147A/497

BOOK 10928 PG 178

FILED
1993 JAN 27 PM 3:12
GEORGE L. ROOKER, CLERK
C.G. D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RICHARD JAY RIPANI

Husband

vs.

CHRISTINE VESELIK RIPANI

Wife

No. 92D-3889

98 MAY 12 PM 2:00
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

IDENTIF. + REFERENCE

04 36997

FINAL DECREE

This cause came on to be heard on January 27, 1993, before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon Husband's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, 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 and upon the testimony of Husband and statements of counsel, from all of which the Court affirmatively found that the allegations of Husband's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties, as would entitle Husband 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 this Marital Dissolution Agreement should be approved; and that the ninety-day waiting period, as required by statute has elapsed.

It is therefore, ORDERED, ADJUDGED AND DECREED that Husband, Richard Jay Ripani, be, and is hereby, awarded an absolute divorce from Wife, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

FILED

1993 JAN 27 PM 3:12

GEORGE L. ROOKER, CLERK

D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RICHARD JAY RIPANI)
Husband)
)
vs.)
)
CHRISTINE VESELIK RIPANI)
Wife)

No. 92D-3889

BOOK 10928 PG 179

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Richard Jay Ripani (hereinafter referred to as "Husband") and Christine Veselik Ripani (hereinafter referred to as "Wife") subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

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:

Pending Action. The parties acknowledge that Husband has filed a divorce action in the Second Circuit Court for Davidson County, Tennessee, Docket Number 92D-3889, which action is pending.

Personal Property. The parties agree that household furnishings, furniture, personal property and other personal effects remain in the possession and ownership of the respective party now in possession of the property so divided.

Real Property. As a division of marital property, Mr. Ripani shall be awarded the marital home located at 2459 Cabin Hill Road, Nashville, TN. All title and interest of Ms. Ripani is hereby divested of her and vested absolutely in Mr. Ripani and he shall have full possession of the property. A full description of the property is attached hereto exhibit A. As Ms. Ripani's share of the equity she shall receive from Mr. Ripani the sum of one thousand fifty-four ($1,054.00) dollars. These funds shall not be taxable to Mr. Ripani or deductible to Mr. Ripani as this payment is in the nature of a division of marital property.

The house and lot located at 306 Seneca Drive, Nashville, TN 37214 purchased by Mr. Ripani prior to the marriage remains his sole property and Ms. Ripani relinquishes all claims of any kind thereto.

Automobiles. All right, title and interest of Mr. Ripani in and to the 1984 Chevrolet truck driven by Ms. Ripani shall be and hereby is divested out of Mr. Ripani and vested absolutely in Ms. Ripani free and clear of any claims by Mr. Ripani.

All right, title and interest of Ms. Ripani in and to the 1988 Ford Aerostar van driven by Mr. Ripani shall be and hereby is divested out of Ms. Ripani and vested absolutely in Mr. Ripani free and clear of any claims by Ms. Ripani. He shall assume sole and separate responsibility for paying all costs, expenses and liabilities associated with said automobile and shall hold Ms. Ripani harmless from any liability therefore.

Each party shall retain the existing automobile insurance policy on his or her vehicle.

Life Insurance. The parties are currently insured with Woodmen of the World the policy premiums of which are prepaid until August of 1993 and both shall retain their rights under said policy until its expiration.

Health Insurance. Ms. Ripani shall continue to be covered on a policy with Golden Rule Insurance and assumes all liability for the payment of premiums and continued coverage at her option.

Debts. Mr. Ripani shall assume the obligation for the payment of the NationsBank Mastercard account #5220-1005-1652-4908 in the approximate amount of three thousand six hundred seventy-nine and 24/100 ($3,679.24) dollars. Mr. Ripani shall indemnify and hold Ms. Ripani harmless for the payment of this indebtness.

Ms. Ripani shall assume the obligation for the payment of the following credit accounts and shall indemnify Mr. Ripani and hold him harmless for any future payment thereof:

Peebles	Account # 02-22219-8
Sears	Account # 6-90637-18311-0
Castner Knott	Account # 27-546-652-42
Ann Taylor	Account # 11-519744-9-31-0
Shell Oil	Account # 759-316-672-50001
Dillards	Account # 60-612-914-6
Pier One Im.	Account # 6011-5101-0729-2924
B.P. Oil	Account # 023-934-695-0

Bank Accounts. The balance on deposit in the NationsBank account #010-916-049-3 shall be the sole and separate property of Mr. Ripani.

The balance on deposit in the NationsBank account #011-131-0575 shall be the sole and separate property of Mr. Ripani.

Mr. Ripani retains the sole interest in his business account #011-103-2516 at NationsBank.

Federal Income Tax. The parties agree to file a joint income tax return for 1992. Mr. Ripani shall pay the entire estimated tax due January 15, 1993 and shall be credited with one half of this amount as a set off against the $1,054.99 owed to Ms. Ripani by the terms of this agreement. If there is a refund due at the time the tax is paid (April 1993) both parties shall take one half of the proceeds. If there is a deficit in the amount paid for tax, both parties shall pay one half of the deficit amount.

Attorney Fees & Court Costs. Each party shall pay his or her attorney's fees and the cost of this cause shall be shared equally.

Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under

11 U.S.C. Section 523 (5) which is not dischargeable in bankruptcy as to the other party.

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 the other party is 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 any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

Agreement Binding. With the approval of any court of competent jurisdiction in which any divorce proceeding may now pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

Independent Counsel, Parties Fully Informed. Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

Disclosure. The parties do each warrant that they have made full and complete disclosure to the other of all sources of income, debts and property owned by them whether real, personal or mixed, whether titled in their name or in the name of the other, and all rights, liabilities, titles, interests and or claims each may have whether inchoate or otherwise.

Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquire by such other party.

Voluntary Agreement. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation of for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

1/8/93
DATE

Richard Jay Ripani
RICHARD JAY RIPANI

1-15-93
DATE

Christine Veselik Ripani
CHRISTINE VESELIK RIPANI

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named Richard J. Ripani, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 8TH day of January, 1993.

Angela Glen Griffin
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

6298 05/12 0101 03CHECK 36.00

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named Christine Veselik Ripani, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 15th day of January, 1993.

Judith G. Adams
NOTARY PUBLIC

My Commission Expires: My Commission Expires JULY 27, 1996

It is further ORDERED, ADJUDGED AND DECREED that all costs of this cause shall be, and are hereby, taxed against Husband and Wife equally.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any provisions of this Decree.

Entered this 27th day of January, 1993.

JUDGE

Approved for Entry:

Janice Stanley Walden #6191
Attorney for Wife
P.O. Box 121541
Nashville, TN
(615) 292-2726

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been mailed, postage prepaid, to Christine Veselik Ripani, Wife, 6700 Cabot Drive Apt. 3-C, Nashville, Tennessee 37209, on this 27th day of January, 1993.

JANICE STANLEY WALDEN

BOOK 10928 PG 186

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 SECOND Circuit Court for Davidson County, Tennessee, on the 27 day of JANUARY , 19 93 , in the Case Number 92D3889 between RIPANI, RICHARD JAY Plaintiff, and RIPANI, CHRISTINE VESELIK Defendant, as same remains of record in Book 147A , Page 498 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 12 day of MAY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk

SEAL