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RICHARD R. ROOKER, CLERK
D.C.

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

VERONIKA TRIPOVIC,
Plaintiff/Counter-Defendant,

vs.

OLIVER KOMSIC,
Defendant/Counter-Plaintiff.

DOCKET NO.:09D-1703

FINAL DECREE

This cause came to be heard on the 2nd day of November, 2009, before the Honorable Carol Soloman, Judge, upon the pleadings, the notarized Marital Dissolution Agreement, the testimony and the record as a whole, from all of which the Court affirmatively finds that the parties have made fair and equitable distribution of their property and are entitled to an absolute divorce on the grounds of irreconcilable differences and that the Marital Dissolution Agreement is affirmatively approved as submitted.

It is therefore **ORDERED, ADJUDGED, and DECREED** that the Counter-Plaintiff be and hereby is awarded an absolute divorce from the Counter-Defendant and the parties are restored to all the rights and privileges of unmarried persons.

Davidson County DEEDDIV
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RICHARD R. ROOKER, CLERK
D.C.

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

VERONIKA TRIPOVIC,	)	
Plaintiff/Counter-Defendant,	)	
	)	
Vs.	)	**DOCKET NO.: 09D-1703**
	)	
OLIVER KOMSIC,	)	
Defendant/Counter-Plaintiff.	)	

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between Veronika Tripovic, hereinafter referred to as "Wife" and Oliver Komsic, hereinafter to as "Husband". The Husband and Wife are hereby jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are Husband and Wife and serious marital difficulties have arisen between them; and

WHEREAS, the Parties agree that they have experienced irreconcilable differences in their marriage; and

WHEREAS, the parties wish to proceed to obtain a divorce upon Irreconcilable Differences pursuant to Tennessee Code Annotated *36-1-102(14).* the Husband and Wife being residents of Tennessee for a period of six (6) months preceding the initial filing of this divorce action and the Husband and Wife are residents of Davidson County, Tennessee, upon the parties making this Marital Dissolution Agreement; and

WHEREAS, the Parties desire to resolve and to settle their rights and interests regarding division of their separate property and debts of the parties; and

WHEREAS, the Parties further desire that this Marital Dissolution Agreement be approved and be incorporated verbatim into any Final Decree of Absolute Divorce that may be entered dissolving their marriage;

NOW THEREFORE, for and in consideration of the mutual promises, and mutual benefits and covenants herein set forth, the receipt and sufficiency of said consideration being hereby acknowledged by each of the Parties to this Agreement the Parties agree as follows:

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1. A condominium unit was purchased during the parties' marriage. Said condominium unit is located at 810 Bellevue Road, Number 212, Nashville, Davidson County, Tennessee 37221. The property is described as follows:

> Land in Davidson County, Tennessee being a certain condominium unit described as follows:
>
> Building 33, (See Affidavit of Correction of Legal Description in Instrument Number 20070605-0066764 **(BUILDING 31)**), Unit 212, **"Peppertree," Creekside Meadows Condominiums,** as established by Master Deed of record in Book 4834, page 257, Register's Office for Davidson County, Tennessee, as provided by Tennessee Code Annotated 64-2703 et. seq., and as shown on the plat of "Peppertree," Creekside Meadows Condominiums, of record in Book 4675, page 128 through 130, Register's Office for Davidson County, Tennessee, to which reference is hereby made. Also included is an unencumbered one-two hundred and thirteenth (1/213ths) of all the general common elements as described in the master deed of record in book 4834, page 257, Register's Office of Davidson County, Tennessee, and subject to all the terms and restrictions contained therein. Garage space 212G and other limited common elements as provided by the Master Deed in Book 4834, page 257 and shown on the Plat of record in Book 4675, page 128 through 130, Register's Office for Davidson County, Tennessee are included for the exclusive use of the Grantee.
>
> Being the same property conveyed to Oliver Komsic and Veronika Komsic (also known as Veronika Tripovic), husband and wife, by deed from Tiffany Lineweaver of record in Instrument Number 20070424-0048704, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing plat notes, conditions, restrictions, easement of record.
>
> This is improved property known as: 812 Bellevue Road, #A-212, Nashville, TN 37221.

The condominium was purchased in April, 2007 for $74,000.00. The outstanding indebtedness is $71,600.00. The value of condominium unit has not increased. If anything, it has decreased. There is no equity in the condominium unit. The parties agree that Husband shall be awarded sole right, title, interest in, and possession of said condominium unit. All of the Wife's marital right, title, and interest in said condominium unit shall be, and hereby is, divested from the Wife and re-invested in the Husband. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify the Wife for the outstanding indebtedness on said condominium unit. The

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Husband is the only party who executed the mortgage note. The Wife has no liability on the mortgage note.

2. Husband shall be awarded sole title to, interest in, and possession of the 1996 Honda Accord which was purchased by the Husband and paid for by the Husband prior to the parties' marriage. Husband is also awarded sole title to, interest in, and possession of the 1999 Ford Ranger which is titled to the Husband and which was a gift from the Husband's father to the Husband. Wife shall be awarded any vehicle which is Wife's name.

3. Husband shall be awarded the bedroom suite which was his separate property prior to the parties' marriage. Husband shall also be awarded the washer and dryer which was a gift to the Husband from his brother. The Husband shall be awarded the remaining household furnishings and his clothing, jewelry, and personal items. Wife shall be awarded her clothing, jewelry, personal items, and all items of household furnishings which are in her possession.

