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IDENTIF. # REFERENCE

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RICHARD R. ROOKER, CLER

D.C.

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

WILLIAM LAWRENCE WOODARD,	)	
	)	
	)	
	)	BOOK 11216 PAGE 707
Plaintiff,	)	
	)	
vs.	)	NO. 98D-2680
	)	
CAROL ANN WOODARD,	)	
	)	
	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on the 13th day of November, 1998, before the Honorable ~~Muriel Robinson~~, Mary Ashley Nichols Substitute Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint filed herein for absolute divorce on the grounds of irreconcilable differences, Marital Dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open court, and statement of counsel, from all of which the Court finds as follows:

That there exists between the parties such irreconcilable differences as renders a further continuation of the marriage impractical and impossible.

That the Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the order of this Court.

It is therefore ORDERED, ADJUDGED AND DECREED that the Plaintiff/Husband is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the order of this Court and is in words and figures as follows:

98 NOV 13 PM 2:
RICHARD R. ROOKER, CLER
D.C.

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

WILLIAM LAWRENCE WOODARD,	)	
	)	
Plaintiff,	)	
vs.	)	NO. 98D-2680
CAROL ANN WOODARD,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made by and between CAROL ANN WOODARD, hereinafter referred to as "Wife", and WILLIAM LAWRENCE WOODARD, hereinafter referred to as "Husband".

WHEREAS, these parties have been married since February 14, 1991; and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action, in which irreconcilable differences is alleged as a ground, has been filed in the Circuit Court for Davidson County, Tennessee, Docket # 98D-2680 and they have no expectation of resuming their marital relationship; 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 mutually acceptable manner, such that said divorce action shall proceed uncontested, and further by her signature hereon the Wife makes an appearance before the Court in which this matter is pending and does hereby expressly waives service of process upon herself and the filing of an answer to the complaint.

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 acquired prior to the marriage real property located at 810 Willow Trace Court, Whites Creek, TN. The Wife, in consideration of the Husband paying the joint marital

debts listed herein does hereby convey to Husband all her interest whatsoever in said real property, to wit:

> Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Final Revision of Willow Trace Subdivision, Phase One, of record in Book 6900, Page 890, amended in Book 7900, Page 14, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being part of the same property conveyed to William E. Powell, Sr. by quitclaim deed from P & C Building and Development Corporation, a Tennessee corporation of record in Book 7874, Page 276, Register's Office for Davidson County, Tennessee.
>
> Subject to restrictions of record in Book 7777, Page 162, amended in Book 7777, Page 180, and Book 7843, Page 791: sewer easements of record in Book 7593, Page 519, and Book 7593, Page 74; Charter of Willow Trace Homeowner's Association of record in Book 7762, Page 74; all matters shown on the Plan of record.
>
> Being the same property conveyed to William L Woodard and Carol A. McKinney, both unmarried, by warranty deed from William E. Powell, Sr. of record in Book 7997, Page 617, Register's Office for Davidson County, Tennessee.

Husband further agrees to be solely responsible for the mortgages upon said real property and further to indemnify and hold Wife harmless thereon.

2. TITLED PERSONAL PROPERTY: The parties have acquired during the course of their marriage a 1995 Chevrolet Truck which is solely titled in the name of Husband, and a 1997 Buick Skylark which is solely titled in the name of Wife. The parties do each hereby agree that they will retain the vehicle titled in their individual name, and that they each relinquish any claim, right or title to the others vehicle. The indebtedness on the respective vehicles shall be paid by the party who acquires the vehicle hereunder and he/she shall hold the other party harmless thereon.

3. DEBTS AND FINANCIAL OBLIGATIONS: The parties agree that the Wife shall be solely responsible for any debts that are solely in her name and she shall hold Husband harmless thereon. They further agree that the Husband shall be solely responsible for any debts that are solely in his name and further any debts that are jointly in the names of both parties (Household Retail Acct.# 846001-10220627, $1571.00 and Lowe's Acct.# 08222043-0342046, $532.00), excluding the Advanta National Bank Visa credit card (Acct. # 5491000004688490) which debt was incurred by and will be the responsibility of and paid by the Wife. They further agree to

hold each other harmless as to their sole and separate debts and the joint debts as set forth herein.

