IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BETTY LYNN McKENZIE,)
Complainant,)
vs.)
MORRIS MCKENZIE, JR.,)
Defendant.)

1999 OCT -4 PM 1:37
RICHARD R. ROOKER, CLERK
D.C.

NOTICE OF ENTRY REQUIRED

NO. 99D-2156

Davidson County DEEDDIV
Recvd: 10/17/00 09:38 9pgs
Fees:38.00 Taxes:0.00
20001017-0102768

FINAL DECREE/JUDGMENT OF DIVORCE

This cause came to be granted upon Complaint for Divorce filed by the Complainant/Wife, Betty Lynn McKenzie, in the above styled cause. It appears to the Court that the parties have entered into a signed notarized Marital Dissolution Agreement as provided for by **TENN. CODE ANN. § 36-4-103** and that the time prescribed by law has lapsed since the filing of the original Complaint. The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for an equitable settlement of any property rights between the parties; all of which it is found that Wife is entitled to an absolute divorce from Husband on the ground of Irreconcilable Differences. It further appears to the Court that there are no child of this marriage and that the parties own no real property other than what is listed in the Marital Dissolution Agreement. It is

THEREFORE ORDERED, ADJUDGED AND DECREED that Wife, Betty Lynn McKenzie, should be and is hereby awarded an absolute divorce from Husband, Morris McKenzie, Jr., on the ground of Irreconcilable Differences and restored to all rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. It is

FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement is hereby approved and ratified in full, and incorporated in this Final Decree in toto as follows:

99D2156

FILED

1999 AUG 18 PM 1:51

RICHARD R. ROOKER, CLERK

A. BROOKS D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into by and between the parties, **BETTY LYNN McKENZIE**, hereinafter referred to as "Wife", and **MORRIS McKENZIE, JR.**, hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Wife's Complaint and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is presently pending a Complaint for Absolute Divorce in the Second Circuit Court for Davidson County, Tennessee, styled **Betty L. McKenzie vs. Morris McKenzie, Jr.**, Docket Number 99D-2156.

WHEREAS, the parties intend and it is the purpose of this agreement to provide for a just and equitable distribution of the parties' assets.

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. **CONSIDERATION**: Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. **NO INTERFERENCE**: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he/she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him/her.

3. **TRIAL**: Wife shall proceed to trial on the grounds of Irreconcilable Differences and submit the Marital Dissolution Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

4. **PERSONAL PROPERTY:** Husband shall be divested out of all right, title and interest which he may have in items of personal

property and household furnishings belonging to and now in possession of Wife, and said right title and interest shall be vested in Wife solely. Wife shall be divested out of all right, title and interest which she may have in items of personal property and household furnishings belonging to and now in possession of Husband and said right, title and interest shall be vested in Husband solely.

5. **REAL PROPERTY**: Wife shall be divested out of all right, title and interest she may have in the marital residence located at 6536 Cougar Drive, Nashville, Davidson County, Tennessee and same shall be vested in Husband solely. Husband shall be divested out of all right, title and interest he may have in the Wife's real property located at 214 Old Hickory Boulevard, Unit 142, Nashville, Davidson County, Tennessee and same shall be vested in Wife solely.

6. **VEHICLES**: Husband shall retain ownership of the 1995 Ford Ranger vehicle; and all right, title and interest shall be divested out of Wife, and vested in Husband solely. Further, Husband shall be responsible for any and all indebtedness owed on said automobile and hold Wife harmless of same. Wife shall retain ownership of the 1992 Ford Tempo and the 1996 Ford Mustang automobiles; and all right, title and interest shall be divested out of Husband and vested in Wife solely. Further, Wife shall be responsible for any and all indebtedness owed on said automobiles and hold Husband harmless of same.

7. **401K PLANS:** Wife shall be divested out of all right, title and interest she may have in the Husband's 401K Plan and same shall be vested in Husband solely. Husband shall be divested out of all right, title and interest he may have in the Wife's 401K Plan and same shall be vested in Wife solely.

8. **DEBTS**: Each party agrees to be responsible for any indebtedness incurred in his/her own name, unless specifically provided for otherwise herein, and each agrees to hold the other party harmless from same.

9. **ACCEPTANCE OF THE PARTIES/BANKRUPTCY**: With respect to each party's responsibility for payment of certain debts and liabilities and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their

obligation shall not be discharged as a debt under the Bankruptcy Code. Further, the parties agree that notwithstanding the fact that either party may subsequently be discharged under the Bankruptcy Code, that the Court in which this divorce action is heard, shall continue to have the power to enforce the terms and conditions of this agreement by such powers or means as the Court may deem necessary, and that 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. In the event a creditor of either party seeks to compel the other party to pay any debt 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 the amount of any payment he/she makes, including interest, and any expenses, including but not limited to attorney's fees, incurred in defending the creditor's claim.

10. **ENFORCEMENT PROVISION**: In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable. Further, in the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney's fees, expenses and court costs in the enforcement of same.

11. **FAIRNESS OF AGREEMENT**: The parties acknowledge that the provisions of this agreement for their support and maintenance are fair, adequate and satisfactory to them and in keeping with their accustomed standard of living and reasonable requirements.

12. **VOLUNTARY ACCEPTANCE**: The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress and coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for an equitable distribution of the parties' assets.

13. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties. There are not representations, warranties or promises other than those expressly set forth herein.

14. **ASSETS**: 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.

15. **ESTATE WAIVER**: In consideration of this agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators, and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead dower, or courtesy rights or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, pensions, and/or retirement funds, all rights to elect against the other's Will; and each party releases the other from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relations of the parties hereto except as expressly provided in this agreement; and each party is forever barred from having or asserting any such right, claim, demands or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

16. **ADDITIONAL INSTRUMENTS**: Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties, as part of the consideration of the parties'.

17. **MODIFICATION AND/OR WAIVER**: The parties understand that no modification or waiver of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature and this provision cannot be waived by oral agreement.

18. **EFFECTIVENESS**: This Agreement shall be governed by the laws of the State of Tennessee and becomes effective upon signing.

19. **UNDERSTANDING OF THE PARTIES**: This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

20. **TAX LIABILITIES:** Counsel preparing this Marital Dissolution Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property and has advised each party to seek other independent legal advice as to tax consequences and penalties of any transfer.

21. **ATTORNEY'S FEES**: Each party shall be responsible for paying his or her own attorney in connection with the negotiation of this Agreement and the divorce proceedings.

22. **COURT COSTS:** The costs of this cause shall be assessed against the Husband for which execution shall issue if necessary.

23. **LEGAL REPRESENTATION:** Wife is being represented in this action by Fletcher W. Long and Husband has been informed that it is perhaps in his best interest that he obtain counsel. Having been so advised, he has chosen not to obtain counsel at this time and enters into this agreement with due and proper consideration, fully understanding its terms and provisions.

24. **SERVICE OF PROCESS:** Both parties, through their notarized signatures, waive service of process.

Betty L. McKenzie
BETTY LYNN McKENZIE

Morris McKenzie Jr.
MORRIS MCKENZIE, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, Ms. Betty L. McKenzie with whom I am personally acquainted *(or proved to me on the basis of satisfactory evidence)*, and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

This 16th day of August, 1999.

NOTARY PUBLIC

My Commission Expires:

_____

NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 29, 2003

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, Mr. Morris McKenzie, Jr. with whom I am personally acquainted *(or proved to me on the basis of satisfactory evidenced)*, and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

This 16th day of August, 1999.

NOTARY PUBLIC

My Commission Expires:

_____

NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 29, 2003

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed against the Husband for which execution shall issue if necessary. It is

FURTHER ORDERED, ADJUDGED AND DECREED that Fletcher W. Long is hereby relieved as attorney of record for Wife after the signing and entering of this Final Decree/Judgment of Divorce.

ENTERED this 4 day of ~~September~~ October, 1999.

HONORABLE MARIETTA SHIPLEY
Judge of Second Circuit Court

APPROVED FOR ENTRY:

FLETCHER W. LONG, #15775
Attorney for Complainant/Wife
Duzane, Kooperman & Mondelli
603 Woodland Street
Nashville, TN 37206
(615) 259-1214

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree/Judgment of Divorce has been forwarded by U. S. Mail to Mr. Morris McKenzie, Jr., 6536 Cougar Drive, Nashville, TN 37209 on this 20th day of September, 1999.

FLETCHER W. LONG

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 04 day of OCTOBER , 1999 , in the Case Number 99D2156 between MCKENZIE, BETTY L Plaintiff, and MCKENZIE, MORRIS JR Defendant, as same remains of record in Vol. 852 , Page 156203 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 17 day of OCTOBER in the year two thousand and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk

SEAL

RICHARD R. ROOKER
CIRCUIT COURT CLERK