41
GBS 11/

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED
10:00 A M
DEC - 1 2000
MAHAILIAH HUGHES, CLERK
BY MHD D.C.

JAMES LEONARD WILDE,

Plaintiff,

v.

LOUELLA DORA WILDE,

Defendant.

No. 17268-C

NOTICE OF ENTRY REQUESTED

Davidson County DEEDDIV
Recvd: 12/19/00 16:22 14pgs
Fees:58.00 Taxes:0.00
20001219-0124521

FINAL DECREE

This cause came on to be heard on November 28, 2000 before the Honorable C.L. Rogers, Judge, upon Defendant's Counter-Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of the Defendant and the statements of counsel, from all of which the Court affirmatively found that the allegations of Defendant's Counter-Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Defendant to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; that the Answers heretofore filed by each of the parties have been withdrawn; that Plaintiff's current mailing address is c/o GARFINKLE, McLEMORE & WALKER, PLLC, 2000 Richard Jones Road, Suite 250, P.O. Box 158249, Nashville, TN 37215-8249, and Defendant's current mailing address is 4971 Albert Fentress Road, Greenbrier, TN 37073 and that the sixty-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 as follows:

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

JAMES LEONARD WILDE, Plaintiff, v. LOUELLA DORA WILDE, Defendant.	)	No. 17268-C

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between James Leonard Wilde (hereinafter referred to as "Husband") by and through his Guardian Ad Litem, John M. Cannon, and Louella Dora Wilde (hereinafter referred to as "Wife") this 28th day of November, 2000.

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past and desire to terminate their marriage based upon irreconcilable differences; and

WHEREAS, it is the intention of the parties to amicably settle their differences with respect to all property rights, obligation to the payment of debts, support obligations, and to enter into this Agreement for the settlement of such rights and obligations; and

WHEREAS, the parties have no minor children.

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:

I. Procedural Matters

A. Service of Process. The parties acknowledge that Mr. Wilde has filed and served his complaint and that Mrs. Wilde has filed and served an Answer and Counter-Complaint. As the parties have reached this Marital Dissolution Agreement, Mr. Wilde shall withdraw his Complaint, and Ms. Wilde shall proceed to obtain a divorce on the ground of irreconcilable differences pursuant to her Counter-Complaint.

Each of the parties in this action hereby waive his or her answer to the Complaint of the other in favor of the entry of this Marital Dissolution Agreement. This waiver shall be valid for 180 days from the date the last party signs this Agreement. Pursuant to T.C.A. § 36-4-103, Husband and Wife acknowledge that the signing of this Agreement shall be in lieu of service of process for the period such waiver is valid and shall constitute a general appearance before the Court and answer which shall give the court personal jurisdiction over each of them and constitute a default judgment for the purpose of granting a divorce on the ground of irreconcilable differences.

B. Venue and Service. Both parties hereby agree that by signing this Agreement, they waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Sumner County, Tennessee.

C. Procedure for Divorce. The parties further agree that Wife shall proceed to obtain an absolute divorce from Husband on the ground of irreconcilable differences.

D. Incorporation into Decree. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending and submitted to the Court for ratification and incorporation in the Final Decree of Divorce between the parties.

II. Custody and Support of Children

The parties have no minor children born of the marriage. Therefore, no provisions have been made for the custody or support of children.

III. Division of Property

A. Real Property.

1. Wife's Residence. Wife owns real property located at 4971 Albert Fentress Road, Greenbrier, TN 37073. This residence was purchased with Wife's share of the proceeds from the sale of the marital residence. This property shall be awarded to Wife as her sole property, free and clear of any claim by Husband. Wife shall be responsible for all debt secured by this residence, and shall indemnify and hold Husband harmless on all debt. On or before 30 days after entry of the Final Decree, Husband will execute a quitclaim deed consistent with the deed attached to this

Marital Dissolution Agreement as **Exhibit 1** conveying his interest in this property to Wife.

2. 1276 Lewisburg Pike, Franklin, TN. Husband owns rental real property located at 1276 Lewisburg Pike, Franklin, Williamson County, Tennessee, which consists of 1.55 acres known as The Shops at Henpeck and the adjoining 1.32 acre vacant lot. Rent is currently being collected monthly on The Shops at Henpeck. These properties, and all rents collected from the date of signing this MDA forward, shall be awarded to Husband as his sole and separate property, free and clear of any claim by Wife. Husband shall be responsible for any debt secured by these properties, and shall indemnify and hold Wife harmless on any such debt. On or before 30 days after entry of the Final Decree, Wife will execute quitclaim deeds consistent with the deeds attached to this Marital Dissolution Agreement as **Exhibit 2 & 3** conveying her interest in this property to Husband.

3. 317 Hill Avenue. The Husband owns real property at 317 Hill Avenue in Nashville, Davidson County, Tennessee consisting of a building and lot. This property is secured by two (2) notes to the parties' adult children, one to Anna Wilde Young in the amount of $105,000.00, and one to Daniel Wilde in the amount of $111,000.00. This property shall be awarded to Husband as his sole and separate property, free and clear from any claim by Wife. Husband shall be solely responsible for all debt secured by this real estate, including the two notes to the parties' children. Rents are expected to be collected monthly on this property in the approximate net amount of $5,000.00. Husband's Conservator will re-amortize the two notes owing to the children for a 15-year period, and shall be responsible for paying directly to the children the monthly payments on the notes owed to the children. On or before 30 days after entry of the Final Decree, Wife will execute a quitclaim deed consistent with the deed attached to this Marital Dissolution Agreement as **Exhibit 4** conveying her interest in this property to Husband.

4. Lot #2 and Lot #18 Old Jefferson Pike. The Husband owns two vacant lots known as Lot #2 and Lot #18 Old Jefferson Pike in LaVergne, Davidson County, Tennessee. These two lots shall be awarded to Wife as her sole and separate property, free and clear of any claim by Husband. Husband asserts there is no debt

owing on these vacant lots. On or before 30 days after entry of the Final Decree, Husband will execute quitclaim deeds consistent with the deeds attached to this Marital Dissolution Agreement as **Exhibit 5 & 6** conveying his interest in this property to Wife.

5. 2003 Commerce Place. Husband owns a one-half (½) interest in two lots known as Tract #1 and Tract #2 at 2003 Commerce Place, Columbia, Maury County, Tennessee. Husband's interest in these lots, and all rents associated therewith, shall be awarded to Wife as her sole and separate property, free and clear of any claim by Husband. Wife shall be responsible for the debt secured by this property and shall indemnify and hold Husband harmless on such debt. On or before 30 days after entry of the Final Decree, Husband will execute quitclaim deeds consistent with the deeds attached to this Marital Dissolution Agreement as **Exhibit 7 & 8** conveying his interest in these properties to Wife.

6. 221-245 Blanton Avenue. Husband owns a one-third (1/3) interest in real property known as Lot #2 Re-Subdivision of Sain Industrial Park (or 221-245 Blanton Avenue) in Nashville, Davidson County, Tennessee. The remaining two-thirds (2/3) interest is owned by William and Delois Buckland and Daniel and Sara Leech. Husband's interest in this property, and all rents associated therewith, shall be awarded to Wife as her sole and separate property, free and clear of any claim by Husband. On or before 30 days after entry of the Final Decree, Husband will execute a quitclaim deed consistent with the deed attached to this Marital Dissolution Agreement as **Exhibit 9** conveying his interest in this property to Wife.

B. Business Interest. The Husband owns a business known as Buckland Building Systems, Inc. After obtaining approval from the Court, the Husband's Conservator shall sell this business and related equipment, with the proceeds being awarded to Husband as his sole and separate property, free and clear of any claim by Wife. The Wife shall be awarded as her sole and separate property, free and clear of any claim by Husband, all Husband's interest in the following partnerships: Commercial Development Company, Southeastern Storage Spaces (also known as Columbia Self Storage), Southeast Acquisition I, Southeast Acquisition II, and Southeast Acquisition III.

