IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

2019 SEP 26 PM 2:25

FILED FOR ENTRY 10/1/19

MARY LEIGH YOUSSI **Plaintiff/Wife,**	)	
v.	)	**DOCKET NO: 48459-J**
SHANE MICHAEL YOUSSI **Defendant/Husband.**	)	

Karen Johnson Davidson County
Batch# 759444 DEEDDIV
11/23/2021 09:17:30 AM 18 pgs
Fees: $92.00 Taxes: $0.00
20211123-0155209

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 1st day of October, 2019, before the Honorable Deanna B. Johnson upon Plaintiff's Complaint for Divorce, the parties' Marital Dissolution Agreement, the testimony of the Plaintiff and the statement of counsel, from all of which the Court affirmatively found that the allegations of Plaintiff's Complaint for Divorce are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, have made adequate and sufficient provision for the equitable settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; that the Plaintiff's current mailing address is 220 Heathstone Circle, Franklin, Tennessee 37069 and Defendant's current mailing address is 2409 Middle Street, Nashville, Tennessee, 37208; and that the 60 day waiting period, as required by statute, has elapsed.

It is therefore **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures below as follows:

It is further **ORDERED, ADJUDGED** and **DECREED** that Plaintiff, Mary Leigh Youssi, shall be, and is hereby, awarded an absolute divorce from the Defendant, that Plaintiff shall be,

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CLERK & MASTER
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MARY LEIGH YOUSSI **Plaintiff/Wife,**	)	
v.	)	**DOCKET NO: 48459-J**
SHANE MICHAEL YOUSSI **Defendant/Husband.**	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **MARY LEIGH YOUSSI**, (hereinafter referred to as "Wife") and **SHANE MICHAEL YOUSSI**, (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband on June 17, 2019, same being Civil Action Number 48459-J in the Chancery Court for Williamson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, and obligation for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all of their property and other matters of concern; and

WHEREAS, the parties understand and agree that more than sixty (60) days have elapsed from the time Wife's Complaint was filed, that Wife's Complaint may now be brought before the

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Court for final disposition, and that Wife shall proceed to obtain an absolute divorce from Husband based upon the grounds of irreconcilable differences. Further, the parties understand and agree that at the final hearing of this cause this Agreement shall be submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. **CONSIDERATION:** The consideration for this Agreement is the mutual promises, covenants and agreements herein contained.

2. **GROUNDS:** The parties agree that this Marital Dissolution Agreement shall be presented to the Court as soon as possible from and after the date of its execution, and, upon approval by the Court, shall be incorporated into a Final Decree of Divorce awarding Wife a divorce based on the allegations of irreconcilable differences set forth in the Complaint filed on June 17, 2019 on behalf of Wife.

3. **CHILDREN:** There are no children of this union and none are expected.

4. **REAL ESTATE:** The party's own extensive real estate holdings for which they agree as follows:

A. WIFE shall retain all right, title, and interest in and to the following properties:

i. The parties jointly own in tenancy by the entireties, a house and lot situated at **918 Marengo Lane, Nashville, Tennessee 37204**, with a first mortgage held at PNC Mortgage. Husband agrees to quitclaim to Wife all right, title and interest he may hold in and to said property as her sole and separate property. Wife shall be solely responsible for any and all indebtedness owed thereon and shall hold Husband harmless therefrom.

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ii. The parties jointly own in tenancy by the entireties, a house and lot situated at **251 Strahl Street, Franklin, Tennessee 37064**, with a first mortgage held at Rockford Bank & Trust. Husband agrees to quitclaim to Wife all right, title and interest he may hold in and to said property as her sole and separate property. Wife shall be solely responsible for any and all indebtedness owed thereon and shall hold Husband harmless therefrom.

iii. The parties jointly own in tenancy by the entireties, a house and lot situated at **201 Overcrest Court, Nashville, Tennessee 37211**, with a first mortgage held at PNC Mortgage. Husband agrees to quitclaim to Wife all right, title and interest he may hold in and to said property as her sole and separate property. Wife shall be solely responsible for any and all indebtedness owed thereon and shall hold Husband harmless therefrom.

iv. The parties jointly own in tenancy by the entireties, a house and lot situated at **558 Roosevelt Ave., Madison, Tennessee 37115**, with a first mortgage held at PNC Mortgage. Husband agrees to quitclaim to Wife all right, title and interest he may hold in and to said property as her sole and separate property. Wife shall be solely responsible for any and all indebtedness owed thereon and shall hold Husband harmless therefrom.

