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RECORD FEE: $42.00
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PICK-UP

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1999 JUN 24 PM 2:23
RICHARD R. ROOKER, CLERK
B Murray D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

COLEEN THERESA QUINN
Plaintiff/Wife

vs.

CHARLES A. EBERHARDT
Defendant/Husband

Docket No. 99D-901

FINAL DECREE OF DIVORCE

This cause came on to be ~~heard~~ Granted upon the 24 day of June, 1999, before the Honorable Marietta Shipley, Judge of the Second Circuit Court, upon the pleadings heretofore filed in this cause, submission to the Court of a duly executed Marital Dissolution Agreement, expiration of the statutory waiting period, and the entire record. From all of which the Court finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provision for the support and maintenance of the two (2) minor children of the parties and for the equitable settlement of any property rights between the parties.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Wife, Coleen Theresa Quinn, should be and is hereby granted an absolute divorce from the Husband, Charles A. Eberhardt, upon the grounds of Irreconcilable Differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK
B. Ramos D.C.

COLEEN THERESA QUINN,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. 99D-901**
	)	
CHARLES A. EBERHARDT,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Coleen Theresa Quinn, hereinafter referred to as "WIFE" and Charles Anthony Eberhardt, hereinafter referred to as the "HUSBAND" have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for custody of the parties' two (2) minor children, and for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Second Circuit Court for Davidson County, Tennessee, and docketed at number 99D-901, to which reference is specifically made; and,

WHEREAS, there are two (2) minor children born of this marriage, namely to wit, Cara Shea Eberhardt (d.o.b 2/8/8/) and Quinn Spencer Eberhardt (d.o.b. 2/27/91); and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **NO INTERFERENCE**. It is agreed by and between the parties that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

2. **DIVORCE**. It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

3. **CHILD RELATED MATTERS**. It is agreed by and between the parties that all issues pertaining to the support, care and residence of their minor children are contained in the Permanent Parenting Plan, which is attached hereto and incorporated by reference herein.

4. **PERSONAL PROPERTY**. (A) Vehicles. The parties agree that the Wife shall own as her sole property the 1993 Chevrolet Suburban truck which she currently drives as her vehicle, free and clear of any right, title or interest of the Husband. The Wife agrees to be solely responsible for, and to indemnify and hold the Husband harmless from, any liability for the encumbrance of this vehicle.

It is further agreed by and between the parties that the Husband shall own as his sole property the 1993 Ford Escort automobile which he currently drives as his vehicle, free and clear of any right, title or interest of the Wife. The parties acknowledge that this vehicle is unencumbered.

(B) Household Furniture, Fixtures and Appliances. The parties agree that they have divided their household goods without the necessity of listing each item herein. The parties further agree that there are certain items which will become the sole property of the Husband but that the Husband will be allowed to let these items remain in the homeplace until at such time that he has a place for storage or permanent placement of these items. The parties agree that the below listed items are the sole property of the Husband in this cause and that the Wife makes no claim for the ownership of these items:

> glass top drawing table, roll top desk, entertainment center oak corner cabinet, shopsmith woodworking equipment, bandsaw, miter saw, rolling tool chest & accessory contents, ten speed bike, shop lights, wheelbarrow, 12-foot ladder and work bench, and oak chest of drawers.

(C) Bank Accounts. It is agreed that each party shall own as his or her own sole property all funds on deposit in any and all bank accounts, being checking, savings or otherwise that each party has in his or her sole name. The parties agree that their joint bank account shall be used to pay off their joint living expenses and then the account shall be closed, any remaining balance being divided equally between them.

5. **REAL PROPERTY**. It is agreed by and between the parties that the Husband

shall relinquish any interest that he might have in the real property owned by the parties located at 6473 Fleetwood Drive, Nashville, Davidson County, Tennessee, and more specifically described below. Any interest of the husband in the aforesaid property shall be divested from him and reinvested in the Wife so that she shall own this property free and clear of any right, title or interest of the Husband. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 286 on the Plan of Horton Heights, Section H as of record in Book 3600, page 100, Register's Office for said County.
>
> Said Lot No. 286 fronts 183.0 feet on the easterly margin of Fleetwood Drive and extends back 259.6 feet on the northerly line and 153.0 feet on the southerly line to a line in the rear measuring 256.8 feet thereon.
>
> Being the same property conveyed to Coleen T. Quinn and husband Charles A. Eberhardt by deed from Ram G. Navalkar and Wife, Shubhangi R. Navalkar, of record in Book 6982, page 463, Register's Office for Davidson County, Tennessee.

The parties further agree that the Wife shall be solely responsible for all encumbrances on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon.

