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RICHARD R. ROCKER, CLERK

B Murray D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHIRLEY THRESSA SMITH WYSOCKI]
Plaintiff,]
]
vs.]
] Case No. 98D-3164
CHESTER JAMES WYSOCKI]
Defendant.]

BOOK 11393 PG. 386

FINAL DECREE

Be it remembered that on the _____ day of December, 1998, this matter was considered by the Honorable Marietta M. Shipley, Judge, upon the:

(a) verified complaint of Wife,

(b) the marital dissolution agreement, the original of which is included herein, and

(c) the entire record in this case.

From all of the foregoing the Court finds that:

(1)

Irreconcilable differences have arisen between the parties to such an extent that they can no longer remain husband and wife and the Wife should be granted an absolute divorce with all the rights of an unmarried person restored to her.

(2)

The Court affirmatively finds that the parties have made adequate and sufficient provision 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:

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IN THE ____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

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RICHARD R. ROOKER, CLERK
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SHIRLEY THRESSA SMITH WYSOCKI

Plaintiff,

vs.

CHESTER JAMES WYSOCKI

Defendant,

NO. 98D-3164

BOOK 11393 PG. 387

MARITAL DISSOLUTION AGREEMENT

This agreement is made and entered into on the date hereinafter recited by and between SHIRLEY THRESSA SMITH WYSOCKI, hereinafter referred to as "WIFE" AND CHESTER JAMES WYSOCKI, hereinafter referred to as "HUSBAND", subject to the following terms and conditions:

W I T N E S S E T H:

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

WHEREAS, the parties have suffered certain "irreconcilable differences" of their marriage resulting in their marriage relationship becoming irretrievably broken with no apparent possibility of reconciliation and the parties are now living apart; and,

WHEREAS, the parties desire to enter into this Agreement, not out of levity or by collusion, but to amicably and finally settle their differences with respect to property rights, not only for now, but for the future, it being the intention that such contract will be effective with respect to all of their property irrespective of whether a divorce is finally concluded between the parties; and,

WHEREAS, the parties intend to tender this Agreement to the Court for its approval and ratification in the event a divorce is granted in this cause,

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the

receipt of which is hereby acknowledged, the parties agree as follows:

1. Both parties agree to waive any and all rights to alimony.

2. That the Wife's name be restored to her previous married name of Miller.

3. Included in their marital estate is the real property located at 5570 S. New Hope Road, Hermitage, Tennessee, Davidson County, Tennessee. Husband has executed, acknowledged, and delivered to Wife a quitclaim deed conveying to Wife all of Husband's right, title, and interest in said property. Husband and Wife have amicably divided all of their other personal property both brought to and acquired during the marriage. Further, Husband and Wife agree that all property now in possession of the other is sole and separate property of the other.

4. Included in their marital debts is a mortgage note secured by the parties' personal residence, payable to Joseph P. Allen, Hermitage, Tennessee and that has a present balance of approximately $ 23,000. Wife will at all times keep Husband free, harmless, and indemnified from and against mortgage payable to Joseph P. Allen. The parties have no other joint debts of which the Plaintiff is aware. Each party shall assume, be solely responsible for, hold the other party harmless upon, and indemnify the other party for any debt created by that party both before and after the date of separation of the parties. Neither Husband nor Wife has any interest of any kind in any other real estate.

5. The parties agree that the Husband will claim the Wife as an exemption on their Federal Income Tax return for 1998.

6. Each party shall assume, be solely responsible for, hold the other party harmless upon, and indemnify the other party for any debt created by that party both before and after the date of separation of the parties.

7. 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 that if either shall be compelled to pay any further debt for the other, then the party for whose benefit such payments shall have been made will indem-

nify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

8. This Marital Dissolution Agreement shall be binding upon and inure to the benefit if the parties hereof, their personal representatives, heirs, and assigns.

9. Husband accepts the provisions of this Marital Dissolution Agreement in full and final settlement of all claims and demands for support or maintenance for himself and fully discharges Wife from all such claims and demands.

10. Each of the parties will execute and deliver to the other party any document that may be reasonably required to accomplish the intent 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 force and effect as shall be necessary to effectuate the terms of this Agreement.

11. The Husband acknowledges that this Agreement is made in reference to the divorce which will be filed in the above-named Court and Husband knowingly and freely waives filing an answer in this action, and this Agreement is signed by his hand in lieu of service of process.

