IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CRAIG F. VOGEL, Plaintiff/Husband,

vs. **DOCKET No: 07D-3741**

DEBRA ANN VOGEL, Defendant/Wife,

NOTICE OF FINAL DECREE FILING

Notice is hereby given that a certified copy of the final decree in this matter has been recorded with the court herewith.

RECORDING INDEX:

1. **CRAIG F. VOGEL, Grantor/Grantee**
2. **DEBRA ANN VOGEL, Grantor/Grantee**

BILL GARRETT, Davidson County
Trans:T20090048428 DEEDDIV
Recvd: 07/17/09 14:11 27 pgs
Fees:137.00 Taxes:0.00
20090717-0067315

Respectfully Submitted,

Nick Shelton, Esq., #019592
Woodard and Shelton, PLLC
P.O. Box 708; 1114 W. Main Street
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(615) 794-7500
(615) 790-8476 fax
nshelton@nickshеltonlaw.com
Attorney for Craig Vogel

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing was placed in the United States mail, postage prepaid and addressed as follows:

Bobby Jackson; Attorney at Law; One Washington Square, STE 103
214 Second Avenue North, Nashville, TN 37201
Via Facsimile Number 242-5967

NICK SHELTON #019592

Copy

FILED

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

2009 JAN -9 PM 4:26

RICHARD R. ROOKER, CLERK

CRAIG F. VOGEL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 07D-3741
	)	
DEBRA ANN VOGEL,	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 9th day of January, 2009 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce heretofore filed by Plaintiff, **Craig F. Vogel,** Answer and Counter Complaint filed by the Defendant, **Debra Ann Vogel,** agreement of the parties to withdraw the Complaint and proceed on a non-contested basis submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties and filed with the Court, testimony of Ms. Vogel, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. § 36-4-101(14). It is, therefore,

Copy

ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Defendant, **Debra Ann Vogel,** is 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 Marital Dissolution Agreement heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the Agreement and makes it a part of the Orders of the Court and incorporates the same herein verbatim as follows:

Copy

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2008 NOV 13 AM 10: 02

RICHARD R. ROOKER, CLERK

D.C.

CRAIG F. VOGEL,	§	
Plaintiff/Husband,	§	
	§	
vs.	§	**DOCKET No:07D-3741**
	§	
DEBRA ANN VOGEL,	§	
Defendant/Wife,	§	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between Debra Ann Vogel , hereinafter called "Wife," and Craig F. Vogel, hereinafter called "Husband."

W I T N E S S E T H:

WHEREAS, these parties have been married since August 17, 2002, and there are no minor children born of this union and none are expected, and the parties separated in December 2007; and

WHEREAS, these parties have experienced marital difficulties with the result that Husband has instituted divorce proceedings against Wife on or about December 28, 2007, in the Fourth Circuit Court for Davidson County, Tennessee, in which irreconcilable differences is alleged as a ground, the style of which is fully set out above; the wife filed an Answer and Counter Complaint on or about January 30, 2008, alleging inappropriate marital conduct towards her as render further cohabitation unsafe and improper, adultery, and irreconcilable differences; and they have no expectation of resuming their marital relations; and

WHEREAS, the parties desire to enter into an Agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and

Copy

mutually acceptable manner, such that said divorce action shall proceed on an uncontested basis.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. **REAL PROPERTY**. The parties own a house and lot located at 908 Tabitha Lane, Old Hickory, Davidson County, Tennessee 37138, which was owned by Wife prior to the parties' marriage. In consideration of this divorce proceeding on an uncontested basis, all right, title and interest of Husband in and to the home shall be, and is hereby, divested out of Husband and vested absolutely in Wife. Contemporaneously with the entry of the Final Decree, Husband will execute a quitclaim deed conveying his interest in the property to Wife upon her payment to him of fifteen thousand dollars ($15,000.00). The wife then owes husband twenty-thousand dollars ($20,000.00) when she refinances or sells the house to remove the husband's name from the indebtedness. The wife will have twelve (12) months to refinance or sell the house. The wife will assume sole and separate responsibility for paying all mortgage indebtedness which is secured by the property and, upon entry of the Final Decree, will indemnify and hold Husband harmless from any liability thereon. The husband vacated the property as of December 1, 2007, and Wife will continue to have exclusive possession of said home.

It is expressly understood and agreed by the parties that either party may purchase real property following execution of this Agreement and that neither party shall assert any claims or right to any such real property owned by the other party. Each party agrees to be

CV

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fully responsible for any mortgage or other debt or financial liability associated with the ownership of that parties' aforesaid real property and each party agrees to indemnify and hold the other party harmless from any mortgage or other debt or financial liability arising out of the ownership of such real property.

2. **AUTOMOBILES**. All right, title and interest of Husband in and to the 2005 Buick Rendevous automobile currently driven by Wife shall be, and is hereby, divested out of him and vested absolutely in Wife. There is no indebtedness secured by this vehicle. Upon entry of the Final Decree, Wife shall assume sole and separate responsibility for securing and paying for liability insurance coverage on said vehicle. The wife agrees to indemnify and hold the husband harmless from any liability associated with her use of said vehicle.

The husband is awarded all right, title and interest in and to the 2002 Honda Accord and wife is divested of all right, title and interest in and to that vehicle. Husband will be solely responsible for the insurance for that vehicle. Each party will sign the title one to the other upon the entry of the Final Decree of Divorce.

3. **PERSONAL PROPERTY** The wife is awarded all right, title and interest in and to all property in the marital residence except for those items identified on Exhibit A attached hereto except for the Cabinet from B.F. Myers and the 55inch TV in that cabinet, the Bose Stereo system, the Bose Clock radio, and the one (1) Breuer Bowl and a Square Platter on top of the Cabinet in the family room, the Lloyd Flanders patio furniture and the outside patio furniture.

CJ

Copy

Wife is awarded all the property listed on Exhibit B attached hereto, as well as, the above property except for the 26-inch television with the wall mount and base mount, remote control cars, Bochie ball, tools in his possession, HP Desktop computer.

4. **SEPARATE PROPERTY**. Each party shall retain their respective articles of separate property, jewelry, clothing and personal effects, free of any claim by the other party.

5. **MONEY ACCOUNTS**. The parties are awarded all right, title and interest in and to any money accounts they have in their own separate names, including checking, savings, IRA's, 401K's or any other money accounts that they own separately. The husband is awarded the only joint account which is the Schwab Brokerage account free and clear of any claims of the wife. The Bank of America Joint account will be closed and liquidated with any funds going to the husband.

6. **INDIVIDUAL DEBTS**. It is agreed that each party will be responsible for the payment of any and all accounts or charges which are presently listed in his or her name individually. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts, credit card charges or debts when due.

7. **JOINT DEBTS**. The marital debt secured by the 908 Tabitha Lane property is addressed in Paragraph 1 above. The parties acknowledge that there is no other joint or marital debt.

Each party shall individually be responsible for and pay any charges/debits incurred by him or her after execution of this Agreement, with said credit cards/debit cards on such

Copy

joint accounts, with said charges to be paid in full in the next billing cycle for said account from the share of joint assets that party receives pursuant to this Agreement and/or said debits to be deducted from that party's respective share of the joint assets. Upon entry of the Final Decree, all joint charge accounts, all joint credit cards, and all joint debit cards shall be cancelled, and each party may apply for such accounts in his or her own name individually.

8. **ALIMONY**. There shall be no alimony paid one to the other.

9. **HEALTH INSURANCE**. The parties acknowledge that Wife has individual Blue Cross Blue Shield health insurance coverage, Husband has health insurance availabe through his employment, and that they each have no obligation to provide health insurance to the other presently or in the future.

10. **LIFE INSURANCE**. All right, title, and interest of Husband in and to any life insurance policy insuring the life of Wife is hereby divested out of him and vested absolutely in Wife, free of any claim by Husband.

All right, title, and interest of Wife in and to any life insurance policy insuring the life of Husband is hereby divested out of her and vested absolutely in Husband, free of any claim by Wife.

The parties acknowledge that neither of them owns any life insurance which has a cash value.

Robert L. Jackson

11. **ATTORNEY FEES**. Wife is represented by ~~Rosemary E. Phillip~~s. Husband is represented by Nick Shelton. Each will be solely responsible for his or her own attorney's fees.

E √

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12. **COURT COSTS**. All remaining costs of court as a result of the pending action for divorce shall be paid by Husband.

13. **FEDERAL TAX RETURNS**. Within ten business days of execution of this Agreement, husband will provide to wife a copy of his individual federal tax return for 2007 and the parties will file a joint federal income tax return for the calendar year 2007, If the parties receive a refund or the 2008 tax stimulus it will be awarded to wife as her separate property.

If in connection with any joint federal income tax return filed by the parties, there is a deficiency assessment, the amounts ultimately determined to be due and owing 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 joint income or deduction. Husband and Wife each represent to the best of their knowledge, information and belief and warrant to the other that all federal income tax returns filed during the marriage are, in all respects, true, correct and complete, and fully and fairly reflect the income and deductions for those years.

14. **BENEFICIARY DESIGNATION** . The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary, if any, will be, and are hereby, revoked. Such documents will include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither

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party will receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement.

15. **NO INTERFERENCE**. 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. Neither shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her.

16. **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.

17. **CREDIT**. The 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.

18. **NON-DISCHARGEABILITY**. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefor, such obligation is intended to be a support obligation under 11 U.S.C. § 523(a)(5) which is not dischargeable in bankruptcy. The parties intend to create a support debt that will be nondischargeable in the event of

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bankruptcy of the obligator spouse pursuant to 11 U.S.C. § 523(a)(5). This support is necessary to meet the daily living expenses of the non-obligator spouse, and the amount of support is reasonable.

19. **NON-COMPLIANCE**. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney fees.

20. **INCORPORATION**. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

21. **WAIVER**. It is understood and agreed 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 may hereafter acquire under the law of any jurisdiction with respect to the other's property, including without

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limitation, dower, curtesy, alimony, pensions, 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 of the other's estate except as provided by the terms of this Agreement or any will executed after the execution of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually and jointly, or any property that either of them may acquire in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

22. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein. This Agreement is intended to be interpreted according to the laws of the State of Tennessee. The captions in this Agreement are for reference purposes only and shall not be construed to limit, expand or define any provision herein contained.

23. **COMPLETE DISCLOSURE**. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of their respective incomes, anticipated incomes, and all assets in which they have interests. Each party has made a full and complete disclosure of his or her liabilities. Should it develop that there are undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement. By signing this document, each party indicates that he

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or she does not want to proceed with formal discovery, including completing Interrogatories and Requests for Production of Documents or discovery depositions that are designed to discover assets or debts. The parties further release the attorneys of record from any obligation to complete the discovery process. Both parties acknowledge that they have not been given any tax advice by their attorneys.

24. **VOLUNTARY EXECUTION**. It is understood and agreed by 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. Wife has been represented by Rosemary E. Phillips. Husband has been represented by Nick Shelton. Husband and Wife, by their signatures hereto, acknowledge that they have read this Agreement, that they have no questions concerning its meaning, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

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

26. **NECESSARY DOCUMENTS**. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

cV

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27. **MODIFICATION**. This Agreement may be altered, amended or canceled only by written instrument, executed with the same formality as this Agreement, and approved by the Court if such approval is required. This requirement cannot be waived by oral agreement. Failure of either party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

28. **WIFE'S NAME**. Wife shall be restored to her former name of Debra Miller.

Debra Ann Vogel

Debra Ann Vogel, Wife

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Sworn to and subscribed before me on this the 6th day of November 2008.

Notary Public

My Commission Expires: ROSEMARY E. PHILLIPS NOTARY PUBLIC MY COMMISSION EXPIRES SEPT. 22ND, 2009

Craig F. Vogel

Craig F. Vogel, Husband

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Sworn to and subscribed before me on this the 6th day of November 2008.

Notary Public

My Commission Expires: ROSEMARY E. PHILLIPS NOTARY PUBLIC MY COMMISSION EXPIRES SEPT. 22ND, 2009

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EXHIBIT A

CV's separate prop. prior to summ (and explanation)

FILED
2008 NOV 13 AM 10: 02
RICHARD W. WIEKING, CLERK

Items that are followed by asterisks are items that Mrs. Vogel claims I have already picked up or removed from our home. This is untrue and they are still at 908 Tabitha Lane or have been removed by Mrs. Vogel. Since she did not have them on the itemized list of property that Ray Baggett and Caroline Stewart checked off as the items were taken from the premises – I'm not sure where they have gone. It makes me concerned that more of my personal property has been removed from the marital home by Mrs. Vogel contrary to the court's order.

Disregard non-typed writings!! → DAV

DOWNSTAIR PANTRY

4 shelf wooden bookcase	The 4 shelf book case was from my dorm room when I was at Beloit in 1937-40. The matching case is with me at South Lyon. It was given you when you moved to Antioch.

CRAWL SPACE

~~####. Large boat cooler with blue top and inside dividers *****~~	Was gift from Steve German (first wife's brother)
File cabinet used for tools: includes tools and sandpaper that are still in it	Have picture of file cabinet in Antioch house. Had since self employed
Electrical and plumbing boxes	Misc. parts collected over the last 5 years used in the last 5 homes
Red 8-drawer toolbox*****	Had since MI used in contractor van.
2 cabinet units out of old Penney's work truck	
4 steel shelving units that JC Penney gave for storage of parts and treatments (these were given to me from JC Penney's to store repair merchandise on)	This should have been listed on item's bought or received during marriage.
Beer can collection from 70's and 80's (approx 500 cans)	Collection that was started when Craig was a young boy. Includes beer cans that he collected when he took a trip to Scandinavia in late 70's This collection was from your childhood. The pride of the collection is the foreign cans you collected on a trip to Denmark, Sweden, and Norway. We have pictures of you

DAV

Copy

	looking for cans and also another gentleman who thought it was a good idea and started collecting some for his children . Trip was taken about 1978.
Antique sled w/runners (4 – 5 ft long) and children's toboggan (red and tan) and long 12 ft toboggan from Mom and Dads	Was in attic of Mom and Dad's house for years. Craig took down when he finished the new house when he rented the u-haul prior to marriage. Antique sled and toboggan was purchased by your grandfather Vogel so my brother, sister, and I could toboggan at Palos Hills, Illinois during our winters. This was about 1935. The sled precedes that.
Touring race bike an mountain bike	Touring bike was from the 90's and was used when riding the Apple Cider Century with Dad and sister Pam. Mountain bike was purchased prior to leaving MI and moving to OH
Gardening tools such as axes, wedges, shovels, rakes, 100 foot extension cord, electric trimmers, tree saw, bow saws, limb chopper, lawn mower, tiller and attachments for Ryobi (Did replace the head on the Ryobi – but had the trimmer and accessories prior to marriage) soaker hoses *****	Collected over the 4 homes prior to Old Hickory
~~#### small tree planting shovel~~	Bought when doing landscaping at Bishopgate
~~#### red lawn mower~~	Have had since Ohio
~~19 RCA TV that I've had~~ since Ohio *****	Have had since Ohio
Corner Fluorescent lights	The corner fluorescent lights were purchased used when they razed the old Milton Junior High School. 1972.
Shag golf balls	
2 receiver hitches for van, and one for the Bonneville	Used on contractor van prior to 1991.
Smoker grill	Have pictures of it on Bishopgate home from Pam's photo album
Sleeping bag and camping tent, etc.	Dad's mummy bag from WWII, camping tent and gear purchased from Fran and Ron (next door neighbor in Bishopgate)
~~#### Clay pot's and large plastic pots~~	Had at Bishopsgate and have pic's of them there.
~~#### Shop Vac~~	Had at Bishopsgate and have pic's of them there.