4. There are no children born of the marriage and none are expected.

5. The parties have no joint debts. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all debts incurred by the Husband both before and after the date of separation of the parties. Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for all debts incurred by the Wife both before and after the date of separation of the parties.

6. Wife shall be awarded all monies on deposit, stocks, bonds, and pension and retirement plans which are in her name. Husband shall be awarded all monies on deposit, stock, bonds, and pension and retirement plans which are in his name.

7. The parties affirmatively acknowledge that this Marital Dissolution Agreement has divided all of the parties' assets and debts and that are no assets or debts which have been omitted from this marital dissolution agreement.

8. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce and relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever in the property or estate of the other, whether it be by way of statutory allowance, dower, curtesy, distribution or intestacy right of election against the will of the other, or otherwise under the present or

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future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of actions, demands, and rights, in law and equity, which either party had or now has against the other, except any and all causes of action for divorce.

9. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between the parties other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

10. The parties agree to execute all documents, titles and other instruments necessary to give full force and effect to this agreement.

11. In the event any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, and said provision shall be severable.

12. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reasons not herein stated. The parties have represented by their respective attorneys in connection with the negotiation and preparation of this Marital Dissolution Agreement. Each party acknowledges that he/she have read this Marital Dissolution Agreement, that it is fair and equitable, and that is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

13. This Agreement is binding on the parties thereto, their heirs, executors, administrators, and assigns.

14. Should it be necessary for either party to seek court enforcement of any provision of this Agreement, then the prevailing party shall be responsible for attorney fees and court costs incurred in the enforcement of this agreement.

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15. It is understood and agreed between the parties that this agreement shall be submitted to the Court for ratification and incorporation into the final decree of divorce between the parties.

16. It is understood and agreed by the parties that this agreement is intended to be a final settlement of the 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 for 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, and statutory allowance, homestead rights, right to take against the will of the other, inheritance, decent or distribution, or right to act as administrator or executor of the other's estate, except as provided by the terms of this agreement. This agreement applies to all property now owned by Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

17. This agreement may be altered, amended, or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

18. The parties further agree that the above settlement agreement is fair and reasonable and that the same may be offered into evidence at any hearing in an action for divorce and made a part of any final decree of divorce in the event any Court sees fit to grant a divorce.

19. The parties further agree that they have read the forgoing instrument and understand its terms therein and acknowledge that they have each received a copy of it.

IN WITNESS WHEREOF, Wife has executed this agreement on this the 1ST day of Sept., 2009, and Husband has executed this agreement on this the 18 day of August, 2009.

Veronika Tripovic
Veronika Tripovic

Oliver Komsic
Oliver Komsic

Copy

STATE OF ~~TENNESSEE~~ MI

COUNTY OF ~~DAVIDSON~~ Macomb

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Veronika Tripovic, with whom I am personally acquainted with and who acknowledged that she executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 1ST day of Sept, 2009, at ~~Nashville, Tennessee.~~ Sterling Heights, Michigan

Notary Public

DIANE TOARMINO
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 28, 2012
ACTING IN COUNTY OF Macomb

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF DAVIDSON

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Oliver Komsic, with whom I am personally acquainted with and who acknowledged that he executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 18th day of August, 2009 at Nashville, Tennessee.

Notary Public

ELAINE P. GRIGG
NOTARY PUBLIC
My Commission Expires SEPT. 25, 2010

My Commission Expires:

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It is further **ORDERED** that the Martial Dissolution Agreement of the parties heretofore submitted to the Court is hereby approved and incorporated herein by reference and made an Order of this Court.

It is further **ORDERED** that upon the signing of this Order, the attorney for the Counter-Plaintiff is relieved of further duties as attorney of record for the Counter-Plaintiff in this cause.

It is further **ORDERED** that the costs of this cause shall be taxed against the Counter-Plaintiff, which execution may issue if necessary.

Enter this the 2nd day of Nov., 2009.

Carol Soloman, Judge

APPROVED FOR ENTRY:

Martha Child, #7213
Attorney for Counter- Plaintiff/Husband
392 Harding Place, Suite 215
Nashville, TN 37211
(615) 834-4300

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and exact copy of the foregoing by postage prepaid mail upon Leah R. Wilson, Attorney for Wife, 117 Union Street, Nashville, TN 37201 on this the 2 day of Nov., 2009.

Martha Child

Final Decree ID N/Children /Special
8th Circuit
DOMESTIC DOCS.

STATE OF TENNESSEE

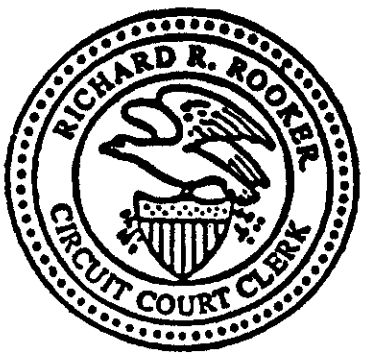
I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the order heretofore entered in the EIGHTH Circuit Court for Davidson County, Tennessee, on the 02 day of NOVEMBER , 2009 , in the Case Number 09D1703 between TRIPOVIC, VERONIKA Plaintiff, and KOMSIC, OLIVER 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 21 day of JANUARY in the year two thousand ten and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL



I, Philip Ellis, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Rutherford

Personally appeared before me, Lori Holloway, a notary public for this county and state, Philip Ellis who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

MY COMMISSION EXPIRES: 9-16-2011

Notary's Seal (If on paper)

LORI HOLLOWAY
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY