BOOK 11495 PG. 541

99 APR 19 PM 4
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NEENA WALKER FLIPPEN **Plaintiff/Wife**	]	
vs.	]	**Docket No. 99D-254**
ROBERT EZELL FLIPPEN **Defendant/Husband**	]	

FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 19th day of April, 1999, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon the pleadings heretofore filed in this cause, submission to the Court of a duly executed Marital Dissolution Agreement, expiration of the statutory waiting period, and the entire record. From all of which the Court finds that the Wife, Neena Walker Flippen, should be awarded an absolute divorce upon the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Wife, Neena Walker Flippen, should be and is hereby granted an absolute divorce from the Husband, Robert Ezell Flippen, upon the grounds of Irreconcilable Differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

0591758
REFERENCE
99 MAY 26 PM 2:52
REGISTER
DAVIDSON COUNTY, TN.

MARITAL DISSOLUTION AGREEMENT

90 APR 19 PM 4:2

WHEREAS, Neena Beth Flippen, hereinafter referred to as the "Wife", and Robert Ezell Flippen, Jr., hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood by and between the parties that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to *Tennessee Code Annotated* § 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and,

WHEREAS, there are no children born of this marriage; and,

WHEREAS, the parties own no real property jointly but do own some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

A. Vehicles. It is agreed by and between the parties that the Wife shall have as her sole property the 1986 Ford Bronco which is titled in her name, free and clear of any interest or claim of the Husband. The parties acknowledge that this vehicle is unencumbered. It further agreed by and between the parties that the Husband shall have as his sole property the 1992 GMC truck, which vehicle is unencumbered, free and clear of any interest or claim of the Wife.

B. Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Husband shall own as his sole property the following items: his computer, his clothes, and personal items, as well as all other personal property now in his possession. It is further agreed by and between the parties that all other items of personal property owned by the parties shall be and become the sole property of the Wife, free and clear of any interest or claim of the Husband.

C. Bank Accounts. It is agreed that each party shall own as his/her sole property any and all bank accounts, being checking, savings or otherwise, that they have in his/her sole name. It is agreed by and between the parties that each party shall relinquish any claim that he or she may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

D. Life Insurance. The Wife agrees to relinquish any claim or interest she might have in the life insurance policies owned by the Husband. The Husband shall have the right to change beneficiaries and otherwise use and dispose of this asset as he chooses.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the Wife located at 3028 Lake Shore Drive, Old Hickory, Davidson County, and Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. The property is more particularly described as follows:

> A certain tract or parcel of land in Davidson County, Tennessee, to-wit:
>
> Being the east 88 ft. of the west 175 ft. of Lot No. 5 on the Plan of Life & Casualty Insurance Company's Subdivision of the Dabbs & Elliott Property, as of record in Book 843, page 56, Register's Office for said County.
>
> Said part of said Lot No. 5 fronts 88 ft. on the south side of Pitts Avenue and runs back between lines as measured from the center of Pitts Avenue, 582.8 ft., more or less, on the west line and 583.1 ft., more or less, on the east line to a dead line on which it measures 88 ft.
>
> Being the same property conveyed to Chris F. Calvin and wife, Neena B. Calvin (being the same person as Neena B. Flippen) by Warranty Deed of record in Deed Book 6822, page 222, in the Register's Office for Davidson County, Tennessee, Mr. Calvin having subsequently quitclaimed his interest therein by Deed of record in Book 9567, page 154, Register's Office of said County.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT BENEFITS.

The Wife acknowledges that the Husband has acquired an interest in retirement benefits as a result of his employment during the marriage. The Wife agrees to relinquish any claim or interest that she might have in the retirement benefits of the Husband, so that he shall own his retirement benefits as his sole property, free and clear of any interest or claim of the Wife.

VI. MARITAL DEBTS.

It is agreed by and between the parties that the Wife shall be solely responsible for her Citibank VISA, and to indemnify and hold the Husband harmless therefrom.

The Husband agrees to be solely responsible for the Lowe's account and Northwest Financial and to indemnify and hold the Wife harmless therefrom.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. HEALTH INSURANCE.

The Husband agrees to pay the premium for the Wife to have health insurance coverage under the COBRA provisions of his health insurance, for a period of twelve (12) months following entry of the Final Decree of Divorce. In addition, the Husband agrees to pay the Wife's co-pays and deductible during this twelve-month period so that the Wife shall have no out of pocket medical expenses during this time.

VIII. ALIMONY.

It is agreed by and between the parties that the Husband shall pay to the Wife as alimony *in solido* the sum of Five Hundred ($500.00) Dollars per month for twelve (12) consecutive months commencing upon entry of a Final Decree of Divorce.

IX. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

X. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees, if any, for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. MAIDEN NAME RESTORED.

It is agreed by and between the parties that upon entry of a Final Decree of Divorce incorporating this Agreement, the Wife shall be restored to her maiden name of WALKER so that her legal name shall be NEENA BETH WALKER.

XIV. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XV. ESTATE WAIVER.

It is agreed by and 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 hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XVI. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVII. ENFORCEMENT.

It is agreed by and between the parties that 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 if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVIII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XIX. NO UNDUE INFLUENCE.

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 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.

XX. SEVERABILITY.

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

XXI. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXII. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC Section 523(5) of the *Bankruptcy Code*, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXIII. 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.

XXIV. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

WITNESS OUR HANDS, this 27th day of January, 1999 as to the Wife, and this 27th day of January, 1999 as to the Husband.

"WIFE"

NEENA BETH FLIPPEN

"HUSBAND"

ROBERT EZELL FLIPPEN, JR.

STATE OF TENNESSEE §

COUNTY OF DAVIDSON §

Personally appeared before me, **the Wife: NEENA BETH FLIPPEN,** with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 27 day of Jan, 1999

NOTARY PUBLIC

My Commission expires: Nov 25, 2000

STATE OF TENNESSEE §

COUNTY OF DAVIDSON §

Personally appeared before me, **the Husband: ROBERT EZELL FLIPPEN, JR.,** with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 27 day of Jan, 1999

NOTARY PUBLIC

My Commission expires: Nov 25, 2000

It is further ORDERED, ADJUDGED and DECREED that the Wife shall be restored to her maiden name of *Walker* so that her legal name shall be *Neena Beth Walker*.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause should be and are hereby taxed to the Husband, for which let execution issue, if necessary.

ENTER this 19th day of April, 1999.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS No. 12067
Attorney for Wife, Neena Walker Flippen
214 Third Avenue, North
Nashville, TN 37201
Telephone : [615] 244-2070
Facsimile : [615] 254-5639

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been served upon, Robert Ezell Flippen, Jr., *pro se*, at 203 Twin Oaks Drive, Nashville, Tennessee 37211, by United States mail, first-class, postage prepaid this the 19th day of April 1999.

MARY ARLINE EVANS

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STATE OF TENNESSEE

BOOK 11495 PG. 551

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 19 day of APRIL , 19 99 , in the Case Number 99D254 between FLIPPEN, NEENA WALKER Plaintiff, and FLIPPEN, ROBERT EZELL Defendant, as same remains of record in Vol. 598 , Page 109730 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 APRIL in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk