FILED

1999 SEP 10 AM 8:25

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

RICHARD R. ROOKER, CLERK

B Murray D.C.

CAREN RILEY CONNELL
Plaintiff

vs.

WALTER JOSEPH CONNELL
Defendant

No. 99D-2016
Notice of Entry Requested

FINAL DECREE

It appearing to the Court that the statutory period in the above referenced irreconcilable differences divorce has ended, and that the Notice of Submission was filed on August 27, 1999, and upon the Complaint for Absolute Divorce filed by Mrs. Connell, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Caren Riley Connell, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does adequately provide for the equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

Davidson County DEEDDIV
Recvd: 09/12/02 14:26 10pgs
Fees:52.00 Taxes:0.00
20020912-0111406

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1999 JUL 13 AM 11:52
RICHARD R. ROOKER, CLERK
D.C.

CAREN RILEY CONNELL
Plaintiff

vs.

WALTER JOSEPH CONNELL
Defendant

No. 99D-2016

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between CAREN RILEY CONNELL, hereinafter called "Wife", and WALTER JOSEPH CONNELL, hereinafter called "Husband".

W I T N E S E T H

WHEREAS, the parties are married and there are no minor children; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan, Attorney, and the Husband is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases 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. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such

unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. 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 is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably

necessary to give full effect to this agreement.

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 fee 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.

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.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, 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 this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of

either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns previously filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court for Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

Wife agrees to pay all Court cost arising out of said divorce proceeding if uncontested.

PERSONALTY. The parties agree to split the personal property as outlined below.

Husband shall be entitled to keep the following personal property free and clear of any and all claims of Wife:

All personal property already in Husband's possession
Green Leather Chair
Husband's stereo
Husband's Mother's china
the older large television
All Husband's clothes and other personal effects.

Husband agrees to assume any liability associated with this property and will hold Wife harmless thereon.

Wife shall be entitled to keep the remaining household property and will assume any liability associated with this property and will hold Husband harmless thereon.

It is further agreed that Wife will have possession and title to the Parties' 1995 Ford Aerostar Van and the 1996 Ford F10 Pickup. Wife agrees to assume any liability associated with these vehicles and hold Husband harmless thereon.

Each party agrees to execute any document necessary to effectuate change of title.

DEBTS. Except as outlined below, the parties have no joint debt. The parties further agree that each party shall be responsible for any debt in his or her own name and will hold the other party harmless thereon.

The parties further agree that the this division of debt shall be considered reasonable and necessary for the other party's support. This support debt will be non-dischargeable in the event of a bankruptcy of the obligor spouse, pursuant to 11 U.S.C Section 523(a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

REAL ESTATE. The parties own real property located at 3514 Sanford Avenue, Nashville, Tennessee 37211. Husband agrees to convey and quit claim and by signing this agreement does convey and quit claim to Wife, any and all interests in the property at 3514 Sanford Avenue, Nashville, TN 37211, more completely described below:

> A certain tract or parcel of land located in Davidson County, Tennessee, described as follows, to-wit;
>
> Land in Davidson County, Tennessee, being Lot No. 28 on the Map of D.M. Mincy's Addition to Flatrock of record in Book 547, page 24, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 28 fronts 50 feet on the easterly side of Sanford Avenue and extends back between lines, 178.0 feet on the northerly side line and 177.75 feet on the southerly side line to a dead line on the rear measuring 50 feed thereon.
>
> Being the same property conveyed to Caren Riley Connell and husband, Walter J. Connell by deed from Blanche Tracey of record in Book 10455, page 595, Register's Office for Davidson County, Tennessee.

Wife agrees to assume all liability associated with this property and will hold Husband harmless thereon. Husband further agrees that if it is required, he will sign any additional document in addition to this quit claim provision herein if required to effectuate change of title. In concideration of quit claim by Husband to wife, Wife agrees to pay $ 000 sum in form of cash AND U-HAUL Rel by 10

ALIMONY. Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEY FEES. Each party shall pay his or her own attorney fees.

PENSIONS. The parties agree to give up any right they might have to the other parties' retirement or pension. Each party will therefore retain the right to their individual pension and retirement free and clear of all claims of the other party.

BANK ACCOUNTS. Each party shall be entitled to keep any bank, checking or other account in his or her own name, free and clear from any claim of the other.

STOCK. Each party shall be entitled to keep any stock or bonds in his or her own name, free and clear from any claim of the other.

CAREN RILEY CONNELL

WALTER JOSEPH CONNELL

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

On this 7th day of July, 1999, personally appeared CAREN RILEY CONNELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

NOTARY PUBLIC

My Commission Expires:
September 18, 1999

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

On this 7th day of July, 1999, personally appeared WALTER JOSEPH CONNELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

NOTARY PUBLIC

My Commission Expires:
September 18, 1999

It is further ORDERED, ADJUDGED and DECREED that the Complainant shall be restored to her prior name of Caren Lynn Baughman.

It is further ORDERED, ADJUDGED and DECREED that the Wife shall pay all Court costs arising out of said divorce proceeding, for all of which execution may issue if necessary.

ENTER this the 10 day of September, 1999.

JUDGE MARIETTA SHIPLEY

APPROVED FOR ENTRY:

Robyn Lynne Ryan #12782
Attorney for Plaintiff
5th Floor St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219
(615) 242-3996

CERTIFICATE OF SERVICE

I certify that I have sent a true and exact copy of the above Final Decree to Walter Joseph Connell at 1111 Wesley Avenue, Atlantic City, NJ 07716 on this 27 day of July, 1999.

ROBYN LYNNE RYAN

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 10 day of SEPTEMBER , 1999 , in the Case Number 99D2016 between CONNELL, CAREN RILEY Plaintiff, and CONNELL, WALTER JOSEPH Defendant, as same remains of record in Vol. 811 , Page 148618 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 09 day of SEPTEMBER in the year two thousand two and in the 226th year of American Independence.



SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk