220B/1054

FILED

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

1993 AUG 11 PM 4:37

RICHARD R. ROOKER, CLERK

D.C.

WILLIAM JACOB SIMMONS)
)
Plaintiff,)
)
VS.) NO. 93D-1607
)
TAMMIE RACHELLE DABBS SIMMONS)
)
Defendant.)

62-2-A
94

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 11th day of August, 1993 before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff, on the grounds of Irreconcilable Differences. Upon hearing the testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, William Jacob Simmons, whose address is 2901 Steamboat Drive, Nashville, Tennessee 37214 is hereby awarded an absolute divorce from the Defendant, Tammie Rachelle Dabbs Simmons, whose address is 1707 Brentridge Circle, Antioch, Tennessee 37013 on the grounds of Irreconcilable Differences, T.C.A. §36-4-101(11) and §36-4-103 and the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights and there being no children born to these parties. The Court hereby approves the Marital Dissolution Agreement and the said Marital Dissolution Agreement in words and figures is as follows:

83260
IDENTIF. & REFERENCE

93 NOV -8 PM 2:32
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

5699 11/08 0101 01CASH 36.00

This Agreement is made and entered into at Nashville, Tennessee, on this the 23rd day of April, 1993, by and between WILLIAM JACOB SIMMONS, hereinafter referred to as "Husband" and TAMMIE RACHELLE DABBS SIMMONS, hereinafter referred to as "Wife";

W I T N E S S E T H:

WHEREAS, the parties have experienced irreconcilable marital differences and have agreed to separate with the result that it is agreed the Husband shall institute divorce proceedings against the Wife, the same being Docket No. 93D-1607 in the Circuit Court for Davidson County, Tennessee, and

WHEREAS, the parties hereto desire to reach a voluntary disposition between themselves as to the division of marital assets and liabilities, and other marital concerns, to enter into a contract for the settlement of such rights and obligations, not only for the present, but also for the future, and to have the provisions of such agreement incorporated into a Final Decree of Absolute Divorce subject to the approval of the aforementioned Court:

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. DIVORCE - The Husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, be made part of the Court's Final Decree.

2. SERVICE OF PROCESS - Each of the parties hereby acknowledges that a divorce action is to be filed by the Husband in the Circuit Court for Davidson County, Tennessee, under the above referenced docket number. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process. Wife hereby waives her right to file an answer in this matter.

3. REAL ESTATE - These parties acknowledge that on July 26, 1991, the day before these parties married, the Husband purchased a tract of real estate in Davidson County, Tennessee, located at 2901 Steamboat Drive, Nashville, Tennessee 37214, having purchased said tract of real property from Jack Kemp, Secretary of Housing and Urban Development, with the deed of such purchase being of record in Book 8414, page 418, Register's Office for Davidson County, Tennessee. This tract of real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 94 on the Plan of River Trace Estates, Phase One, Section 2, of record in Plat Book 6900, pages 158 and 159, Register's Office for Davidson County, Tennessee, to which said Plan reference is hereby made for a more complete and accurate description.

Wife hereby acknowledges that she contributed no monetary consideration to the purchase of the above described real property. She does hereby fully and completely divest herself of any and every interest which she may have in said tract of real property and does vest the same solely and completely in Husband. She does further agree to execute any Quitclaim or other form of deed which may be necessary to completely effectuate the divestiture of her interest in said tract of real property.

Husband acknowledges that at the time he purchased the above tract of real property, he placed thereon a Deed of Trust Indebtedness payable to Century Mortgage Corporation which indebtedness is secured by a Deed of Trust of record in Book 8414, page 421, Register's Office for Davidson County, Tennessee. Husband does agree to be solely and completely liable for said debt and to hold Wife absolutely harmless for any liability which she may have for such indebtedness.

4. HOUSEHOLD FURNITURE AND FURNISHINGS - The parties state that they have previously made full division of their household furniture and furnishings and that no such jointly owned property is now held by them and that each of them shall be solely

responsible for any indebtedness owed on any household furniture and furnishings in his or her individual possession and shall hold the other harmless thereon. Each party hereto is hereby be divested of any interest in the personal property in the possession of the other party.

5. AUTOMOBILES AND VEHICLES - The parties acknowledge that each of them may own one or more motor vehicles in his or her own respective name and that they do not at this time jointly own any motor vehicles of any description. Each party shall be responsible for any indebtedness on any motor vehicle owned by him or her and shall hold the other party harmless thereon.