DAV

Copy

~~#####Small Weber Grill~~	Had at Bishopsgate and have pic's of them there.
~~#####Box containing~~ camping lap & heater and other item's including brass bell and camping gear	Owned since Michigan, deer hunting, brass bell from when had camper at the lake.
~~#####Tent~~	bought from Fran and Ron while at Bishopsgate house
~~#####~~ Lumber and trim still located at 908 Tabitha Ln	Collected over many years
~~#####~~ There is still a Table saw and pedestal stand at Tabitha Lane	This was dad's and I brought down when moved to tenn
~~#####Dehumidifier~~	Have owned since michigan

~~GARAGE~~

~~#####13" T.V. combo 9(Toshiba)*** (is~~ claiming I have took 3 T.V's)	Receipts included in last Doc's
~~#####~~ Refrigerator/freezer purchased from H.H. Gregg prior to marriage	Receipts included in last Doc's
~~#####13" Sony T.V. in storage room~~	Receipts included in last Doc's
~~#####~~ Large penny jug had since Ohio	Have had since ohio
~~#####~~ all my letters and doc's from dale and prison also Bridge folder.	
In the wall cabinet in the last bay I have the following:	
First 2 cabinets are filled with boxes of personal photo albums, stamp collection from Grandpa Middleton, Golf clubs, milk crates filled with wiring and plumbing equipment other personal stuff	Given to Craig in the late 80's
Grandpa Middleton's matchbook collection in two drawer file cabinet	Given to Craig in the late 80's. The matchbook collection was from your Grandma Middleton from the many trips she took. 1965-1980
Personal music CD's in storage room and cabinet by TV	
2 antique slot machines, stuffed dog from the bridge	Had been in basement of Mom and Dads for my entire life. One wooden and one silver metal. Wooden had a drawer and metal had a container that needed key to open. Slot was jammed with

(CV) (picture Bird SILK ART Hildegard Dansfield DAV 3

Copy

	buffalo nickel that you could see through glass panel. Craig took to Nashville with they rented a u-haul when they finished construction of house prior to marriage. The two slot machines are from the Swanson boarding house, General Store, and Post Office in Wellsboro, Indiana (population about 200). Martha Swanson was your great, great aunt.
Power paint roller **note, Craig this was left off Deb's Attach A	Purchased when we removed all of the wallpaper and repainted the house on Bishopgate. Have pictures of Craig using. Sending Craig the photo album. Dated 1997.
##### Wood framed picture from grandmother saying "In God we Trust " in leaf lithograph	Was my grandmother's brought down in U-Haul
2 drawer file cabinet from DonTech (sister Pam's) old business in storage room	Pam got when the company moved offices and supplied family with office files, cabinets, and chairs. Craig had at Bishopgate house in the late 90's
Computer software and joystick manuals for H.P. computer in 2-drawer & 4-drawer file cabinet	
Old cell phones and chargers*****	
Binders and file folders from DonTech	Pam brought home when office was moving and everyone in family took supplies that they were tossing out. Late 90's.
4-drawer file cabinet from Pam	Pam brought home when office was moving and everyone in family took supplies that they were tossing out. Late 90's. Picture in photo album that Pam sent to Craig showing it in garage of Bishopgate house
~~###### Large pair of scissors~~	From dad, had since mich, I use for cutting down templates
Antique tools on top of cabinets	Craig got from Dad in the late 90's.
Antique bait bucket, top of cabinet	Had since mich
Christopher Breuer pottery bowls, top of cabinets	Craig had been collecting since he was married to Cheryl. Started collection in the 90's
~~###### New picnic basket still in box~~	This was a wedding gift when married Cheryl in 1983