The parties agree that Wife shall either refinance the mortgage indebtedness, if any, and/or release Husband from said indebtedness within six (6) months from date of transfer of each of the above referenced properties. In the event Wife is unable to release Husband from said indebtedness or refinance said mortgage indebtedness in her own name then said property(ies), which include Husband's joint responsibility, shall be sold and all indebtedness shall then be paid and net proceeds, if any, going to Wife. Any deficiency shall be the sole responsibility of Wife.

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B. HUSBAND shall retain all right, title, and interest in and to the following properties:

i. The parties jointly own in tenancy by the entireties, a house and lot situated at **4905 Cedar Hill Road, Nashville, Tennessee 37211**, with a first mortgage held at PNC Mortgage. Wife agrees to quitclaim to Husband all right, title and interest she may hold in and to said property as his sole and separate property. Husband shall be solely responsible for any and all indebtedness owed thereon and shall hold Wife harmless therefrom.

ii. The parties jointly own in tenancy by the entireties, a house and lot situated at **304 Binkley Drive, Nashville, Tennessee 37211**, with a first mortgage held at PNC Mortgage. Wife agrees to quitclaim to Husband all right, title and interest she may hold in and to said property as his sole and separate property. Husband shall be solely responsible for any and all indebtedness owed thereon and shall hold Wife harmless therefrom.

iii. The parties jointly own in tenancy by the entireties, a house and lot situated at **5104 Hilson Road, Nashville, Tennessee 37211**, with a first mortgage held at Dubuque Mortgage. Wife agrees to quitclaim to Husband all right, title and interest she may hold in and to said property as his sole and separate property. Husband shall be solely responsible for any and all indebtedness owed thereon and shall hold Wife harmless therefrom.

iv. The parties jointly own in tenancy by the entireties, a house and lot situated at **1717 Hunters Branch, Antioch, Tennessee 37013**, with a first mortgage held at PNC Mortgage. Wife agrees to quitclaim to Husband all right, title and interest she may hold in and to said property as his sole and separate property. Husband shall be solely responsible for any and all indebtedness owed thereon and shall hold Wife harmless therefrom.

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v. The parties jointly own in tenancy by the entireties, a house and lot situated at **2520 17th Ave., Rockford, Illinois 61108**, with a first mortgage held at Rockford Bank & Trust. Wife agrees to quitclaim to Husband all right, title and interest she may hold in and to said property as his sole and separate property. Husband shall be solely responsible for any and all indebtedness owed thereon and shall hold Wife harmless therefrom.

vi. The parties jointly own in tenancy by the entireties, a house and lot situated at **2331 Colorado Ave., Rockford, Illinois 61108**, with a first mortgage held at Rockford Bank & Trust. Wife agrees to quitclaim to Husband all right, title and interest she may hold in and to said property as his sole and separate property. Husband shall be solely responsible for any and all indebtedness owed thereon and shall hold Wife harmless therefrom.

The parties agree that Husband shall either refinance the mortgage indebtedness, if any, and/or release Wife from said indebtedness within six (6) months from date of transfer of each of the above referenced properties. In the event Husband is unable to release Wife from said indebtedness or refinance said mortgage indebtedness in his own name then said property(ies), which include Wife's joint responsibility, shall be sold and all indebtedness shall then be paid and net proceeds, if any, going to Husband. Any deficiency shall be the sole responsibility of Husband.

The parties expressly agree that any and all cumulative costs incurred by each of them individually or jointly to facilitate the division of their real estate holdings shall be totaled and then shared equally following the transfer of interest(s) as intended herein. Accrued property taxes and other fees related to the subject real estate holdings as of September 30, 2019, shall be divided accordingly for each property.

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C. LAND DEVELOPMENT INTERESTS:

The parties own a joint interest (50/50) in the following undeveloped properties/projects:

i. Mallard Pointe Lot Share situated at Boone County, Illinois, with an approximate value of $4,447.00.

ii. Stoneridge Lot Share #1 situated at Rockton, Illinois, with an approximate value of $32,308.00.

iii. Iowa Lot Share situated at Bettendorf, Iowa with an approximate value of $75,000.00.