6. DEBTS - Each of the parties agrees to be responsible for any debt incurred since their separation in his or her own name and shall hold the other party harmless thereon. Further, each of the parties acknowledges that except as set forth in this Agreement, there are no joint debts of the parties. Further, each of the parties agrees to be responsible for any debts incurred in his or her own name prior to the separation of the parties. The parties further acknowledge that they have not incurred any debt in the name of the other party, and in the event that such a debt is discovered, the party incurring said debt agrees to hold the other party harmless for the debt itself, and in addition shall pay any attorney's fees, court costs or litigation expenses incurred by the other party in defending against said debt.

7. BANK ACCOUNTS, RETIREMENT ACCOUNTS - Each of the parties shall receive as his or her sole and separate property any checking account or savings account in his or her name alone, any investment accounts, IRA accounts or other retirement or pension accounts in his or her own name and the other party shall be fully divested of any right, title, or interest therein and all interest shall vest in the party whose name said accounts or pensions are titled.

8. CHILD CUSTODY AND ALIMONY - The parties hereto acknowledge that during the course of their marriage no children were born to them or adopted by them. Therefore neither party seeks custody of any children of the other and does not seek any form of child

support from the other. In addition the parties hereby agree that neither of them shall seek from the other alimony in any form whatsoever.

9. ATTORNEY'S FEES AND COURT COSTS - The parties do hereby agreed that each of them shall be responsible for his or her own attorney's fees. The Husband does agree to be responsible for all court costs in this matter.

10. WIFE'S NAME TO REMAIN UNCHANGED - The parties do hereby agree that upon the granting of this divorce Wife shall be entitled to retain her current name, Tammie Rachelle Dabbs Simmons, but shall not in any way represent that she remains married to Husband.

11. MISCELLANEOUS PROVISIONS - Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnifying and holding the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C., Section 523(5), which is not dischargeable in bankruptcy as to the other party.

In the event a creditor of either party makes a claim against the other party which is upheld by a Court of competent jurisdiction, to pay any debts 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 responsible 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's fees.

In the event that it becomes necessary for either party to institute legal proceeding to procure the enforcement of any provision of this Agreement, he or she will also be entitled to a judgment for reasonable expenses including attorney's fees incurred in prosecuting said action.

Wife acknowledges that Edward S. Kelly, Jr., P. O. Box 140349, Nashville, Tennessee 37215, is the attorney for Husband alone and does not represent Wife. Wife further acknowledges that she has been advised by the said Edward S. Kelly, Jr., to seek counsel from

another attorney, but that Wife has specifically declined to do so.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the martial relationship now existing between the parties, which either party may now have or which might accrue to either in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force or effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties. They each acknowledge that they have executed this Agreement of their own free will and accord.

WILLIAM JACOB SIMMONS

TAMMIE RACHELLE DABBS SIMMONS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named WILLIAM JACOB SIMMONS, with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 23rd day of April, 1993.

Edward S. Kelly Jr.
Notary Public

My Commission Expires: 9-16-95

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me a Notary Public for the above County and State the above named TAMMIE RACHELLE DABBS SIMMONS, with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 23rd day of March, 1993.

Victoria K. Turner
Notary Public

My Commission Expires: My Commission Expires March 23, 1996

STATE OF TENNESSEE

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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 _11 day of _AUGUST , 19 _93 , in the Case Number _93D1607 between _SIMMONS, WILLIAM JACOB Plaintiff, and _SIMMONS, TAMMIE RACHELLE DABBS Defendant, as same remains of record in Book 2208 , Page _1054 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the _08 day of _NOVEMBER in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all provisions of the Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

This the 11th day of August, 1993.

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JUDGE

APPROVED FOR ENTRY:

EDWARD S. KELLY, JR. #2308
Attorney for Plaintiff
STELTEMEIER & WESTBROOK
P. O. BOX 150349
Nashville, Tennessee 37215-0349
Phone: 615/383-3327

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this Final Decree of Divorce has been sent by U. S. Mail, postage pre-paid, to the Defendant, Tammie Rachelle Dabbs Simmons, 1707 Brentridge Circle, Antioch, Tennessee 37113, on this the 11th day of August, 1993.

EDWARD S. KELLY, JR.