DAV

Copy

##### Fishing poles and tackle boxes. I have 4 fishing poles and to other rods. Also I want the two surf rods and reels I bought while on vacation with her father that I paid for the entire trip	There is 4 complete rod's and real's and just rods
Mirror that I made for Mom and Dad's house	I know I can find a picture of this. The mirror made by you in school was returned to you when we had to downsize, selling the house in St Joseph and move to South Lyon where I could better care for your Mother.
Big quilt that Lisa made	Given by dispatcher at JCP
Rock city Bird Box	Received as housewarming gift from realtor who Craig worked with when he purchased the Bishopgate house. Had at Bishopgate.
Stereo (small)	In picture from Bishopgate house, in photo album from Pam
Stool and chair	From Milton High School. Dad purchased when they razed the school in the 70's. Swivel chair from. St Joe Mom and Dad's house.
Green address book -doesn't know where it is	Have had since mich
~~Radar detector*****~~	Had since contractor in St. Joe in the 1980's
Business cards from JCP which ~~are in drawer or in the office~~	
2 Dictionaries and garden books I had prior to marriage	From Dad when he was teacher. Garden books purchased by sister Pam when down doing Bishopgate landscaping. Pictures of flower run in photo album from Pam.
Adult movies still in 2 drawer file cabinet	
~~##### Garden books that I had and my sister~~ gave me*****	Given to me while doing landscaping at bishopsgate

FAMILY ROOM

Furniture that Craig made in 1980 – end tables, coffee table and hutch base	Made by Craig his Junior and Senior year of High School. Was at mom and Dad's house and then he moved to Bishopgate when he purchased that house in 1997.

DAV

Copy

Debra keep th... I did ...



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2008 NOV 10 AM 10: 02
RICHARD R. ROOKER, CL...
...D.C.

Items bought or received during marriage that I will request from the court to award me

26 '' flat panel ~~JVC T.V.~~

Entry foyer piece of furniture purchased after marriage on my Visa

All the Tools that I purchased during marriage (one's already H possess.in DAV)

Electric George Forman grill that mike and jeff gave us for our 1st anniversary

Remote control cars

DVD's I have bought and was given as gift's including dvd'sbought 11/23/07 from circuit city

Half of the Halloween and fourth of July decorations

~~Yellow two wheel~~ Wheelbarrow

Red canister vacuum

Yard games (bochie ball, ~~volleyball, ect,~~) DAV

Digital camera I ~~bought for carrying~~ in my truck for work, bought and paid for by me in Nov, 2006

I set of dishes that we bought while in the house I will take the blue stonewhere set that is to heavy for ms Vogel to lift.

1 of the two vacuum sealers that we still have after giving Debra's father another one I ultimately paid for for all of them.

I will retain and the H.P. desk top computer which is mine and Debra's own brother is willing and planning to come to trial to confirm this and many other thing's that are false claims she is making against me. (Ithsbad ...)

The manuals and restore disk for the computer

All manuals for all of my tools.

CV

DAV

Copy

Pressure washer

Steel shelving, given to me from JC Penney's, mistakenly listed on Item's I owned prior to marriage

DVDs , That are Jeff's

Copy, fax, printer bought so I could send and receive faxes for work

Most of these items are things that Debra cannot use if in fact she is disabled as she claims to be she has no use for tools, ladders ,power tools, heavy gardening tools . She is well aware of all the things she will retain that she bought or was allowed to get and do that I paid for which is fully provable by the charges she put on my visa without reimbursement .

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FILED

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

2009 JAN -9 PM 4:26

RICHARD R. ROOKER, CLERK

D.C.