The wife agrees to pay the Husband the sum of Sixty-Eight Thousand and no/100 ($68,000) Dollars for his interest in the equity in the said residence, within twelve (12) months of entry of the Final Decree of Divorce. If the Wife is unable to refinance the mortgage or make other arrangements to pay the Husband this sum, the Husband shall have the right to ask the Court by Motion to order the sale of the property.

6. **DEFERRED INCOME AND RETIREMENT BENEFITS**. The parties acknowledge that the Wife has acquired an interest in certain deferred income and/or retirement benefits as a result of her employment during the marriage. The Husband agrees to relinquish any right, title or interest that he might have in those benefits of the Wife, so that she shall own her retirement benefits as her sole property, free and clear of any right, title or interest of the Husband.

The parties further acknowledge that the Husband has acquired an interest in certain deferred income and/or retirement benefits as a result of his employment during the marriage. The Wife agrees to relinquish any right, title or interest that she might have in those benefits of the Husband, so that he shall own his retirement benefits as his sole property, free and clear of

any right, title or interest of the Wife.

7. **MARITAL DEBTS**. The Wife agrees to be solely responsible for the debt to her credit union and the Wife agrees to indemnify and hold the husband harmless therefrom.

The Husband agrees to be solely responsible for any debts he has acquired in his name, and the Husband agrees to indemnify and hold the Wife harmless therefrom.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and no set forth specifically herein, and that they shall indemnify and hold the other harmless thereon.

8. **ALIMONY**. It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

9. **NO FURTHER ENCUMBRANCES**. It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

10. **ATTORNEY FEES**. It is agreed by and between the parties that the parties shall pay their own attorney fees for representation in this matter.

11. **COURT COSTS**. It is agreed by and between the parties that the Court costs in this action shall be taxed equally to the parties, for which execution may issue if necessary.

12. **PERMANENT INJUNCTION**. It is agreed by and between the parties that both parties shall be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening or intimidating the other.

13. **FURTHER NECESSARY ACTS**. It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

14. **ESTATE WAIVER**. It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of their 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 or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy,

statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/ix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them acquire in the future.

15. **ENTIRE AGREEMENT**. It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

16. **ENFORCEMENT**. It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

17. **NO OTHER ASSETS**. The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

18. **NO UNDUE INFLUENCE**. 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.

19. **SEVERABILITY**. In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect other provisions of this Agreement, said provisions being severable.

20. **AFTER ACQUIRED PROPERTY**. The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may

acquire additional property, either real, personal or mixed. The parties agree that each shall own such after acquired property as his or her sole property, free and clear of any right, title or interest of the other.

21. **ACCEPTANCE BY THE PARTIES**. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment therefrom, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC § 523(5) of the Bankruptcy Code, this obligation being part of the final financial settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

22. **TAX EXEMPT STATUS**. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

23. **NO TAX ADVICE**. Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the 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.

WITNESS OUR HANDS, this 10th day of June, 1999 as to the Wife, and this 10th day of June, 1999 as to the Husband.

Colleen Theresa Quinn
COLEEN THERESA QUINN

Charles Anthony Eberhardt
CHARLES ANTHONY EBERHARDT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named COLEEN THERESA QUINN, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me, this 10th day of June, 1999.

Mattie Lee Black
NOTARY PUBLIC

My Commission Expires: 5/27/2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CHARLES ANTHONY EBERHARDT, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

Sworn to and subscribed before me, this 10th day of June, 1999.

Barbara Jean Fisher
NOTARY PUBLIC

My Commission Expires: 7/28/2001

The current addresses of the parties are as follows:

Wife	Husband
Coleen Theresa Quinn	Charles A. Eberhardt
6473 Fleetwood Drive	1615 Woodmont Boulevard
Nashville, TN 37209	Nashville, TN 37203

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause should be and are hereby taxed equally to the parties for which let execution issue, if necessary.

ENTER this 24 day of June, 1999.

Martha M. Sydney
JUDGE

APPROVED FOR ENTRY:

Mary Arline Evans
MARY ARLINE EVANS No. 12067
Attorney for the Wife, Coleen Theresa Quinn
214 Third Avenue North
Nashville, TN 37201
Telephone : (615) 244-2070
Facsimile : (615) 254-5639

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been placed in the United States mail, first-class, postage pre-paid, addressed to: James L. Curtis, attorney for the Husband, Charles A. Eberhardt, at Washington Square, Suite 204, 214 Second Avenue North, Nashville, Tennessee, 37201-1647, this 24th day of June, 1999.

Mary Arline Evans
MARY ARLINE EVANS

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 24 day of JUNE , 1999 , in the Case Number 99D901 between QUINN, COLEEN THERESA Plaintiff, and EBERHARDT, CHARLES A Defendant, as same remains of record in Vol. 695 , Page 127396 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 JULY in the year two thousand and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By M. England
Deputy Clerk