PICK-UP

FILED

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

1999 SEP -2 PM 3:11

RICHARD R. ROCHER, CLERK

B Murray D.C.

FELIX OSEMWEGIE OMOREGIE,
Social Security No. [redacted]-1832

Plaintiff,

vs.

CHRISTINE JENNIFER OMOREGIE,
Social Security No. [redacted]-7062

Defendant.

DOCKET NO. 98D-3138

NOTICE OF ENTRY REQUESTED

Davidson County DEEDDIV
Recvd: 03/24/05 08:54 14 p
Fees:72.00 Taxes:0.00

20050324-0031936

FINAL DECREE OF DIVORCE

This cause came to be heard on the ~~29th~~ 24th day of ~~March~~ August, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the Husband's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Husband should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Plaintiff, FELIX OSEMWEGIE OMOREGIE, should be and is hereby granted an absolute divorce from the Defendant, CHRISTINE JENNIFER OMOREGIE, upon the grounds of irreconcilable differences, and that he 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 FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

1998 AUG -4 PM 2:09
RICHARD R. ROOKER, CLERK
BR
D.C.

FELIX OSEMWEGIE OMOREGIE, Social Security No. [redacted]1832	)	
Plaintiff,	)	
vs.	)	DOCKET NO. 98D-3138
CHRISTINE JENNIFER OMOREGIE, Social. Security No. [redacted]7062	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, FELIX OSEMWEGIE OMOREGIE (hereinafter referred to as the "Husband") and CHRISTINE JENNIFER OMOREGIE (hereinafter referred to as the "Wife") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for custody of the parties' minor children, 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, it is understood that the Husband will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there are three (3) minor children born of this marriage, namely, to wit, Osayande Abraham Omoregie d.o.b. 10/13/84, Erick Erunwense Omoregie, d.o.b. 9/26/86; and Austin Uwague Omoregie, d.o.b. 10/25/93; and

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

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

I. 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.

II. DIVORCE.

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

III. CUSTODY.

It is agreed by and between the parties that they shall have joint legal custody of the three (3) minor children of the parties, and that the Wife shall be designated as the primary physical custodian.

IV. CHILD SUPPORT.

It is agreed by and between the parties that the Husband will pay to the Wife as child support for the three (3) minor children of the parties, the sum of Seven Hundred Dollars ($700.00) per month. The child support shall not be reduced or prorated except upon further orders of the Court. The current addresses of the parties are as follows:

Wife	Husband
261 Riverside Drive	401 N. 8th Street
Nashville, TN 37206	Nashville, TN 37206

The amount of child support agreed upon between the parties conforms to the child support guidelines established by the Department of Human Services pursuant to Tennessee Public Chapter 206, Acts of 1989.

The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and they each acknowledge that they understand that court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this Agreement.

V. HEALTH INSURANCE.

It is agreed by and between the parties that the Husband will maintain health insurance for the minor children of the parties, the cost of which will be paid by the Husband. It is further agreed that the parties will each pay one-half (1/2) of all reasonable and necessary medical, dental, and vision expenses for the minor children that are not covered by the health insurance.

VI. VISITATION.

It is agreed by and between the parties that the Husband shall have visitation privileges with the minor children of the parties on alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m., alternate holidays including Easter, Memorial Day, 4th of July, Labor Day, the Thanksgiving holiday week end, one-half of the Christmas vacation being, in even-numbered years, the week before Christmas through Christmas Eve and in odd-numbered years the week from Christmas Day to New Years, alternate spring vacations, and four (4) weeks in the summer months. In addition thereto, is agreed that the minor children shall spend Mother's Day with the mother and Father's Day with the father. The parties acknowledge that visitation is in the best interest of the minor children of the parties and both parties agree to encourage the minor children to treat the other parent with respect and to do nothing to interfere with the children's relationship with the other parent.

It is further agreed by and between the parties that each parent be granted the rights listed below during periods when the child is not in that parent's possession.

(A) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;

(B) The right to send mail to the child which the other parent shall not open or censor;

(C) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization major illness or death of the child;

(D) The right to receive directly from the child's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplication copies of the child's report card, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

(E) The right to receive copies of the child's medical records directly from the child's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; and

(F) The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child.

VII. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Husband shall keep as his sole property the 1994 Chevrolet Van which he drives as his vehicle, titled in both the Husband's and Wife's names. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

It is further agreed by and between the parties that the Wife shall keep as her sole property the 1988 Dodge Colt which she drives as her vehicle, titled in the Wife's name. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Husband shall own free and clear of any interest of the Wife the computer, stereo, 19" color television, VCR, tools, his personal effects, clothing and other items he desires. The Wife shall own free and clear of any interest of the Husband all items remaining in the marital residence.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their 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.

It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IX. 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 261 Riverside Drive, Nashville, Davidson County, Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall

be divested from him and reinvested in the Wife. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 43 on the plan of Fortland Park, Section III, as of record in Book 2900, Page 61, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that the Wife shall indemnify and hold the Husband harmless thereon. The Husband shall have a lien on the property for one-half (1/2) of the equity, i.e., $10,000.00, in the aforesaid real property. Said lien shall be satisfied upon the sale of the real property. Husband shall not exercise his right on said lien until after the youngest child turns 18 years of age unless the house is refinanced or sold.

X. RETIREMENT PLANS.

The parties acknowledge that they have each acquired an interest in a retirement/pension/profit sharing plan as a result of their employment. It is agreed by and between the parties that each party shall relinquish any claim or interest that they might have in the retirement/pension/profit sharing plan of the other. It is agreed by and between the parties that the interest of one party in the retirement/pension/profit sharing plan of the other party shall be divested from him or her and reinvested in the other, so that each party shall own their retirement/pension/profit sharing plan as their sole property, free and clear of any interest or claim of the other.

XI. LIFE INSURANCE.

It is agreed by and between the parties that each party shall keep and maintain in full force and effect until the three (3) minor children shall reach the age of eighteen (18) a life insurance policy in the face amount of $100,000.00 and that each party shall designate the minor children of the parties as the sole beneficiary of the policy with the other party as Trustee of all proceeds.

XII. MARITAL DEBTS.

It is agreed by and between the parties that the Husband shall be responsible for the indebtedness on the 1994 Chevrolet Van, and the CitiBank Premier Member VISA indebtedness, the present balance being $2,900.00. It is further agreed by and between the parties that the Husband shall be responsible for the AAA CitiBank VISA indebtedness, the balance being $1,200.00. It is

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.

XIII. ALIMONY IN SOLIDO.

The Husband agrees to pay to the Wife as alimony *in solido* the sum of One Hundred Dollars ($100.00) per month for a period of one (1) year, commencing upon entry of the Final Decree of Divorce. The parties expressly acknowledge and agree that this amount is not subject to modification.

XIV. 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.

XV. INCOME TAXES.

The Husband agrees that he shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 1997. Husband further agrees to indemnify and hold Wife harmless for any such joint debt.

The parties agree that each shall file a separate income tax return for the 1999 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 1999 tax year.

XVI. TAX DEDUCTION FOR CHILDREN.

It is agreed by and between the parties that the Wife shall claim Osayande Abraham Omoregie, Erick Omoregie and Austin Uwague Omoregie, the minor children of the parties, as dependents for federal income tax purposes, and the Husband agrees to execute any and all forms required by the Internal Revenue Service in order to enable the Wife to claim the said deductions.

XVII. ATTORNEY FEES.

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

XVIII. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be equally between the parties.

XIX. 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.

XX. 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.

XXI. 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 the 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/trix 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 may acquire in the future.

XXII. 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.

XXIII. 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 also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XXIV. 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.

XXV. 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.

XXVI. 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 the other provisions of this Agreement, said provisions being severable.

XXVII. 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 interest or claim of the other.

XXVIII. 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 thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final 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.

XXIX. 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.

XXX. 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 28 day of July, 19 9 as to the Wife, and this 23rd day of July, 19 9 as to the Husband.

FELIX OSEMWEGIE OMOREGIE

CHRISTINE JENNIFER OMOREGIE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, FELIX OSEMWEGIE OMOREGIE, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 23rd day of July, 1999.

NOTARY PUBLIC

My Commission expires: 1/27/2001

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, CHRISTINE JENNIFER OMOREGIE, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 28 day of July, 1999.

Aimee Denise Bobbitt
NOTARY PUBLIC

My Commission expires: 5-28-2003

It is, further, ORDERED, ADJUDGED, and DECREED that the costs of this cause should be and are hereby taxed equally to the parties.

It is, further, ORDERED, ADJUDGED, and DECREED that the Plaintiff, Felix Osemwegie Omoregie, shall have a lien in the amount of Ten Thousand Dollars ($10,000.00) upon the parties' real property located at 261 Riverside Drive, Nashville, Davidson County, Tennessee 37206, more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 43 on the plan of Fortland Park, Section III, as of record in Book 2900, Page 61, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate legal description.

The address of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
Christine Jennifer Omoregie 261 Riverside Drive Nashville, TN 37206	Felix Osemwegie Omoregie 261 Riverside Drive Nashville, TN 37206

ENTERED THIS THE 2nd DAY OF September, 1999.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY

TURNER LAW OFFICES, P.C.

Robert J. Turner
Supreme Court No. 015107
Attorney for Plaintiff/Husband
208 Third Avenue North, Suite 100
Nashville, TN 37201
(615) 259-2660

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Gary W. Temple
4211 Gallatin Road
Nashville, TN 37216

This the 30th day of August, 1999.

Robert J. Turner

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 02 day of SEPTEMBER , 1999 , in the Case Number 98D3138 between OMOREGIE, FELIX OSEMWEGIE Plaintiff, and OMOREGIE, CHRISTINE JENNIFER Defendant, as same remains of record in Vol. 812 , Page 148858 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 24 day of MARCH in the year two thousand five and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

