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First Title &
Escrow Co., Inc.

TRUE COPY

IN THE CHANCERY COURT FOR DICKSON COUNTY, TENNESSEE

CATHEY IRENE BRUNNER,
SSN: [redacted]7146

Plaintiff

V.

RONALD BRUNNER,
SSN: [redacted]9453
Defendant

FILED 3-7 20 00
3:50 P. M.
NANCY MILLER, C & M

Docket No.: 6295-99

Instr:200006070056941 Page: 1 OF 8
REC'D FOR REC 06/07/2000 12:51:39PM
RECORD FEE: $34.00
M. TAX: $0.00 T. TAX: $0.00

FINAL DECREE

This civil action came to be heard on the 7th day of March, 2000, before the Chancery Court of Dickson County, upon the complaint of the plaintiff, and the entire record, from all of which it satisfactorily appeared to the Court that the marriage of the parties is so fraught with irreconcilable differences as to entitle the parties to a divorce, and that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between them in the following manner:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into this day by and between **Ronald Brunner**, a resident of Davidson County, Tennessee (hereinafter referred to as "Husband"), and **Cathey Irene Brunner**, a resident of Dickson County, Tennessee (hereinafter referred to as "Wife").

Entered on Minute Book 91 Page 163
156
Clerk & Master

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife, having been married on August 28, 1993, in Huntsville, Alabama; and

WHEREAS, the marriage of the parties is fraught with irreconcilable differences; and

WHEREAS, the Wife has commenced a divorce action in the Chancery Court of Dickson County, Tennessee naming the Husband as defendant; and

WHEREAS, the Husband waives further service, and filing an answer pursuant to Tenn. Code Ann. § 36-4-103(a)(2), to wit:

"In lieu of service of process, the defendant may enter into a

written notarized marital dissolution agreement with plaintiff that makes specific reference to a pending divorce by a court and docket number or states that the defendant is aware that one will be filed in this state and that the defendant waives further service and waives filing an answer to the complaint. Such waiver of service shall be valid for a period of one hundred eighty (180) days from the date the last party signs the agreement. The agreement may include the obligation and payment of alimony, in solido or in futuro, to either of the parties, any other provision of the law notwithstanding. The signing of such an agreement shall be in lieu of service of process for the period such waiver is valid and shall constitute a general appearance before the court and answer which shall give the court personal jurisdiction over the defendant, and constitute a default judgment for the purpose of granting a divorce on the grounds of irreconcilable differences." and

WHEREAS, it is the desire of the parties to make a complete and final settlement of all property now owned by the parties and all property which may hereafter be acquired by either of

WHEREAS, each of the parties has given full and mature thought to the making of this agreement, and to all of the rights and duties contained herein; and

WHEREAS, each of the parties has full knowledge and has made full disclosure of all separate marital assets; and

WHEREAS, each of the parties has had benefit of counsel in connection with the preparation and execution of this agreement or has been informed of the advisability of obtaining same; and

WHEREAS, the defendant understands that Jack L. Garton represents the plaintiff in this case, and that he does not represent the defendant; and

WHEREAS, each of the parties understands that the agreements and obligations assumed by the other are assumed with express understanding and agreement that they are in full satisfaction of all obligations which each of the parties now has or might hereafter or otherwise have with regard to the other; and

WHEREAS, each of the parties agree to submit to the venue and jurisdiction of the Chancery Court of Dickson County, Tennessee, and each of the parties hereby acknowledge receipt of a signed and executed copy of this Agreement and a copy of the Complaint for Absolute Divorce;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing, as well as the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

1. **CHILDREN**

There are no minor children and none are expected.

2. **REAL PROPERTY**

The house and land located at 142 Kenner Avenue, Nashville, Tennessee 37205, is divested out of the Wife and vested solely in the Husband. The Husband has paid the Wife an agreed upon amount for her equity in the property. The Husband shall be solely responsible for the payment of any indebtedness secured by said property, and he shall indemnify and hold the Wife harmless therefrom.

3. **PERSONAL PROPERTY**

The personal property has been divided to the satisfaction of both parties.

4. **DEBT**

(a) The Wife shall be responsible for all debt, solely in her name, and she shall indemnify and hold the Husband harmless therefrom.

(b) The Husband shall be responsible for all debt solely in his name, and he shall indemnify and hold the Wife harmless therefrom.

5. **AUTOMOBILES**

(a) The Wife shall have, as her sole and separate property, the 1998 Honda Accord VIN 1HGCG5542WAD25942, and she shall be solely responsible for the payment of any indebtedness secured by said automobile.

(b) The Husband shall have, as his sole and separate property, the 1997 Nissan truck VIN 1N6S011596VC411912, and the 1992 Volkswagen VIN WVWEE4501NK013715, and he shall be solely responsible for the payment of any indebtedness secured by said automobiles.

