IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 OCT 11 PM 2:43

RICHARD R. ROOKER, CLERK

CHRISTOPHER PROVENCHER,)

Plaintiff)

vs.) DOCKET NO: 01D-2330

MARIE PROVENCHER,)

Defendant)

D.C.

Davidson County DEEDDIV
Recvd: 06/15/04 14:32 11pgs
Fees:57.00 Taxes:0.00
20040615-0070767

FINAL DECREE OF DIVORCE

This cause came to be heard on the 1st day of October, 2002 before Honorable Muriel Robinson, Judge upon the Complaint For Divorce filed on behalf of Plaintiff CHRISTOPHER PROVENCHER, (hereafter "Husband"), against Defendant MARIE PROVENCHER (hereafter "Wife") and, it appearing to the Court from said Complaint, testimony of Husband in Open Court, statement of counsel for both parties, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage, thereby entitling Husband to an Absolute Divorce from Wife on said ground; and, it further appearing that Wife and Husband have executed a written, notarized Marital Dissolution Agreement (hereafter "Agreement") which Agreement the Court affirmatively finds does make a fair and equitable settlement of all property rights between the parties, and said Agreement shall be and are incorporated into and made a part of this Final Decree of Divorce; wherefore

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Husband CHRISTOPHER PROVENCHER should be and hereby is awarded an Absolute Divorce from Wife MARIE PROVENCHER on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the written, notarized Marital Dissolution Agreement dated October 1, 2002 should be, and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

FILED
2002 OCT -1 PM 4:49
RICHARD R. ROOKER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into on the dates set forth beside their signatures below, by and between **MARIE PROVENCHER**, hereinafter referred to as "Wife", and **CHRISTOPHER PROVENCHER**, hereinafter referred to as "Husband":

WITNESSETH

WHEREAS, Husband has filed a Complaint for Divorce in the Fourth Circuit Court for Davidson County, Tennessee (Docket No. 01D-2330), wherein he shall seek an absolute divorce from wife on the ground of irreconcilable differences; and there being such irreconcilable differences between the parties that they can no longer live together as HUSBAND and WIFE, and the parties desiring to settle certain issues and controversies in said case relative to their respective property rights, and marital debts; and

WHEREAS, both Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purposes set forth herein, to fulfill the requirements for an absolute divorce on the ground of irreconcilable differences; and

WHEREAS, Wife acknowledges that a divorce proceeding has been filed against her in the State of Tennessee; and that she is a bonafide Tennessee resident as of the date she signs this Agreement; and that this Agreement, when notarized, shall also serve as statutory service of process upon her in lieu of personal service; and Wife specifically waives further service of process and waives her right to file an answer or other responsive pleading to the Complaint in this cause; and

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. **CUSTODY, CHILD SUPPORT AND VISITATION:** As there are no minor children of this marriage, no provision for same is hereby made.

2. **REAL PROPERTY:** It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property owned by the parties located at 423 Cedarcreek Trail, Nashville, Davidson County, Tennessee, and more

particularly described below, and that the Husband shall own this property free and clear of any interest or claim of the Wife, and any interest of the Wife shall be divested from Her and reinvested in the Husband. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 3A on the Plan of Zone Lot Division of Lots 1,2,3,&4 Monte Carlo, Section 3A, as of record in Book 6250, page 971, said Registers Office to which plan reference is made for a more complete description.
>
> Being part of the same property conveyed to Dominion Properties, a Tennessee partnership, by deed from B. Gail Reese, Trustee in Bankruptcy for R&L Investments, a Tennessee partnership, of record in Book 6319, page 968, said Register's Office.
>
> This conveyance is made subject to (1) 1989 Taxes, which have been prorated and assumed by the Grantees; (2) Restrictions of record in Book 6250, page 971; and (3) All matters appearing on the Plan of record in Plat Book 6250, page 971, said Register's Office.