CRAIG F. VOGEL,

Plaintiff,

v.

DEBRA ANN VOGEL,

Defendant.

Case No. 07D-3741

ADDENDUM TO

~~AGREED ORDER SUPPLEMENTING~~

MARITAL DISSOLUTION AGREEMENT

The parties hereto agree to supplement the previously filed Marital Dissolution Agreement as follows:

1. The two guns belonging to Husband's father shall be returned to Husband's Father with same brought to the law office of Nichk Shelton, 1114 W. Main Street, Franklin, Tennessee no later than January 31, 2009.

2. Wife shall return the Hummel anniversary plate to Husband on or before 5 p.m. on January 18, 2008 with same to be the sole and separate property of Husband.

3. Wife shall give to Husband the box in her possession containing two satellite receivers and remote controls with the box and contents to be the sole and separate property of Husband. JVC remote + Honda car key remote. (CV) if she can find them (DAV)

4. Wife shall give to Husband the hammock from the Palmetto Hammock Company with the same to be the sole and separate property of Husband.

Copy

5. Wife shall return to Husband the two (2) glass paperweights and three Labrador plates with the same to be the sole and separate property of Husband.

6. Any and all Hummel boxes, whether empty or other wise, shall be returned to Husband with the same to be sole and separate property of Husband.

7. Husband must remove the hot tub from the marital residence on or before 5 p.m., January 18, 2009 with the same to be the sole and separate property of Husband. To be removed by a commercial entity so as not to damage the surrounding walls and property. Terry Jackson to be there and costs split between parties. (CV) (DAV)

8. All other assets the parties possess shall be the sole and separate property of the party with the asset in his or her possession.

9. All other provisions and agreements contained within the Marital Dissolution Agreement that is currently filed with the Court shall remain in full force and effect and shall not be disturbed or effected by the foregoing supplement to the Marital Dissolution Agreement.

Copy

Approved for entry:

Jackson, Kweller, McKinney, Warden, Lewis & Hayes

Robert L. Jackson, #2486
Attorney for Ms. Vogel
214 Second Avenue, North
One Washington Square, Suite 103
Nashville, Tennessee 37201
Phone: (615) 256-2602
Facsimile: (615) 242-5967

Debra A. Vogel

Woodard & Shelton, PLLC

Nick Shelton, #19592
Attorney for Mr. Vogel
P.O. Box 708, 1114 West Main Street
Franklin, Tennessee 37065-0708
(615) 794-7500

Craig F. Vogel

Copy

The pleadings are amended to reflect (RHJ)
wife's maiden name of Debra Ann Boldue
and wife has 4 previous marriages
and neither wife nor husband is a member of the Armed Services (JHS)

It is further **ORDERED, ADJUDGED and DECREED** that the addresses of the parties are as follows:

Debra Ann Vogel
908 Tabitha Lane
Old Hickory, Tennessee 37135

Craig F. Vogel
c/o Nick Shelton, Esq.
P.O. Box 708, 1114 W. Main St.
Franklin, Tennessee 37065

It is further **ORDERED AND ADJUDGED** that the remaining Court costs of this cause shall be taxed to Craig F. Vogel, for all of which execution may issue if necessary. It is further,

ORDERED AND ADJUDGED that Defendant is restored to her former name of Debra Miller.

ENTERED this the 9th day of January, 2009.

MURIEL ROBINSON, JUDGE

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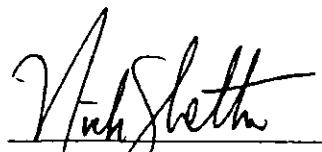
Approved for entry,

Jackson, Kweller, McKinney,
Warden & Hayes



ROBERT L. JACKSON, #2486
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(615) 794-7500

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 09 day of JANUARY , 2009 , in the Case Number 07D3741 between VOGEL, CRAIG F Plaintiff, and VOGEL, DEBRA ANN 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 15 day of JULY in the year two thousand nine and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

