IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2000 JUN 20 PM 2:42

RICHARD R. ROOKER, CLERK

D.C.

DAVID A. BAILEY
Plaintiff
Social Security No. [redacted]-2715

vs.

HEATHER D. BAILEY
Defendant
Social Security No. [redacted]-8428

No. 00D-398

PICK-UP

Davidson County DEEDDIV
Recvd: 09/28/00 13:49 7pgs
Fees:30.00 Taxes:0.00
20000928-0096102

**FINAL DECREE**

This cause came to be heard on the 14th day of June, 2000, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; a Marital Dissolution Agreement which provides for a division of the parties' respective rights and interests and all joint and individual property, support obligations, and apportionment of responsibility for payment of the parties' joint and individual debts; and the entire record in said cause, from all of which the Court affirmatively finds the allegations of Plaintiff's Complaint are sustained by the proof, and that there exists 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 provisions for the equitable settlement of any property rights between themselves, that this Marital Dissolution Agreement should be approved, and that the sixty-day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court, and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties pursuant to Tennessee Code Annotated § 36-4-103(b).

It is further **ORDERED, ADJUDGED AND DECREED** by the Court 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 as follows:

IN THE ~~SECOND~~ 4th CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK
D.C.

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|---|---|---|
| DAVID A. BAILEY<br>Plaintiff,<br>Social Security No. [redacted]-2719 | : | |
| vs. | : | Docket No. ~~00D~~-398 |
| HEATHER D. BAILEY<br>Defendant.<br>Social Security No. [redacted]-8428 | : | |

**MARITAL DISSOLUTION AGREEMENT**

THIS AGREEMENT is made and entered into by and between **DAVID A. BAILEY**, hereinafter called "Husband", and **HEATHER D. BAILEY**, hereinafter called "Wife".

**WITNESSETH**

**WHEREAS,** the parties are married and there were no children born of this marriage;

**WHEREAS,** both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties.

**WHEREAS,** both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

**WHEREAS,** neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

**WHEREAS,** only Husband is represented by Worrick G. Robinson, IV, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Worrick G. Robinson, IV;

**THEREFORE,** in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

**CREDIT.** Parties hereto agree that neither party shall charge nor cause to be charged to the other party any purchases which either of them may make after this agreement is entered into, and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that

have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

**WAIVER.** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party, except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

**ENTIRE AGREEMENT.** This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein, and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the State of Tennessee shall govern this agreement in all respects.

**NON-DISCHARGEABILITY.** With respect to each party's responsibility for 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 the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

**NECESSARY DOCUMENTS.** Each party at the request of the other

will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

**NON-COMPLIANCE.** Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorneys' fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

**SEVERANCE.** Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

**INCORPORATION, PERMANENT and PENDENTE LITE.** In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the parties agree to the filing of this agreement, and by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were at the moment of signing, an order of this Court.

**VOLUNTARY EXECUTION.** Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information, including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

**MODIFICATION.** A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and

have all the other property maintained at the marital residence which has been accumulated during the marriage, with the exception of the following property, which will go to Wife:

1. Crystal wine glasses;
2. Clothing;
3. Rocking chair;
4. Bicycle;
5. Stair climber;
6. Wife's books;
7. Serving trays.

Except as listed above, each party makes no claim to any other property in the possession of the other party.

**AUTOMOBILES.** Wife shall retain ownership of the 1994 Honda Accord which is titled in Wife's Father's name and is free of any indebtedness. Said vehicle shall be vested solely in Wife. Husband shall execute any and all documents necessary to transfer title of said automobile to Wife.

Husband shall retain ownership of the 1996 Ford Explorer which is titled in Husband's and Wife's name, and shall be vested solely in Husband and divested from Wife and he shall be fully responsible for the payment of the indebtedness on said automobile to First American. Wife shall execute any and all documents necessary to transfer title of said automobile to Husband.

**REAL ESTATE.** Wife agrees to convey and by signing this document does convey to Husband any and all interests in the property at 806 Neartop Drive, Nashville, Tennessee 37209, more particularly described as follows:

> Land in Davidson County, Tennessee being Lot 21 on the plan of Section 3, Brookside Courts, addition #4 as of record in Plat Book 2083, page 29, Register's Office for said County to which plan references is made for a more complete description.

Wife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband; however, Wife shall maintain a lien on the property in the sum of $14,000.00, which shall not accrue interest. Husband agrees to pay Wife said sum in full within twelve months from the date of divorce or if he is otherwise unable to pay this

sum as stated, Wife shall make appropriate Motion to the Court for the sale of the residence in order to collect her lien share of the proceeds. Husband agrees to assume liability for the debts on the property and to hold Wife harmless on same.

**DEBTS.** The parties have no joint debts and each agrees to assume and hold the other party harmless on any debts which exists in their name only.

**BANK ACCOUNTS.** It is further agreed between the parties that Husband agrees to pay Wife the sum of $2,500.00 from the parties joint bank accounts, for which she acknowledges receipt of payment by her signature below, and Wife otherwise agrees convey to Husband any and all interest she has in any other marital or joint bank account. The parties shall otherwise maintain their individual back accounts free and clear of any claims of the other.

**ALIMONY WAIVED.** Wife and Husband claim no alimony, either pendente lite or permanent, and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

**RETIREMENT/PENSION/401(K).** Except as set forth below, the parties agree to give up any right they might have to the other parties' retirement, pension, 401K or I.R.A.. Each party will therefore retain the right to their individual pension, retirement, I.R.A. or 401K except Husband shall transfer to Wife the sum of Three Thousand ($3,000.00) Dollars from his Janus I.R.A. and Two Thousand ($2,000.00) from his Janus Mutual Fund. Said transfer shall be completed within ten (10) days of the date of divorce and by Qualified Domestic relations Order if necessary. In any event the parties shall cooperate to avoid any tax liabilities for either party.

**RETURN TO PREVIOUS NAME.** Wife shall resume the use of her former name of **THOMPSON.**

**DAVID A. BAILEY, HUSBAND**

**HEATHER D. BAILEY, WIFE**

**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 20 day of JUNE , 2000 , in the Case Number 00D398 between BAILEY, DAVID A. Plaintiff, and BAILEY, HEATHER D. Defendant, as same remains of record in Vol. 1223 , Page 224382 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 21 day of SEPTEMBER in the year two thousand and in the 225th year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By _____
Deputy Clerk

SEAL