The parties acknowledge and agree to allow Husband's father, Chris Youssi, to continue to administer and facilitate the above land development projects and to formulate and implement a 50/50 division plan for the above listed assets within thirty (30) days of the entry of the Final Decree of Divorce. Shane Youssi will retain ownership of the Iowa Lot Share and Mary Leigh Youssi will retain ownership of the Mallard Pointe Share and Stoneridge Lot Share #1. Chris Youssi will facilitate adjustments such that $19,122 in additional value will be assigned to Mary Leigh Youssi to achieve a 50/50 division of total lot share value.

D. Husband has a fifty-percent (50%) ownership interest in Same & Same, LLC with Wife's parents, Ben Baker and Leigh Anne Baker. Same & Same, LLC owns a house and lot situated at **4419 Belmont Park Tr, Nashville, TN 37215**, with a first mortgage held at Rockford Bank & Trust. Husband will assume 100% of the existing mortgage on the property. Husband will then pay Ben Baker and Leigh Anne Baker the sum of $85,000 with

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said terms of payment to be contained in a separate Memorandum of Understanding by and between Husband, Ben Baker and Leigh Anne Baker; which is incorporated herein verbatim by reference as if copied word for word. Husband shall retain all right, title and interest in and to said LLC and will be solely responsible for any and all indebtedness owed thereon and shall indemnify and hold Wife harmless therefrom, and will also hold Ben Baker and Leigh Anne Baker harmless therefrom. Ben Baker and Leigh Anne Baker will surrender their interest in the LLC following satisfactory completion of said transaction by all parties.

5. PERSONAL PROPERTY: The parties have made an equitable division of their items of personalty, furnishings and effects and each shall retain as their sole and separate property all such items presently in their respective possession and control.

The parties further acknowledge and agree that Wife will keep as her separate property all household items currently in her possession and her engagement ring. Husband will keep as his separate property all hunting firearms, equipment, supplies and fishing equipment. Husband will also keep the hand-made farmhouse table.

The parties further acknowledge and agree that Wife will pay to Husband $500 via Venmo on or before October 1, 2019 to equalize the division of the parties' household furnishings as aforestated and agreed upon.

The parties further acknowledge and agree that Wife will retain all right, title and interest in her American Airlines frequent flier miles (#25X9kb4) and Southwest frequent flier miles (#20114575795). Husband hereby waives, releases and relinquishes any claim or claims to said accounts.

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The parties further acknowledge and agree that Husband will retain all right, title and interest in his Southwest frequent flier miles (#20221875483) and American Airlines frequent flier miles (#WEU4614). Wife hereby waives, releases and relinquishes any claim or claims to said accounts.

The parties further acknowledge and agree that Wife will obtain a separate cell phone service account as of October 1, 2019 and Husband shall be solely responsible for any unpaid bills for the parties' current service.

6. VEHICLES: Wife shall retain as her sole and separate property the 2010 Mazda 6 automobile titled solely in Wife's name. There is no indebtedness owed on this vehicle.

7. BANK ACCOUNTS:

The parties shall reconcile all of their respective financial accounts, including their respective Venmo and PayPal accounts, as of September 30, 2019. Upon reconciliation, the aggregate total balance of all accounts shall be divided as equally as possible such that each party shall retain the following accounts and close the joint accounts with the object of each having the same balance in their respective account following division. In addition, both parties acknowledge that income earned by the Wife through the end of September 30, 2019, will not be received by Wife until mid-October. This earned income from the final week of September will be divided with the Husband net of taxes, fees and deductions.

Wife shall retain sole ownership of her SunTrust Bank account ending *6242 and Charles Schwab account ending *4929. Husband hereby waives, releases and relinquishes any claim or claims to said accounts.

Husband shall retain sole ownership of the Bank of America accounts ending *1928 and *4313. Wife hereby waives, releases and relinquishes any claim or claims to said accounts.

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The parties acknowledge and agree the joint checking account at Bank of America ending *0728 and joint savings account at Bank of America ending *3190 shall both be closed and the remaining balance of each account therein equally divided.

The parties acknowledge they have separate PayPal and Venmo accounts; and, hereafter, each party shall be entitled to sole and separate ownership of his or her own accounts.