Wife shall, by such documents as may be necessary and at Husband's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Husband all of her right, title and interest in and to said home property now owned by them as tenants by the entireties.

Husband shall be responsible for the refinancing of the first mortgage on said property within ninety (90) days of the entry of the Final Decree of Divorce in this cause and he shall notify Wife upon completion of said refinancing. Both parties acknowledge that the second mortgage owned on the residence is solely in Husband's name.

It is further agreed by and between the parties that the Husband shall be solely responsible for the encumbrance on the aforesaid real property and that Husband shall indemnify and hold the Wife harmless thereon.

3. **INSURANCE:** Each party shall be solely responsible for their own life and health insurance coverage and neither party shall be required to provide any life or health insurance for the benefit of the other party.

4. **PERSONAL PROPERTY:** It is further agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest of claim of the other party. It is further agreed by and between the parties that the Wife shall return to the Husband the DSS receiver and the Denon Audio/Video receiver and CD carousel. The parties agree that they have divided all other personal property not referenced above.

5. **VEHICLES:**

A. It is agreed by and between the parties that the Wife shall keep as her sole property the 1991 Toyota Camry which she drives as her vehicle, titled in the Husband's and Wife's names. It is further agreed by and between the parties that the Husband agrees to sign any and all necessary documentation to have said vehicle titled solely in the Wife's name. It is further agreed by and between the parties that any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any further debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

B. It is agreed by and between the parties that the Husband shall keep as his sole property the 1999 Mazda Miata and the 1995 Ford F-250, which he drives as his vehicles, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that Husband shall be solely responsible for any debts and encumbrances thereon, and that the Husband shall indemnify and hold the Wife harmless thereon.

6. **DEBTS:** It is agreed by and between the parties that they have incurred joint debts during the marriage. 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 not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon. It is agreed by and between the parties that the Husband shall be solely responsible for the first and second mortgage referenced in paragraph 2, as well as the following debts:

A. Discover card joint account ($3,153.00)

B. Discover card husband's account ($5,153.00)

C. Loan from National Bank of Commerce ($17,000.00)

D. Bank of America joint account ($5,101.00)

7. **BANK ACCOUNTS, PENSIONS, AND MONIES ON DEPOSIT:** It is agreed by and between the parties that each party shall own as their own sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the

other. The parties acknowledge that they have no joint bank accounts.

The parties acknowledge that the Wife has not acquired an interest in a retirement/pension/profit sharing plan as a result of her employment.

The parties acknowledge that the Husband has acquired an interest in a retirement/pension/profit sharing plan with Phillips Builders and IBEW. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the retirement/pension/profit sharing plans of the Husband. It is agreed by and between the parties that the interest of the Wife in the retirement/pension/profit sharing plans of the Husband shall be divested from her and reinvested in the Husband, so that the Husband shall own his retirement/pension /profit sharing plans as his sole property, free and clear of any interest or claim of the Wife.

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. TAX REFUND: Husband agrees to sign the parties' IRS refund check in the amount of $441.45 and return to counsel for Wife within ten days of presentment of the check to him. If the current check is out dated and cannot be cashed, Husband further agrees to sign a reissued check in said amount from the IRS.

10. RESTORATION OF MAIDEN NAME: The parties agree that Wife shall be restored to her maiden name of CROWDER.

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

12. The parties acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

13. The parties acknowledge that Attorney David Kennedy, Jr. has represented Husband, that Attorney Michael Carter has represented Wife in the negotiations surrounding the preparation of this instrument; and both parties understand and agree with the contents of said Agreement. The parties acknowledge that the aforesaid attorney claims no expertise nor any special knowledge regarding the tax ramifications surrounding this Agreement and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding the ramifications and effect of signing this statement by the aforesaid attorney as to the tax implications surrounding said instrument.

14. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, 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 financial support 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.

15. Wife shall be solely responsible for her attorney's fees incurred in this cause and all Court costs associated herewith, for all of which let execution issue if necessary.