4. INTANGIBLE PERSONAL PROPERTY: The parties have already divided all of their intangible personal property acquired during the course of the marriage between themselves. All right, title and interest in and to the intangible personal property in the name of Wife at the time of the execution of this Agreement shall be her sole and separate property, free and clear of all claims of Husband. All right, title and interest in and to the intangible personal property in the name of Husband at the time of the execution of this Agreement shall be his sole and separate property, free and clear of all claims of Wife.

5. PERSONAL PROPERTY: . Further the parties have presently separated and are living apart, and they agree that they shall each be awarded the personal property now in their respective possession exclusive of any right or claim of the other party.

6. BANK ACCOUNTS: The parties agree that upon the execution of this Agreement, all joint accounts remaining shall be closed and the proceeds divided equally between the parties. All funds on deposit on the date of execution of this Agreement in the name of Wife shall be the sole and separate property of Wife, free and clear of all claims of Husband. All funds on deposit on the date of execution of this Agreement in the name of Husband shall be the sole and separate property of Husband, free and clear of all claims of Wife.

7. ATTORNEY'S FEES: Each party will be responsible for payment of their respective attorney's fees.

8. COURT COSTS: All court costs shall be paid by Husband.

9. GENERAL PROVISIONS:

(a) It is agreed by the parties that this instrument shall be a final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from any and all claims arising out of the marital relationship. Each party hereby waives and relinquishes to the other party all right or claims which he or she may have, or hereafter acquire in the law

of any jurisdiction to the parties' property, including, but without limitation, statutory allowance, pensions benefits, homestead rights, rights to take against the will of the other, inheritance, descent or distribution or the right to act as Administrator or the Executor or other fiduciary of the other's estate. This instrument applies to all the property now owned by the parties, either jointly or individually or any property which either of them may acquire in the future.

(b) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement and the claim is upheld by a Court of competent jurisdiction, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

(c) This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

(d) It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Both parties acknowledge that they have had the opportunity to retain legal counsel, if desired, throughout the negotiation of this Agreement, and have actively participated in the negotiation thereof. Each party acknowledges that they have read this Agreement, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

(f) In the event any provision of this Agreement shall be held to be invalid by a Court of competent jurisdiction, such individual provision shall not effect the other provisions of this Agreement, said provisions being severable.

(g) This Agreement may be altered, amended or cancelled only by an instrument in writing signed by each of the parties, and

this requirement cannot be waived by oral agreement.

(h) The parties agree that neither will contract any indebtedness upon the credit of the other subsequent to the execution of this Agreement. If either party shall be compelled to pay any future debt of the other, then the party for whose benefit said payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of all interest, attorney's fees and court costs.

WITNESS my hand this 5th day of September, 1998.

Carol Ann Woodard
CAROL ANN WOODARD

WITNESS my hand this 5th day of September, 1998.

William Lawrence Woodard
WILLIAM LAWRENCE WOODARD

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above signed CAROL ANN WOODARD, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 28 day of September, 1998.

Vicky K. Cuers
NOTARY PUBLIC

My Commission Expires: Jan. 1, 2000.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above signed WILLIAM LAWRENCE WOODARD, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 5th day of September, 1998.

Linda Hollingsworth
NOTARY PUBLIC

My Commission Expires: 3-23-2000.

It is further ORDERED, ADJUDGED AND DECREED that the Husband shall be responsible for and pay the Court costs in this cause for which let execution issue if necessary.

This the 13th day of November, 1998.

SUBSTITUTE JUDGE Mary Ashley Nichols

PREPARED BY:

11-16-98

Jay Norman #10563
Attorney for Husband/Plaintiff
213 Third Ave. N.
Nashville TN 37201
615-242-5453

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid, to the Defendant/Wife, Carol Ann Woodard, 721 Due West Ave. N. Apt 209, Nashville, TN 37115 on this the 13th day of November, 1998.

Jay Norman

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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 13 day of NOVEMBER , 19 98 , in the Case Number 98D2680 between WOODARD, WILLIAM LAWRENCE Plaintiff, and WOODARD, CAROL ANN Defendant, as same remains of record in Vol. 377 , Page 69137 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 23 day of NOVEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

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