8. PENSION AND RETIREMENT ACCOUNTS: Wife has a 401(k) plan held at HCA BConnected with an approximate value of $9,739.94. Husband has a 401(k) plan held at Caterpillar with an approximate value of $54,000. This Caterpillar account value minus $1,800 and minus the ending statement balance as of January 1, 2013, shall be divided equally between the parties. The final amount intended to be divided is approximately $55,290.35 (This result is from adding $9,739.94 from Wife plus $45,550.41 from Husband). The parties agree to equalize said retirement accounts by a QDRO and shall equally pay the cost for same.

The parties acknowledge and agree that Husband shall retain all right, title and interest in his Roth IRA account. Wife hereby waives, releases and relinquishes any claim or claims to said account.

9. DEBTS AND CREDIT CARDS: The parties agree to pay all existing credit card balances as of September 30, 2019 from joint funds and each party shall then be solely liable and responsible for any and all indebtedness incurred in their respective names thereafter and shall indemnify and hold the other harmless therefrom.

The parties are further given notice pursuant to Tenn. Code Ann. §36-4-134, that this Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the Agreement for an account, any debt associated with an account or any debt. Further, it may be in a party's best interest to

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cancel, close or freeze any jointly held accounts.

10. ALIMONY: The parties each waive any right or claim they may have from the other to any rehabilitative alimony, transitional alimony, alimony *in solido,* alimony *in futuro*, or spousal support of any kind.

11. HEALTH INSURANCE: Wife and Husband are currently covered through a private health insurance plan through Health Markets. The parties agree that Husband will remove himself from the parties' current health insurance policy and will obtain his own policy by September 30, 2019. After the execution of this Agreement, each party shall be solely and separately responsible for obtaining and maintaining their own health and major medical insurance, at their own expense, and, each party shall be responsible for the payment of any medical expenses incurred by them, respectively, and to hold the other harmless therefrom.

The parties acknowledge and agree that Wife will retain all right, title and interest to her UMB Health Savings Account ending *7881. Husband hereby waives, releases and relinquishes any claim or claims to said account.

12. LIFE INSURANCE: The parties agree that Husband will retain 100% of his life insurance policy with Northwestern, which he obtained before the marriage. Wife hereby waives, releases and relinquishes any claim or claims to said account.

13. TAXES: The parties shall file separately their federal income tax returns in 2019 and all subsequent years.

If, in connection with any joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party who earned the income for which the deficiency assessment is owed and, accordingly, that party shall indemnify and hold harmless the other party from any and all liability, financial or

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otherwise, for any such deficiency assessment. The parties shall equally divide any refund they are eligible to receive relative to joint federal tax returns heretofore filed.

Husband and Wife each represent and warrant to the other that all federal income tax returns during the marriage are or were, in all respects, true, correct and complete, and fully and accurately reflect the income and deductions for those years.

Each party will execute all Internal Revenue Service or other documents necessary to carry out the intent of this paragraph.

14. DISCOVERY: The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written discovery (Interrogatories, Request for Production of Documents, etc.) and/or oral discovery (Depositions) as part of this proceeding. In addition to the formal written discovery process, parties can ask the Court for permission to have a business valued if it is owned (in whole or in part) by either or both of the parties to the dispute. Each party, however, waives his or her right to that regard and wishes to settle this case under the terms contained within this Agreement.

15. ATTORNEY'S FEES: The parties agree to equalize the attorney fees incurred in this cause following the entry of the Final Decree and the final billing statement received from their respective counsel for services rendered in this divorce action.

16. COURT COSTS: The parties agree that they will equally divide any unpaid Court costs associated with the pending divorce proceedings.

17. FULL DISCLOSURE: The parties each represent that they have made a full and complete disclosure of all matters pertaining to their individual and marital property and assets; and, it is acknowledged by each party that they have entered into this Agreement in reliance upon the other's representation that full disclosure has been made.

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18. WAIVER OF CLAIMS TO OTHER PROPERTY OR ASSETS: As to any property or assets, of any type, kind or nature whatsoever, not specifically referenced in this Agreement, each party is hereby vested with full ownership and title to all such property and assets in their present possession or control, free and clear of any right, title or interest of the other.

19. ENFORCEMENT: In the event that either party should be required to institute or defend legal action to procure the compliance of the other or to enforce compliance with the terms and conditions of this Agreement, the prevailing party shall be entitled to a judgment for reasonable attorney's fees, expenses and costs incurred in the prosecution of such action.

20. COOPERATION BETWEEN THE PARTIES: It is understood and agreed that, as partial consideration for this Agreement, each party shall willingly and voluntarily deliver over to the other any property now in their possession and control to which the other may be entitled under this Agreement; and, each party shall willingly and voluntarily execute and deliver to the other any and all documents or instruments which may be necessary or required to effectuate and implement the terms thereof.

21. VOLUNTARY EXECUTION: 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 effects 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 and with advice of counsel.

22. FUTURE COOPERATION: 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.

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23. SEVERABILITY: In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, the invalidity of such individual provision shall not affect the other provisions of this Agreement, said provision being severable.

24. AMENDMENTS: This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

25. ENTIRE UNDERSTANDING: This Agreement is intended to be a final settlement of all marital rights between the parties and a discharge of all claims arising out of their marital relationship; and, each party hereby relinquishes any and all claims against the other which they may now have or may hereafter acquire under the laws of this or any other jurisdiction. There are no representations, warranties, or promises other than those expressly set forth herein.

26. FINAL SETTLEMENT: It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Chancery Court for Williamson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

27. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

IN WITNESS WHEREOF, the parties, hereby acknowledge that they have read this Agreement and that they understand its contents; and, each party has signed and executed this Agreement on the date written below and agree to be bound by the terms thereof.

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MARY LEIGH YOUSSI

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

SWORN to and subscribed before me this 25th day of September, 2019.

NOTARY PUBLIC

My Commission Expires: 9-29-2021



SHANE MICHAEL YOUSSI

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

SWORN to and subscribed before me this 25th day of September, 2019.

NOTARY PUBLIC

My Commission Expires: 9-29-2021

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and is hereby, restored to all rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED** and **DECREED** that this decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the Decree for an account, any debt associated with an account or any debt. Further, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

It is further **ORDERED, ADJUDGED** and **DECREED** that counsel for Plaintiff, Edward P. Silva, shall be, and is hereby, relieved as counsel of record in this case after 45 days of the entry of the Final Decree of Divorce.

It is further **ORDERED, ADJUDGED** and **DECREED** that the unpaid costs of this cause shall be, and are hereby, taxed against Plaintiff, Mary Leigh Youssi.

It is finally **ORDERED, ADJUDGED** and **DECREED** that execution may issue to enforce any of the provisions of this Decree

ENTERED this the 30th day of September, 2019.

DEANNA B. JOHNSON, JUDGE

APPROVED FOR ENTRY:

Edward P. Silva, BPR No. 2803
HARTZOG & SILVA, PLLC
123 Fifth Avenue North
Franklin, Tennessee 37064
615-790-1500
Attorney for Wife

Frank R. Brazil, BPR No. 34586
BRAZIL CLARK, PLLC
2706 Larmon Ave.
Nashville, TN 37204
615-730-8619
Attorney for Husband

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent via email and/or U.S. Mail, postage prepaid, to:

Edward P. Silva, BPR No. 2803
HARTZOG & SILVA, PLLC
123 Fifth Avenue North
Franklin, Tennessee 37064
esilva@hartzogsilva.com
Attorney for Wife

Frank R. Brazil BPR No. 34586
BRAZIL CLARK, PLLC
2706 Larmon Ave.
Nashville, TN 37204
615-730-8619
frank@brazilclark.com
Attorney for Husband

This the 4th day of October, 2019.

CLERK OF COURT

Tennessee Certification of Electronic Document

I, Brooke McMillion, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 9/25/2019 (date of document).

Brooke McMillion
Affiant Signature

10.29.21
Date

State of Pennsylvania
County of Allegheny

Sworn to and subscribed before me this 29 day of October, 2021.

Meredith Williams
Notary's Signature

MY COMMISSION EXPIRES: 11-1-24

NOTARY'S SEAL

Commonwealth of Pennsylvania - Notary Seal
MEREDITH WILLIAMS - Notary Public
Beaver County
My Commission Expires November 1, 2024
Commission Number 1301759