husband shall have two weeks of continuous summer visitation and the Wife shall have two weeks of continuous summer visitation. Each party shall notify the other party in writing by May 30 of each year.

D. Further, relating to the children, each parent must provide the other parent with his or her current home address, home phone number, and must provide the names of all persons residing at the parent's residence and the Husband and Wife are permanently enjoined and restrained as follows:

1. The Husband shall not remove the children from school or after-school care or day care, unless he is contacted by the school or the children and immediately tries to contact the Wife or he is duly authorized by Order of the Court or written agreement of the parties;

2. The Husband and the Wife will not remove the children from the jurisdiction of the Court on a permanent basis without first receiving the approval of the Court to move out of the State of Tennessee and visitation is appropriately revised.

~~3. That in the presence of the children both the Husband and the Wife shall not cohabit (sleep in the same bed) with any non-related person in an inappropriate manner.~~ The parties agree neither party shall MOC/ expose the children to any inappropriate conduct. ET PFA

4. That the Husband and the Wife shall not become intoxicated in the presence of the minor children;

5. That the Husband and the Wife shall not drive a motor vehicle while intoxicated with the minor children in the vehicle.

6. That the Husband and the Wife shall not make any degrading, belittling or derogatory comments to the minor children about the other parent in the presence of the children or otherwise allow third parties to make such comments in the presence of the children.

7. That the Husband and the Wife shall refrain from taking any actions calculated to alienate the children's affections from the other parent.

III. CHILD SUPPORT

A. The Husband shall pay the amount of $ ~~120~~ * 919.33 PFN per month as child support by wage assignment, which shall be payable at the rate of $ 332 (plus the clerk's fee) every other week with the first payment on October 3, 1997. The aforementioned amount is in compliance with the presently existing Department of Human Services Guidelines as referred to in Tennessee Code § 36-5-101 (e)(1).

B. The Husband shall maintain medical insurance coverage on the minor children. If no medical insurance is in effect on the children, then the Husband shall pay all uncovered medical expenses. If the Husband is maintaining medical insurance, then the Husband and the Wife shall equally divide the children's uncovered medical expenses.

C. "Medical expenses" shall include doctor bills, hospital bills, eye-care costs, glasses, contacts, dental bills and orthodontic bills.

D. In the event that either party shall incur medical expenses on behalf of the children, that party shall supply the other with copies of all medical indebtedness. Within thirty (30) days after receipt of same, the receiving party shall reimburse the other party for the appropriate share of the children's medical expenses uncovered by insurance.

E. The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that court approval must be obtained before child support can be reduced.

IV. MOTOR VEHICLES

A. All right, title, and interest of the Wife to the white trailer and any vehicle in the Husband's possession shall be divested from the Wife and fully vested in the Husband and the Husband shall hold the Wife harmless for any liabilities thereupon.

B. All right, title, and interest of the Husband to a 1989 Buick Le Sabre and a 1972 Monte Carlo, and any vehicle in the Wife's possession shall be divested from the Husband and fully vested in the Wife and the Wife shall hold the Husband harmless for any liabilities thereupon.

V. REAL PROPERTY

All right, title, and interest of Defendant **JAMES J. O'HARA** in the marital home located at 2903 Sheana Way, Antioch, Tennessee 37013, shall be divested from him and is fully vested in **CAROLYN MARRUJO DE O'HARA** (the former wife of James J. O'Hara and known as Carolyn M. O'Hara), subject to any and all mortgages, restrictions, easements, and liens of record. **JAMES J. O'HARA** shall sign the necessary papers to effectuate the aforementioned change of title. Said property is described as follows, to-wit:

> Being Lot No. 91-B, on the Zone Lot Division of Lot 91, Chelsea of Priest Lake, Section 2-A, of record in Plat Book 6250, Page 423, and as amended in Plat Book 6250, Page 955, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to James J. O'Hara and wife, Carolyn M. O'Hara, by deed from Ann Carolyn Shumate, unmarried, of record in Book 9772, Page 841, Register's Office for Davidson County, Tennessee.

This is improved property known as 2903 Sheana Way, Antioch, Tennessee 37013. The map and parcel no. are 150-3, 389, 2DX-03765.

VI. HOUSEHOLD FURNITURE, APPLIANCES AND PERSONAL PROPERTY

The parties have equitably divided the household furniture, appliances and personal property and each party is presently in possession of the property as equitably divided, except that the Wife shall receive the VCR now in the possession of the Husband and the Husband shall receive his construction tools.

VII. DEBTS

A. As of this date, neither party shall contract any further joint debts or liabilities.

B. Each party has individually incurred debts throughout the term of this marriage and each party shall hold the other party harmless for any liabilities upon any individually incurred debts.

C. Because payment of the debts are necessary for the Wife's support, as alimony in solido, the Husband shall pay all remaining amounts on the following itemized individual or joint debts and he shall hold the Wife harmless for any liabilities thereupon: 1996 F-150 Ford pickup, his 1989 Cadillac, or any vehicle in his possession and the motor vehicle insurance on each vehicle, and the debt to the IRS of which the Wife shall pay $2,000. Within sixty days of the date of the Final Decree, the Wife shall provide to the Husband documentation of her arrangement to pay the IRS.

D. The Wife shall pay all remaining amounts on the following itemized joint or individual debts and she shall hold the Husband harmless for any liabilities thereupon: her Citibank Visa, her car payments, her car insurance, $2,000 of the 1995 IRS debt, and utilities on the home.

VIII. IRA'S, BANK ACCOUNTS, STOCKS, AND RETIREMENT FUNDS

Each party presently has possession of the IRA's, bank accounts, stocks and retirement accounts to which that party is rightfully entitled and the other party has no rights, title or interest to such IRA's, bank accounts, stocks, or retirement accounts held in the other party's name as of the date of this agreement.

IX. INJUNCTION AND RESTRAINING ORDERS

The following injunction and restraining orders shall become the permanent order of this Honorable Court:

1. That the Husband shall not physically or verbally abuse the Wife by molesting, harassing, assaulting, threatening or harming her; and the Wife shall not physically or verbally abuse the Husband by molesting, harassing, assaulting, threatening or harming him.

2. The Husband shall not remove the children from school or after-school care or day care, unless he is contacted by the school or the children and immediately tries to contact the Wife or he is duly authorized by Order of the Court or written agreement of the parties;

3. The Husband and the Wife will not remove the children from the jurisdiction of the Court on a permanent basis without first receiving the approval of the Court to move out of the State of Tennessee and visitation is appropriately revised.

4. That in the presence of the children both the Husband and the Wife shall not ~~cohabit (sleep in the same bed) with any non-related person in an inappropriate manner.~~ expose the children to any inappropriate conduct with third persons. ET PFN

5. That the Husband and the Wife shall not become intoxicated in the presence of the minor children.

6. That the Husband and the Wife shall not drive a motor vehicle while intoxicated with the minor children in the vehicle.

7. That the Husband and the Wife shall not make any degrading, belittling or derogatory comments to the minor children about the other parent in the presence of the children or otherwise allow third parties to make such comments in the presence of the children.

8. That the Husband and the Wife shall refrain from taking any actions calculated to alienate the children's affections from the other parent.

X. TAXES

The Husband shall be fully responsible for all taxes and penalties due for any year in which the parties filed a joint tax return, except that the Wife shall

pay $2,000 of the remaining 1995 IRS debt, and the Husband shall hold the Wife harmless for any liabilities thereupon, except for the aforementioned amount.

XI. ATTORNEY'S FEES AND COURT COSTS

Each party shall pay their own attorney's fees and the costs shall be assessed against the Husband, for which execution may issue, if necessary.

XII. GENERAL PROVISIONS

Both parties agree to comply with the following general provisions:

1. 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 of the extent and probable value of all property in the estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her rights, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed now owned or herein after acquired of or by the other party, except as he or she may be bound by the promises covenants contained in this agreement.

2. The parties agree that this agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

3. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for the paying of all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this agreement.

4. In the event a creditor of either party seeks to compel the other party to pay any debts 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 other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor claim.

5. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions 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.

It is **ORDERED, ADJUDGED AND DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

It is **ORDERED, ADJUDGED AND DECREED** that the final costs of this cause shall be assessed against the Husband, for which execution may issue, if necessary.

This, the 28th day of Oct, 1997.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

ELLEN TAYLOR TURLEY, #11715
Attorney for **CAROLYN MARRUJO DE O'HARA**
2620 Old Lebanon Pike
Nashville, TN 37214
(615) 889-5350
Fax: (615) 391-5866

Mail

JACK GREEN, #4127 and
PAT NICELY, #15598
Attorney for **JAMES JOSEPH O'HARA**
141 Thompson Lane
Nashville, TN 37211
(615) 834-0456

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been mailed to **JACK GREEN** and **PAT NICELY**, Attorneys for **JAMES JOSEPH O'HARA**, 141 Thompson Lane, Nashville, TN 37211; Plaintiff Carolyn Marrujo de O'Hara, 2903 Sheana Way, Antioch, TN 37013; and Defendant James J. O'Hara, 675 Windellwood Circle, Smyrna, TN 37167, on this 28 day of Oct., 1997.

ELLEN TAYLOR TURLEY

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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 28 day of OCTOBER , 19 97 , in the Case Number 97D403 between O'HARA, CAROLYN MARRUJO DE Plaintiff, and O'HARA, JAMES JOSEPH Defendant, as same remains of record in Book 274B , Page 1487 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 04 day of NOVEMBER in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk

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