FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1999 AUG 31 AM 9:29

RICHARD R. ROOKER, CLERK

B Murray D.C.

DORIS DENESE HOUFEK,
Plaintiff,

vs.

DARNELL WADE HOUFEK,
Defendant.

Docket No. 99D-1895

FINAL DECREE

This cause came on to be heard upon the plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce as provided for by T.C.A. §36-4-101(11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties through the Marital Dissolution agreement, and more specifically, the terms of that Agreement are as follows:

Davidson County DEEDDIV
Recvd: 08/15/02 11:10 6pgs
Fees:32.00 Taxes:0.00
20020815-0098892

SECOND CIRCUIT

FILED
1999 JUN 28 PM 1:09
RICHARD R. ROOKER, CLERK

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DORIS DENESE HOUFEK)
)
VS.) DOCKET NO. 99D1895
)
)
DARNELL WADE HOUFEK)

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 28th day of May, 1999, by and between DORIS DENESE HOUFEK, hereinafter referred to as "Wife", and DARNELL WADE HOUFEK, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. _____, the parties do agree as herein below set out:

1. The only real property in which the parties share a joint interest is a house and lot located at 313 South 11th Street, Nashville, Tennessee, 37206. With regard to said real property, the parties agree as follows:

(a) The Husband shall have all right, title and interest in and to said real property; and the Wife hereby by waives any interest in, or rights to said real property she may have. All interest in and to said real property is hereby divested out of the Wife and vested solely in the Husband.

(b) The Husband hereby agrees to be solely responsible for the timely repayment of the mortgage indebtedness, taxes, insurance and maintenance on said real property; and he shall hold the Wife harmless therefrom.

(c) The Husband has paid to the Wife the sum of Ten Thousand Dollars ($10,000.00) as and for her interest in and to said real

property. The Wife agrees to execute a Quit Claim Deed in favor of the Husband, wherein she shall convey all of her right, title and interest in and to said real property solely to the Husband.

(d) The parties hereby agree to sign any other documents necessary in order to effectuate the provisions herein.

2. The vehicle driven by the Husband, and the 1992 Plymouth Voyager vehicle driven by the Wife, which are currently titled in their respective names, shall be and remain their separate property; and each party hereby agrees to be solely responsible for any debt and encumbrance secured by their respective vehicle .

3. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

4. The parties hereby agree that, except as described herein, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

5. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

6. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signature.

DORIS DENESE HOUFEK

DARNELL WADE HOUFEK

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, DORIS DENESE HOUFEK, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 28th day of May, 1999.

NOTARY PUBLIC

My commission expires:
COMMISSION EXPIRATION
7-28-2001
.

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, DARNELL WADE HOUFEK, with whom I am personally acquainted, and who acknowledged to me that he signed the within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 28th day of May, 1999.

NOTARY PUBLIC

My commission expires:
COMMISSION EXPIRATION
.

It is, THEREFORE, ORDERED that the bonds of matrimony binding the parties hereto be absolutely and forever dissolved and the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties being Doris Denese Houfek, 1598 Crestview Drive, Apt. G-121, Madison, TN 37115, Darnell Wade Houfek, 313 South 11th Street, Nashville, TN 37206 be vested with the rights and privileges of an unmarried person; that the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the plaintiff.

For all of which execution may issue as necessary.

ENTER, this 31 day of August, 1999.

JUDGE

SUBMITTED FOR ENTRY:

TED F. WALKER
Sup. CT. Reg. No. 5259
Attorney for Plaintiff
1820 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7707

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished via U.S. Mail, postage prepaid to the defendant at the above address this _____day of August, 1999.

TED F. WALKER

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 31 day of AUGUST , 1999 , in the Case Number 99D1895 between HOUFEK, DORIS DENESE Plaintiff, and HOUFEK, DARNELL WADE Defendant, as same remains of record in Vol. 801 , Page 146825 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 13 day of AUGUST in the year two thousand two and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

