174A/348

IN THE Second CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

98 MAY 27 AM 8:48

RICHARD R. ROOKER, CLERK

THERESA MARIE WEBB)

Wife)

v.) D.C. DOCKET NO. 98D 1591

MARK SAMUEL WEBB)

Husband)

FINAL DECREE

BOOK 10946 PG 215

This cause came on to be heard on the 27 day of May, 1998, before the Honorable Marietta M. Shipley, Judge, upon Wife's complaint for divorce, Husband's waiver of service of process, stipulation of the parties that each has been guilty of inappropriate marital conduct during the marriage, testimony of Wife, 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:

04 2263

IDENTIF. & REFERENCE

98 MAY 27 AM 9:34

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

BOOK 10946 PG 216

SETTLEMENT AGREEMENT

FILED
98 MAY 22 AM 10: 15
RICHARD R. ROOKER, CLERK
D.C.

WHEREAS, Theresa Marie Webb ("Wife") has filed or will file an action for absolute divorce against Mark Samuel Webb ("Husband") in the Circuit Court for Davidson County, Tennessee, entitled Theresa Marie Webb v. Mark Samuel Webb, ~~Docket Number~~ _____; and

WHEREAS, Husband 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 Settlement 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. PENSION AND RETIREMENT BENEFITS. Each party waives any separate and distinct claim to the other's retirement and pension benefits, if any, except as set out in this agreement; each party affirms that he has been advised of his rights regarding such pension and retirement benefits, and of the value or potential value of same. Each party will receive his or her own PEBSCO account free and clear of any claim by the other party.

11. REAL PROPERTY. The parties own as tenants by the entirety a residence located at 1500 Roundhill Court, Nashville, Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 344 on the Plan of Section Three Bradford Hill, of record in Plat Book 7900, Page 6 and Book 7900, Page 239, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being part of the same property conveyed to Mark S. Webb and wife, Theresa M. Webb, of record in Book 8415, Page 103, Register's Office for Davidson County, Tennessee.
>
> Mark S. Webb is the same person as Mark Samuel Webb, and Theresa Marie Webb is the same person as Theresa M. Webb.
>
> Map-Parcel Numbers 172-12-A-74

Wife is divested of her ownership interest in the above-described property, and Husband is vested with sole ownership thereof, subject to existing debts, restrictions, and easements. In consideration of Wife's agreement to divested of her ownership interest in the property, Husband has paid off the existing debt owed on the parties' 1995 Chevrolet Tahoe, which is to become the property of Wife. The amount of such payment was approximately $14,000.00. In addition, Husband agrees to pay Wife the sum of $15,600.00 on or before the date of the entry of a final decree in this cause. Husband anticipates refinancing the residence, but until such financing occurs he agrees to hold Wife harmless from liability for any debt owed on the marital residence.

12. AUTOMOBILES. Husband will receive the 1990 Chevrolet pickup truck, VIN 2GCEK19K1L1240399. Wife will receive the 1995 Chevrolet Tahoe utility vehicle, VIN 1GNEK13K5SJ429898, which has been paid off as described in the preceding paragraph. She will also receive the 1993 Suzuki motorcycle, VIN JS1GV72A5P2100229.

13. OTHER PERSONAL PROPERTY. Each party will receive his own clothing, jewelry, and personal effects. The parties have divided or will divide their furniture, furnishings, appliances, firearms, bank accounts, and other personal property, and each agrees to make no claim to an ownership interest in property to be received by the other.

14. DEBTS AND LIABILITIES. The joint debt owed on the marital residence will be paid off upon Husband's refinancing of the property as contemplated above. The parties have a joint Mastercard debt, and each will pay off one-half of the balance thereon by no later than the date of the entry of a final decree in this cause. Otherwise, each party will be solely responsible for paying his or her own individual debts and liabilities, both present and future, and each will hold the other harmless thereon.

15. HUSBAND'S IRA. Husband owned an IRA prior to the parties' marriage, and Wife agrees to make no claim to any ownership interest therein.

16. SUPPORT, ATTORNEY FEES, AND COURT COSTS. The parties have no minor children. Neither party makes any claim for spousal support from the other. Each party will pay his own attorney, if any. The parties will divide the court costs equally.

17. RESTORATION OF MAIDEN NAME. Wife desires to be restored to her maiden name of Theresa Marie Miller, and the parties agree that such restoration is appropriate.

IN WITNESS WHEREOF, the parties set their signature below.

Theresa Marie Webb
THERESA MARIE WEBB

Mark Samuel Webb
MARK SAMUEL WEBB

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 15th day of May, 1998, personally appeared THERESA MARIE WEBB, 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:
11-28-98

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 15th day of May, 1998, personally appeared MARK SAMUEL WEBB, 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.

It is further **ORDERED** that Wife be restored to her maiden name of Theresa Marie Miller.

Court costs are taxed equally to the parties, whose address is shown below:

Theresa Marie Webb
1500 Roundhill Court
Nashville, Tennessee 37211

Mark Samuel Webb
1500 Roundhill Court
Nashville, Tennessee 37211

This 27 day of May, 1998.

Marietta M. Shipley
JUDGE

APPROVED FOR ENTRY:

John M. L. Brown
JOHN M. L. BROWN (#5438)
Attorney for Theresa Marie Webb
221 Fourth Avenue North
Suite 200
Nashville, Tennessee 37219
(615)242-3348

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 20th day of May, 1997.

Mr. Mark Samuel Webb
1500 Roundhill Court
Nashville, Tennessee 37211

John M. L. Brown
JOHN M. L . BROWN

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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 SECOND Circuit Court for Davidson County, Tennessee, on the 27 day of MAY , 19 98 , in the Case Number 98D1591 between WEBB, THERESA MARIE Plaintiff, and WEBB, MARK SAMUEL Defendant, as same remains of record in Book 174A , Page 348 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 27 day of MAY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Barbara Eddings
Deputy Clerk