Instr:200006160060165 Page: 1 OF 15
REC'D FOR REC 06/16/2000 10:59:51AM
RECORD FEE: $62.00
M. TAX: $0.00 T. TAX: $0.00

FILED
2000 JUN -5 PM 1:3
RICHARD R. ROOKER, CLE
B Murray
D.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHRIS EVANS LAMBOS, SR.	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No. 99D-1145**
	)	
MYRTLE S. LAMBOS,	)	
	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 31st day of May, 2000, before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed herein, Answer and Counter-Complaint thereto and Marital Dissolution Agreement submitted to the Court for approval, from all of which the Court finds as follows:

That there exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.

That the Marriage Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the order of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Defendant, **MYRTLE S. LAMBOS,** is hereby awarded an absolute divorce on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and is in words and figures as follows:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHRIS EVANS LAMBOS, SR.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**No. 99D-1145**
	)	
MYRTLE S. LAMBOS,	)	
	)	
Defendant.	)	

FILED
MAY 31 2000
RICHARD R. ROOKER, Clerk
BY D. Lovvorn D.C. Deputy

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee, on this the 31st day of May, 2000, by and between **MYRTLE S. LAMBOS,** hereinafter referred to as Wife and **CHRIS EVANS LAMBOS, SR.**, hereinafter referred to as Husband.

WITNESSETH:

THAT WHEREAS, the parties are man and wife and as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling their property and support rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE:** The Wife shall proceed to trial and obtain a divorce on grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, be made part of the Court's Final Decree.

2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledge that a divorce action is pending under the above style and docket number in the Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court and waives further service of process.

3. **MINOR CHILDREN:** There are no minor children of this marriage.

4. **REAL ESTATE**: The parties acknowledge that they have no jointly titled real property; however, the parties acknowledge that the Wife has in her separate name three parcels of real estate. The parties acknowledge that said property constitutes the Wife's separate property and

subject to the life estate set forth below, the Wife shall be awarded all of the following property:

a. **Unit 1203, 6666 Brookmont Terrace, Nashville, Tennessee 37205**

LAND in Davidson County, Tennessee being Apartment Unit No. 1203 of Wessex Towers Condominium created under Title 64, Sections 2701 et seq., as amended, Tennessee Code , and as established by a Master Deed from Central Tennessee Investment Company, Inc. of record in Book 5414, page 634, Register's Office for Davidson County, Tennessee. Reference is hereby made to the plat of Wessex Towers Condominium Apartments, of record in Book 5200, page 142, said Register's Office, for a more complete identification and description of such unit.

The Husband shall be divested of any right, title or interest in and to the foregoing described property and all interest shall vest solely in the Wife. The Wife shall be responsible for all indebtedness associated with said property including mortgage, taxes, insurance, maintenance and utilities and shall hold the Husband harmless thereon. The parties acknowledge that the foregoing property is currently titled solely in the Wife's name and constitutes her separate property and the execution of this Marital Dissolution Agreement shall transfer any interest that the Husband may have acquired by virtue of the marriage of the parties to the Wife and shall have the same force and effect as a Quit Claim Deed.

b. **1902 West End Avenue, Nashville, Tennessee 37203**

LAND in Davidson County, Tennessee, being that portion of the easterly 150.00 feet of Lot No. 151 on the plan of John Boyd Home Place, of record in Book 21, page 39, Register's Office for said County, which lies south of Alley No. 382, described according to a survey made by Michael V. Holmes, Registered Land Surveyor, Tennessee No. 213, dated June 1, 1982.

BEING the same property conveyed to Myrtle Stanford Lambos by deed from R. D. Stanford, Jr. and H. E. Stanford, Trustees, of record in Book 3182, page 138, Register's Office for Davidson County, Tennessee.

The Husband shall be divested of any right, title or interest in and to the foregoing described property and all interest shall vest solely in the Wife. The Wife shall be responsible for any indebtedness associated with said property including mortgage, taxes, insurance, maintenance and utilities and shall indemnify and hold the Husband harmless thereon. The parties acknowledge that the foregoing property is currently titled solely in the Wife's name and constitutes her separate property and the execution of this Marital Dissolution Agreement shall transfer any interest that the Husband may have acquired by virtue of the marriage of the parties to the Wife and shall have the same force and effect as a Quit Claim Deed.

c. **Unit 34, 4040 Woodlawn Drive, Nashville, Tennessee 37205**

LAND in Davidson County, Tennessee, being Lot No. 2 on the Plan of the Resubdivision of Lot One, Third Revision of Stanford Center, of record in Plat Book 52 10, page 34 1, Register's Office of Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description thereof.