12. Each party acknowledges that they have read this Marital Dissolution Agreement, that each has been furnished a written copy thereof, and that each agrees to abide by its terms and provisions. Husband and Wife each acknowledge that the provisions contained in this Marital Dissolution Agreement are irrevocable upon execution, are fair and equitable, and fairly and equitable settle all property rights between Husband and Wife arising out of their marital relationship. Except as otherwise expressly provided for herein, each party hereby waives and relinquishes to the other all rights or claims which each may have, or hereafter acquire, under the law of any jurisdiction respecting the other's property, including without limitation dower, courtesy, alimony, pensions, statutory allowance, homestead right and right to take against the

will of the other, inheritance, dissent or distribution or right to act as administrator or executor of the other's estate, except as proved by the expressed terms of this agreement. The Agreement applies to all property now owned by either party and to any property that either of them may acquire in the future. This Agreement makes adequate and sufficient provisions for the custody and support and maintenance of all minor children of the marriage. Further, the parties understand that the Court retains continuing jurisdiction over all custody, visitation, and support matters relating to the minor children of the marriage, and that the related provisions herein contained are subject to further Orders of the court in accordance with law. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, attorney's fees, or claims made by virtue of the laws of any jurisdiction, except as set forth herein. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud coercion, or misrepresentation, or for any reason not herein stated. This Agreement is the entire agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

13. With respect to each party's responsibility for payment of any debt or liability or obligation to hold the other harmless from the consequences thereof, the parties understand and agree that all such debts and obligations are non-dischargeable debts and obligations under 11 USC Section 523(a)(15), as amended of the United States Bankruptcy Code, this obligation being part of the financial support settlement for both parties and their minor children. This support financial obligation on the part of both parties is not a part of the division of property, the division of property is set forth elsewhere in this Marital Dissolution Agreement.

14. The parties agree that the effective of this Agreement is to be the date it is executed by the last to sign.

15. Husband and Wife each acknowledge that this Agreement is entered into after a full disclosure by the other of all financial

and other information relative to his or her and their joint income, debts, and ownership of property.

16. Husband acknowledges that W. Thomas Schmitz represents Wife, and not Husband; that he understands that he has the right to be represented by his own counsel now, or at any time during this divorce proceeding; and that he is not relying upon any representations or advice by W. Thomas Schmitz in entering into this Agreement, that he has received no legal advice from W. Thomas Schmitz, and that he does not want to rely upon any legal representation from W. Thomas Schmitz.

17. Any process in any action or proceeding commenced in the courts of the State of Tennessee or elsewhere having competent jurisdiction of both the subject matter and of the persons and arising out of this Agreement, that among other methods each party may be served by delivering or mailing the same, via registered or certified mail addressed to the other party at the address first above written or such other address as may be designated by either party in writing and delivered to the other party. Any such delivery or mail service shall be deemed to have the same force and effect as personal service with the State of Tennessee or the jurisdiction in which such action or proceeding may be commenced.

18. If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their signatures.

10-5-98
Date

X Chester James Wysocki
Chester James Wysocki

10-12-98
Date

Shirley Thressa Smith Wysocki
Shirley Thressa Smith Wysocki

STATE OF TENNESSEE

COUNTY OF Davidson

AFFIDAVIT

On this 5th day of October, 1998, personally appeared CHESTER JAMES WYSOCKI, to me known to be the person who executed the foregoing instrument and acknowledge that he executed the same as the free act and deed of said CHESTER JAMES WYSOCKI.

Sclenda B. Lamarr
Notary Public
My Commission Expires: 11/28/98

OFFICIAL SEAL
Notary Public - Tennessee
SCLENDA B. LAMARR
DAVIDSON COUNTY
My Commission Expires Nov., 28, 1998

STATE OF TENNESSEE

COUNTY OF Davidson

AFFIDAVIT

On this 12th day of October, 1998, personally appeared SHIRLEY THRESSA SMITH WYSOCKI, to me known to be the person who executed the foregoing instrument and acknowledge that she executed the same as the free act and deed of said SHIRLEY THRESSA SMITH WYSOCKI.

Marilyn A. Byrd
Notary Public
My Commission Expires: 5-27-2001

IT IS ACCORDINGLY ORDERED, ADJUDGED, AND DECREED THAT:

1. The bonds of matrimony between the parties are forever dissolved and the rights of an unmarried person are restored to each of them.

2. The marital dissolution agreement is approved and made a part of this final decree.

3. That the Wife's name be restored to her previous married name of Shirley Thressa Miller.

4. The costs of this cause are taxed to Wife.

5. That the Complaint is to reflect that the Wife's maiden name is Smith and not Miller as previously filed.

Marietta M. Shipley, Judge

APPROVED FOR ENTRY:

W. Thomas Schmitz (BPR #2338)
ATTORNEY FOR PLAINTIFF
P.O. BOX 773
BRENTWOOD, TN 37024-0773
(615) 333-5878

Certificate of Service

I hereby certify that I have, on this 17th day of December 1998, served the foregoing complaint on the Defendant by placing a true and correct copy of it in the U.S. mail with proper first class postage affixed and addressed to:

Mr. Chester James Wysocki
5570 S. New Hope Road
Hermitage, TN 37076

W. Thomas Schmitz

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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 21 day of DECEMBER , 19 98 , in the Case Number 98D3164 between WYSOCKI, SHIRLEY THRESSA Plaintiff, and WYSOCKI, CHESTER JAMES Defendant, as same remains of record in Vol. 432 , Page 79238 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 22 day of MARCH in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL