IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MICHAEL JOSEPH MISCHLER, **Plaintiff/Husband,**	)	2000 APR 17 PM 4:14
	) **CASE NO. 00D-322**	RICHARD R. ROOKER, CLERK
MARSHA D. MISCHLER, **Defendant/Wife.**	)	B Murray D.C.

FINAL DECREE OF DIVORCE

This cause came to be heard on the 17th day of April, 2000, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Husband's petition for an absolute divorce on the grounds of irreconcilable differences, upon the testimony of the Husband, and upon the entire record herein, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage as entitles them to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Husband be and hereby is awarded an absolute divorce from the Wife on the grounds of irreconcilable differences, T.C.A. section 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties, respecting the issue of division of assets and debts, have by written agreement made for the equitable settlement of all rights and property between them. The Court hereby approves the Marital Dissolution Agreement and same is copied herein verbatim as follows:

Davidson County DEEDDIV
Recvd: 10/13/06 11:06 8 pgs
Fees:42.00 Taxes:0.00
20061013-0127369

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2000 FEB -4 PM 2:48
RICHARD R. ROOKER, CLERK
B Murray D.C.

MICHAEL JOSEPH MISCHLER,
Plaintiff/Husband,
vs.
MARSHA D. MISCHLER,
Defendant/Wife.

Case No. 00D-322

MARITAL DISSOLUTION AGREEMENT

1. WHEREAS, MICHAEL JOSEPH MISCHLER, hereinafter referred to as the "Husband", and MARSHA D. MISCHLER, hereinafter referred to as the "Wife", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken;

2. WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for 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;

3. WHEREAS, the parties own unimproved real property in Davidson County, Tennessee, and have fairly divided their personal property; and

4. WHEREAS, the parties have no minor children.

NOW THEREFORE, in consideration of the mutual promises and covenants contained therein, 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, nor compel nor endeavor to compel the other to cohabit or dwell with him or her

II. DIVORCE

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

III. PERSONAL PROPERTY

Wife was injured in an automobile accident in December, 1998. All the proceeds relating to the parties' claim respecting said accident are here awarded to the Wife. Any claim or interest of the Husband in said claim or law suit is hereby divested from him and vests entirely in the Wife. Wife is hereby ordered to pay all her medical and/or legal expenses from the proceeds.

Parties own a certain 1992 Chevrolet Cavalier. Said vehicle is hereby awarded to the Wife. Any claim or interest of the Husband in said vehicle is hereby divested from him and vests entirely in the Wife. Wife is hereby

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ordered to transfer title into her own name. Wife shall indemnify and hold the Husband harmless from any debt or liability respecting said vehicle.

Husband owns a certain 1986 Isuzu Pick Up. Said vehicle is hereby awarded to the Husband. Any claim or interest of the Wife in said vehicle is hereby divested from her and vests entirely in the Husband.

Husband is hereby awarded all personal property located at the parties' marital residence at 1617 Lebanon Pike, Apartment G-8, Nashville, TN 37210, except for the kitchen table and hutch, which are hereby awarded to the Wife.

Wife is hereby awarded all personal property in her possession.

The parties shall file a joint 1999 federal income tax return and shall split the refund equally.

The 1971 house trailer is hereby awarded to the Husband.

Wife is hereby awarded the Pekinese dog name "Sam".

IV. REAL PROPERTY

The parties own unimproved real property in Davidson County, Tennessee, on Trail Hollow Lane and more particularly described as follows:

Being a portion of tract 11 of the C.W. Cone property, located in the 2nd Civil District of Metropolitan Nashville, and being a portion of land conveyed to Richard Lynn Coppinger as of record in Deed Book 7782, page 863, R.O.D.C., Tennessee. And being more particularly described according to a survey dated 11/23/98, prepared by Survey Solutions, Steve Axley, as follows: beginning at an iron rod in the center of a 50' private ingress and egress and public utilities easement, said point being the common corner with tract 12 and tract 11; thence leaving said easement with said common line, south 59 deg. 55' 35" west, 1286.07' to an iron rod in a fence line, said point being in a line of J.W. Hodge; thence, with said line, meandering along a fence line, north 54 deg 14' 17" West, 168.60' to an iron rod; thence, North 51 deg. 37' 16" West, 370.82' to an iron rod, said point being a common corner with J.W. Hodge, J.M. Gilpin, Tract 10, and the herein described tract; thence, with the northerly line of tract 11, North 67 deg. 01' 27" East, 799.70' to an iron pin; thence, severing the original boundry of tract 11, south 30 deg. 04' 25" west, 349.92' to an iron rod; thence, north 59 deg. 55' 35" east, 704.25' to an iron rod in the center of the aforementioned easement; thence, with the center od said easement, and running along a curve to the right, said curve having a radius of 2576.73', and arc length of 50.43', a chord direction of south 22 deg. 37' 32" East, a chord distance of 50.43' to the point of begging containing 7.85 acres, more or less. according to a survey bu Survey Solutions, Steve Axley, r.i.s.#1975, dated 11/23/98.

Being the same property conveyed to the grantors herein by deed from Richard Lynn Coppinger and wife, Debra Lynn Coppinger at Book 11280 Page 596 in Register's Office for Davidson County, Tennessee. Map 41; Parcel 117.

Said real property is awarded to the Husband. Any claim or interest of the Wife in said real property is hereby divested from her and vests entirely in the Husband. Wife shall quitclaim all her right, title and interest to the Husband. Husband is hereby ordered to indemnify the Wife and hold her harmless from any debt, mortgage, utility or other liability respecting said real property.

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V. MINOR CHILDREN

The parties have no minor children.

VI. MARITAL DEBTS

It is agreed by and between the parties that the Husband shall be exclusively responsible for any debts in his own name, and shall indemnify the Wife and hold her harmless therefrom.

It is agreed by and between the parties that the Wife shall be exclusively responsible for any debts, including all medical bills, in her own name and shall indemnify the Husband and hold him harmless therefrom.

The parties have no joint debts.

VII. 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.

VIII. ATTORNEY FEES

It is agreed by and between the parties that each shall be responsible for the payment of their own attorney's fees, if any.

VIV. COURT COSTS

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband, for which execution may lie if necessary.

X. 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.

XI. ESTATE WAIVER

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property 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 other's property, including, without limitation, dower, curtesy, 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/ix 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

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Wife, individually or jointly, or any property that either of them may acquire in the future.

XII. 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 with the approval of this Court.

XIII. 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.

XIV. NO OTHER ASSETS

The parties acknowledge that there are no other assets (including but not limited to retirement plans, pensions or savings) 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.

XX. 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.

XXI. SEVERABILITY

In the event that any provision of this Agreement shall be invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XXII. AFTER-ACQUIRED PROPERTY

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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.

XXIII. COUNSEL OF RECORD

Upon entry of the 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.

XXIV. WAIVER OF SERVICE OF PROCESS

It is agreed by and between the parties that service of process on the Wife shall be waived.

MICHAEL JOSEPH MISCHLER, HUSBAND

MARCIA D. MISCHLER, WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MICHAEL JOSEPH MISCHLER, with whom I am personally acquainted or proved to me upon satisfactory evidence to be the person so named, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 26th day of January, 2000.

My Commission Expires: Sept. 29, 2001

NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY appeared before me, MARSHA D. MISCHLER, 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 31st day of January, 2000.

My Commission expires: 7/27/02

NOTARY PUBLIC

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the provisions of said Marital Dissolution Agreement are made the judgment of the Court.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the final costs of this cause are assessed against the Husband, for which execution may lie if necessary.

ENTER THIS THE 17TH DAY OF APRIL, 2000.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

THOMAS K. BOWERS #13723
Attorney for Plaintiff/Husband
2821 Lebanon Road, Suite 204
Nashville, TN 37214
(615)889-2820

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing **INSTRUMENT**, via U.S. Mail, postage pre-paid, on this the 17th day of April, 2000, as follows: Michael Mischler, 1617 Lebanon Pike, Apt. G-8, Nashville, TN 37210 and to Marsha Mischler, 1604 C.C. Road, Kingston Springs, TN 37082.

THOMAS K. BOWERS

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 _ day of _ , _ , in the Case Number 00D322 between MISCHLER, MICHAEL JOSEPH Plaintiff, and MISCHLER, MARSHA D. Defendant, as same remains of record in 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 OCTOBER in the year two thousand six and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