Being the same property conveyed to Myrtle S. Lambos by deed from Wellington 11 Limited Partnership, a Tennessee Limited partnership, in Book 10018, page 147, Register's Office for Davidson County, Tennessee.

Subject to the life estate set forth in paragraph 5 below, the Husband shall be divested of all right, title and interest in and to the above-described real property and all interest shall vest solely in the Wife. The Wife shall be responsible for all indebtedness associated with said property including mortgage, taxes, insurance, monthly condominum maintenance fee and major maintenance as defined below and shall indemnify and hold the Husband harmless thereon. The parties acknowledge that the foregoing property is currently titled solely in the Wife's name and constitutes her separate property and the execution of this Marital Dissolution Agreement shall transfer any interest that the Husband may have acquired by virtue of the marriage of the parties to the Wife and shall have the same force and effect as a Quit Claim Deed.

5. **LIMITED LIFE ESTATE:** The parties agree that the Husband shall be awarded a limited life estate in the property located at Unit 34, 4040 Woodlawn Drive, Nashville, Tennessee 37205 and more particularly described in paragraph 4c above. The Husband shall have the right to live in the foregoing described unit so long as the Husband's health permits him to do so without the assistance of a permanent live-in health care professional. In the event the Husband vacates the premises, or his health requires him to relocate to an assisted living facility or nursing home, then in that event, the above-described life estate shall be extinguished and this limited life estate in the property shall revert back to the Wife. The parties agree that said property shall not be used for any commercial purpose nor may the Husband sublet any portion of said premises. Further, the premises shall be for the sole and exclusive use of the Husband and no other person, family member or otherwise, may reside in the premises. The Husband shall not alter the floor plan of the premises and other than routine maintenance shall not cause any improvements to the premises without the written approval of the Wife. The Wife shall be responsible for mortgage, taxes, insurance, monthly condominium maintenance fee and all major maintenance being described as maintenance costs

exceeding $100.00. The Husband shall be responsible for minor maintenance with minor maintenance being described as maintenance costing $100 or less. The Husband shall keep the premises in reasonable repair and shall keep the premises clean and habitable at all times. Further, the Husband agrees to abide by all the rules, requirements and restrictions of the Homeowner's Association for said property. Should the Husband fail to abide by such rules, requirements and restrictions, and after actual notice, persists in said conduct or fails to comply, then his life estate shall be extinguished and he shall, within thirty days of notice thereof, vacate the premises. Further, the Husband's life estate shall extinguish in the event he vacates the residence, fails to reside in the residence full-time , fails to reside in the premises for any reason other than vacations or recreation for a period greater than sixty (60) days or upon notice from the Husband or his duly appointed conservator that he will no longer reside in the premises. Token habitation or part time residence in the premises shall not constitute full-time residence. It is the intent of the parties that the Husband be provided with a familiar and comfortable living arrangement so long as he can reside in the premises independently without permanent on-site care and supervision. It is not the intent of the parties that the Husband be allowed to maintain control of the premises when he derives no reasonable residential benefit therefrom. The Husband shall be responsible for all utilities associated with the premises and shall place all utilities in his name immediately and shall indemnify and hold the wife harmless thereon.

6. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The parties acknowledge that the premises located at Unit 34, 4040 Woodlawn Drive, Nashville, Tennessee 37205 currently is furnished with household furniture, furnishings and appliances that have been awarded to the parties or divided between them. The parties agree that the Wife may, in her sole discretion, remove some or all of the items of furniture, furnishings or appliances awarded to her or store said items in the condominium. For all such property awarded to the Wife, the Husband shall refrain from damaging, destroying, lending, selling, or otherwise removing said property from the premises.

The Wife shall be awarded the following items of household furniture, furnishings and appliances whether located in the residence at 4040 Woodlawn Drive or elsewhere.

Further, the Wife shall be awarded all furniture, furnishings or appliances or other personal property located at Unit No. 1203, 6666 Brookmont Terrace.

Foyer:
Table and Lamp

Living Room:
Damask Sofa
Rose Wingback Chair
End table
Black ebony, glass and brass coffee table
Gold curio cabinet
Oriental Rug
Portrait of Mrs Lambos
Dining Room:
Large Oriental rug
Dining room table
Large China Cabinet
Black ebony sideboard
Pair of matching sideboard lamps
Large silver service set
Miscellaneous pieces of silver in chest (two candlelabras, silver centerpiece bowl)

Kitchen:
Chest of flat silver (Towle King Richard)
Crystal China
China
Grandmother's crystal
Silver goblets

Hallway:
Four Pastel Portraits of children
Pictures of Myrtle's parents
Oriental Runner (hall rug)
Picture of four children

Master Bedroom:
King size bed with gold headboard
Mattress and springs
Cherry chest
Oriental jewel box
Crystal clock
Gold and white chest
Mirror (gold wood and glass)
~~Chaise Lounge~~
Glass table and lamp
Two hand carved bedside chests
Hand carved box (chest) and contents
Vases on chest
Television set

Master Bedroom, Bath, and Closet:
Clothes
Fur coat
Metal Chest
All personal articles
Vacuum cleaner

Storage Facility:
All contents except personal property of Husband

The Husband shall be awarded the following items:

Foyer:
Seat (animal print)
Umbrella stand

Living Room:
Mantle clock
Globe bar set
Two Oriental wood chairs
Magazine rack
Oriental planter
Book case
~~Portrait~~ KEL mal
Large television set

Dining Room:
Eight dining room chairs
Portrait (Nick)
Picture of Nick's father
Rack for tablecloths
Miscellaneous pieces of silver (large silver tray and two other trays with bone handles)

Kitchen:
Glass, wrought iron table and two chairs
Silver goblets
His Oriental China
His gold flatware

Hallway:
Armoire

Bath on Hallway:
Everything

Master Bedroom:
Oriental mirror (gold leaf with Greek key)
Pair of brass lamps
Oriental stool or table
Safe
Chaise Lounger KEL mal

Second Bedroom:
Black bedroom furniture
Pink lamp (Jade)
Bed table lamp
Television set

Den:
Desk
Chair
Sofa
Armoire and contents
Two tables
Lamps
Television set (small)

Storage Facility:
One-half sectional sofa
Large Oriental sofa pillows

Small coffee table
Miscellaneous personal property

Each of the parties is hereby divested of any right, title or interest they may have in and to the above described property awarded to the other party. As set forth in paragraph 6, the Wife may store such portions of her furniture or furnishings as she chooses in the residence located at Unit 34, 4040 Woodlawn Drive, Nashville, Tennessee 37205. Further, the Wife has a storage facility which contains property awarded to her under this Agreement and may contain some property awarded to the Husband. The parties agree that so long as the Wife chooses to lease this facility, the Husband may continue to store those items currently located therein at no cost to him.

7. **AUTOMOBILES**: The Wife shall be awarded the 1995 Cadillac Seville STS automobile now in her possession and the Husband shall be divested of all right, title and interest in said vehicle, and all interest shall vest solely in the Wife. The Wife shall be responsible for any indebtedness associated with said vehicle and shall indemnify and hold the Husband harmless thereon.

8. **BANK AND FINANCIAL ACCOUNTS**: Each of the parties is hereby awarded any and all bank accounts, trust accounts, or other accounts listed in their name individually, free and clear of any claim of the other party. Specifically the Wife shall be awarded as her sole and separate property, the First American Checking and Trust Account, and the Husband shall be divested from any interest in said accounts. The parties further agree that all joint checking accounts shall be closed immediately.

9. **DEBTS AND OBLIGATIONS**: Each of the parties shall be responsible for all debts and credit cards listed in their names individually, and shall indemnify and hold the other party harmless thereon.

In addition, the Wife shall be responsible for the following credit cards and charge accounts: MBNA MasterCard, Proffits, and Bloomingdales. The Wife shall indemnify and hold the Husband harmless for all of the foregoing accounts.

That the parties acknowledge that the Husband is currently involved in a bankruptcy proceeding and the Wife agrees that she shall be responsible for the timely payment of all attorney's fees and court costs in connection with said bankruptcy proceeding and shall

indemnify and hold the Husband harmless from repaying said fees or costs. Except as specifically set forth herein, any and all debts, expenses, credit card obligations or charge accounts incurred by the Husband shall be his sole and separate responsibility and he shall indemnify and hold the Wife harmless thereon.

10. **ALIMONY:** The Wife shall pay to the Husband as alimony *in futuro* the sum of $875 per month due the first day of each and every month directly to the Husband until his death or remarriage. The first such payment shall commence June 1, 2000 and be due and payable the first day of each month thereafter. In addition, the Wife shall open a charge account at a drug store or pharmacy selected by the Husband wherein the Husband shall be allowed to charge his reasonable and necessary prescription drugs and medical supplies. He shall also be allowed to charge necessary non-prescription medications and supplies in connection with the Husband's diabetes. The Husband agrees to charge no more than sixty (60) days' worth of prescription medicine or medical supplies at any one time and said account shall be used for the above-described prescription drugs, medical supplies and non-prescription medications in connection with the Husband's diabetes only. Any other charges not in compliance with this provision shall be the responsibility of the Husband. The Wife shall be responsible for timely paying the charge account directly to the pharmacy and she shall indemnify and hold the Husband harmless thereon. In addition, the Wife shall be responsible for timely paying all of the Husband's monthly Medicare payments and his Blue Cross/Blue Shield health insurance premium, if available, as well as all reasonable and necessary out of pocket medical expenses for the Husband including, but not limited to, uncovered medical, dental, and eye expenses not covered by Medicare or insurance directly to the provider and she shall indemnify and hold the Husband harmless thereon. In the event the Wife or her representatives determine that it is not economically beneficial to carry the Blue Cross/Blue Shield insurance, she may cancel same provided she pays any medical expenses which the insurance would have covered.

The parties acknowledge that it may be necessary for the Husband to relocate his residence to an assisted living or nursing home facility in the future. The parties agree that either party, upon simple Motion, may move the Court to review the alimony arrangement set forth herein in the event the parties are unable to reach an agreement in this regard.

11. **FUTURE SUPPORT:** The parties agree that should the Wife predecease the

Husband, it would be necessary to provide for the future support, care and maintenance of the Husband until his death or remarriage as required under the terms of this Agreement. Therefore, the parties agree that the Wife shall make such arrangements as are necessary, by will or otherwise, to provide for the continued care and maintenance of the Husband until his death or remarriage as required under the terms of this Agreement in the event she predeceases him. The Wife shall provide the Husband with a copy of her will and any subsequent modifications thereto or such other instruments as evidence that she has made suitable arrangements to provide monies in trust to fund her support obligations herein in the event she predeceases the Husband. At the Husband's death, all such funds held in trust including any remaining corpus and income shall revert back to the Wife's estate or her beneficiaries thereunder. The Wife agrees that she shall not dissipate her estate by *inter vivos* gift or otherwise to defeat the provisions of this paragraph. The parties agree however that any claim the Husband may have against the estate of the Wife shall be limited to the alimony and support provisions set forth under the terms of this Agreement.

12. **FEDERAL INCOME TAX**: Parties agree that for the tax year 2000 and all future tax years, the parties shall file individual Federal Income Tax Returns.

13. **ATTORNEY'S FEES AND COURT COSTS**: Each party shall pay their own attorney's fee. The Wife shall pay the court costs incurred in this cause.

14. **MISCELLANEOUS PROVISIONS**: A. 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 therefore, such obligation is intended to be a support obligation under 11 U.S.C. 523 (a) (5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be dischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523 (a) (5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable. However, the parties acknowledge the determination of any issue arising under this section is in the exclusive jurisdiction of the United States Bankruptcy Court.

B. 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 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 responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

C. In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses including attorney's fees incurred in prosecuting said action.

D. It is understood and agreed between the parties, that this Agreement shall be introduced in the proceedings in the Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

E. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other, all rights and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor of the other's estates except as provided by the terms of this Agreement. This Agreement applied to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

F. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

G. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

H. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the

parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

I. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not effect the other provisions of this Agreement, said provisions being severable.

J. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

K. This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

L. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party convenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debts of the other, than the party for those whose benefit such payments shall be made, will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

M. Both parties acknowledge that neither of them are relying on any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court, shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may

now have or which might accrue to or against the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final, and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

MYRTLE S. LAMBOS

CHRIS EVANS LAMBOS, SR.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public for the above County and State, the above named **MYRTLE S. LAMBOS**, with whom I am personally acquainted and who executed the foregoing document for the above described purposes, on this the 30th day of May, 2000.

NOTARY PUBLIC

My Commission Expires: 11/29/2003

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public for the above County and State, the above named **CHRIS EVANS LAMBOS, SR.**, with whom I am personally acquainted and who executed the foregoing document for the above described purposes, on this the 30 day of May, 2000.

NOTARY PUBLIC

My Commission Expires: 9-29-01

It is further **ORDERED, ADJUDGED AND DECREED** that each of the parties shall pay their own attorneys' fees, and the Defendant shall pay the court costs incurred in this cause.

This the 5 day of June, 2000.

JUDGE MARIETTA M. SHIPLEY

APPROVED FOR ENTRY:

Rose T. Palermo, #3330
Attorney for Plaintiff
Post Office Box 121857
Nashville, TN 37212
(615) 244-4270

Phillip Robinson, #3023
Attorney for Defendant
213 Third Avenue North
Nashville, Tennessee 37201
(615) 242-5453

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been mailed to Rose T. Palermo, Attorney for Plaintiff, Post Office Box 121857, Nashville, TN 37212 on this the 31st day of May, 2000.

Phillip Robinson

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 05 day of JUNE , 2000 , in the Case Number 99D1145 between

LAMBOS, CHRIS E Plaintiff, and

LAMBOS, MYRTLE STANFORD Defendant,

as same remains of record in Vol. 1197 , Page 219522 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 14 day of JUNE in the year two thousand and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

By KC Baltz
Deputy Clerk

SEAL