6. **CREDIT**

The parties shall not charge or cause to be charged to the other party any purchases of goods or services which either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other.

7. **NON-COMPLIANCE**

Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

8. **SEVERANCE**

Should the Court hold that any portion of this Agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

9. **BINDING AGREEMENT**

Pending the entry of the Final Decree, the parties agree to the filing of this Agreement and/or specifically consent to and authorize the entry of a Consent Order binding them to the terms of this Agreement. By the signing of this Agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an order of the Court.

10. **PRIOR PERFORMANCE**

In the event any of the obligations created by this agreement have been performed in whole or in part by either of the parties prior to the date on which this agreement is submitted to the Chancery Court of Dickson County for ratification and confirmation, and is incorporated in a final decree of divorce, the party obligated to perform shall be given credit to the full extent of his or her performance.

11. With respect to the responsibility of each party for the payment of certain debts and liabilities, and the obligation to hold the other harmless therefrom, the parties understand and agree that their obligations shall not be discharged under the United States Bankruptcy Code. It is the intent of the parties that the obligations herein are not to be discharged consistent with 11 U.S.C. § 523(a)(5), and are in the nature of alimony and/or support under the guideline of IN RE Calhoun, 715 F.2d 1103 (1983). The parties further agree that notwithstanding the fact that either party may subsequently be discharged under the United States Bankruptcy Code, that the Court in which this

divorce action is adjudicated shall continue to have the power to enforce the terms and conditions of this agreement by whatever means necessary and proper and, for this reason, all questions pertaining to the enforcement of the terms and conditions of this agreement are reserved by the Court and continued under advisement by the Court for such further action as the Court may deem necessary.

12. In the event a creditor of either party seeks to compel the other party to pay any debt or obligation from which that party was relieved of responsibility by this agreement, and if said responsibility was given to the other party in this agreement, the party against whom the attempt to collect is being made shall be entitled to recover the amount of any payment he/she makes from the other party, including any interest and expenses to include, but not be limited to, attorney's fees incurred.

13. Each party represents and warrants that he/she has made a full disclosure of any and all of his/her property of any kind, in which he/she has any legal or equitable interest. If any property exists or should hereafter be discovered in which either party has any legal or equitable interest, and which is not specifically addressed in this agreement, such property shall be owned and held by the parties as tenants in common. Upon discovery of any such property by either party, the party discovering such property shall promptly notify the other party of such discovery.

14. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Husband and Wife hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, as a beneficiary of any life insurance policy, the right to take under any retirement or pension plan, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights, in law

or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Chancery Court of Dickson County, Tennessee, or in any other court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of the other, than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Each party acknowledges that he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement. This Agreement shall become binding upon the parties signing same.

Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Defendant/Husband for the purpose of granting a divorce on the grounds of irreconcilable differences.

WITNESS the HAND of the WIFE on this 6th day of March, 1999, and of the HUSBAND on this 11th day of February, 1999.

Cathey Irene Brunner
CATHEY IRENE BRUNNER

Ronald Brunner
RONALD BRUNNER

STATE OF TENNESSEE

COUNTY OF Robertson

Personally appeared before me, the undersigned notary public, the within named **Ronald Brunner**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 11th day of February, ~~1999~~ 2000.

Betty Eskew
Notary Public

My Commission Expires:

1-22, 03

STATE OF TENNESSEE

COUNTY OF DICKSON

Personally appeared before me, the undersigned notary public, the within named **Cathey Irene Brunner**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 6th day of March, 1999. 2000

Judy G. Gilbert
Notary Public

My Commission Expires:

Sept. 21, 2002

I.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony subsisting between the plaintiff and the defendant be, and the same hereby is, absolutely and perpetually dissolved, and that the parties be vested with all rights and privileges of unmarried persons.

II.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the foregoing Marital Dissolution Agreement entered into by the parties be, and it hereby is, ratified and confirmed in all respects, and incorporated herein by reference as a part of this decree, and made an order of this Court.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Wife be, and she hereby is restored to her maiden name, Cathey Irene Noel.

IV.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this action be taxed to the plaintiff. Execution shall issue to enforce the payment of costs, if necessary.

ENTERED this 7th day of March, 2000.

CHANCELLOR

Approved for Entry:

WHITE, REGEN & GARTON, PLC

By: _____
JACK L. GARTON
107 Professional Building
110 Mathis Drive
P. O. Box 190
Dickson, TN 37056-0190
(615) 446-2882

_____
RONALD BRUNNER

STATE OF TENNESSEE
DICKSON COUNTY
I, Nancy Miller, Clerk and Master for the Chancery Court of the said County, do hereby certify that the foregoing instrument contains a true and complete copy of Final Decree as same appears of record or on the file in Book 91 Page 156-163 of the records of Dickson County, Tennessee.
Given under my hand and seal this 8 day of June 2000
NANCY MILLER, Clerk and Master
By _____ D.C.