16. The parties agree that in the event that either party shall find it necessary to file a petition in any court of competent jurisdiction to enforce any provision contained in this Agreement; or, in the event that a party shall become a defendant in any action filed by a third party as the result of the other party's non-compliance with any provision of this Agreement, upon a judicial determination by said court that either party has failed to comply, the prevailing party shall be awarded all of his or her reasonable attorney's fees and costs incurred as a result of said petition or action.

17. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of divorce granted to the Husband on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

18. Both parties agree that each of them shall sign any and all documents, deeds, or bills of sale, as shall be necessary to effectuate the intent of this Agreement.

19. By their signatures hereinafter below, both parties herewith acknowledge that

Davidson County is the proper jurisdiction and venue of this action and each of them waive statutory or personal service of process.

20. The parties acknowledge that, upon the entry of a Final Decree of Divorce in this cause, any attorney of record shall be released from any further representation of his/her respective client, and shall no longer be held as surety for subsequent court costs or for service of process.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

Christopher L. Provencher

CHRISTOPHER PROVENCHER
"HUSBAND"

DATE: 10/01/02

Marie Ella Clarice Crowder Provencher

MARIE PROVENCHER
"WIFE"

DATE: Oct. 1, 2002

* * * * *

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 **CHRISTOPHER PROVENCHER**, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 1ST day of October, 2002.

D M- P

NOTARY PUBLIC

My Commission Expires: 7/24/04

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 **MARIE PROVENCHER**, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal this 1ST day of October, 2002.

D M- P

NOTARY PUBLIC

My Commission Expires: 7/24/04

jdq-C:\OFFICE\WPWIN\WPDOCS\DAVID\DOMESTIC\MDA\PROVENCH.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all right, title and interest in and to the real property and improvements thereon owned by the parties and located at 423 Cedarcreek Trail, Nashville, Davidson County, Tennessee 37211, of record in book 7903, page 641, RODCT, shall be and is divested out of Wife and is vested in Husband. Said property is more particularly described below as follows:

> Land in Davidson County, Tennessee, being Lot No. 3A on the Plan of Zone Lot Division of Lots 1,2,3,&4 Monte Carlo, Section 3A, as of record in Book 6250, page 971, said Registers Office to which plan reference is made for a more complete description.
>
> Being part of the same property conveyed to Dominion Properties, a Tennessee partnership, by deed from B. Gail Reese, Trustee in Bankruptcy for R&L Investments, a Tennessee partnership, of record in Book 6319, page 968, said Register's Office.
>
> This conveyance is made subject to (1) 1989 Taxes, which have been prorated and assumed by the Grantees; (2) Restrictions of record in Book 6250, page 971; and (3) All matters appearing on the Plan of record in Plat Book 6250, page 971, said Register's Office.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife is restored to her maiden name of CROWDER.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be and is solely responsible for his/her reasonable attorneys fees incurred in this matter and Wife shall be responsible for all Court costs associated with the present action, for all of which let execution issue, if necessary.

ENTERED this the 11th day of October, 2002.

JUDGE

APPROVED FOR ENTRY:

DAVID KENNEDY, JR. (BPR #18066)
Attorney for Husband
3052 Lebanon Road
Nashville, TN 37214
PH: (615) 883-4998

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been served on Defendant, Marie Provencher, by mailing same to her Attorney of Record, D. MICHAEL CARTER, 211 Union Street, Suite 800, Nashville, Tennessee 37201 by U.S. Mail, postage prepaid on this the 4th day of October, 2002.

DAVID KENNEDY, JR.

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 11 day of OCTOBER , 2002 , in the Case Number 01D2330 between PROVENCHER, CHRISTOPHER Plaintiff, and PROVENCHER, MARIE Defendant, as same remains of record in Vol. 4931 , Page 910168 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 11 day of JUNE in the year two thousand four and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