C. **Personal Property.**

1. Vehicles. All right, title, and interest of the Husband in and to the 1989 Acura Legend operated by the Wife shall be and is hereby divested out of the Husband and vested absolutely in the Wife, free of any claim by the Husband. Wife shall indemnify and hold Husband harmless on the debt, if any, secured by the Legend. In addition, all right, title, and interest of the Husband in and to the 1995 Ford 250¾ ton Pickup and the 4 star aluminum horse trailer in Wife's possession shall be and is hereby divested out of the Husband and vested absolutely in the Wife, free of any claim by the Husband. Wife shall indemnify and hold Husband harmless on the debt, if nay, secured by these vehicles.

Pursuant to Court approval, Husband's Conservator shall sell the 1997 Acura TL previously operated by Husband, with all proceeds received to be awarded to Husband as his sole and separate property, free and clear of any claim by Wife.

2. Bank Accounts. The parties have no joint bank accounts other than the Discovery Joint Savers' Account #300-01-1102849. This account will be awarded to Husband as his sole and separate property, free and clear of any claim by Wife. The Clerk of the Sumner Circuit Court is holding funds in escrow for the benefit of Husband. These funds shall be awarded to Husband as his sole and separate property, free and clear of any claim by Wife. Each party shall be awarded all checking and/or savings accounts in their respective names, free and clear of any claim by the other party.

3. Pension and Retirement Benefits. The Wife has an IRA held in her name with Prudential, with an approximate balance of $14,082.29 as of August 31, 2000. This IRA shall be awarded to Wife as her sole and separate property, free and clear of any claim by Husband. The Husband has an IRA held in his name with Prudential, with an approximate balance of $9,380.97 as of August 31, 2000. This IRA shall be awarded to Husband as his sole and separate property, free and clear of any claim by Wife. The parties represent to each other that the above are the only retirement, IRA and/or pension accounts held by either party in any capacity. It is the further intention of the parties that each party shall be entitled to retain as his or her

separate property, free of all claims by the other party, all retirement accounts, IRA and pension benefits held in that party's sole name.

4. Federal Tax Refunds. The parties will share equally any and all refunds that they may receive from tax years in which they filed joint returns. Likewise, the parties shall share equally all liability for any tax years in which they filed joint returns, including taxes owed on the 1999 federal tax return.

5. Household Property. All household property owned by the parties has been previously divided between the parties.

D. Life Insurance Policies. The Husband has three life insurance policies on his life with cash values. They include Mass Mutual policy no. 4596901 with a current approximate cash value of $11,646.48; Mass Mutual policy no. 4268622 with a current approximate cash value of $17,240.88; and Mass Mutual policy no. 3006488 with a current approximate cash value of $9,597.49. The parties agree that the Mass Mutual policy no. 4596901 and the Mass Mutual policy no. 4268622, including all cash value, shall be awarded to Wife as her sole and separate property, free and clear of any claim by Husband, and the Mass Mutual policy no. 3006488, including all cash value, shall be awarded to Husband as his sole and separate property, free and clear of any claim by Wife.

E. Coin and currency collection. The Husband has a collection of coins and currency with an approximate value of $23,4000.00. This collection shall be awarded to Husband as his sole and separate property, free and clear of any claim by Wife.

IV. Responsibility for Debts

A. Credit Card/Line of Credit Debts. The parties have no joint credit card debts. Each party shall be responsible for all credit card and line of credit debt incurred in their sole name, and shall indemnify and hold the other party harmless. In the event debts incurred by either party after November 1, 2000 are attributable to credit cards or lines of credit held in the parties' joint names, the party incurring the debt shall indemnify and hold the other party harmless on such debts.

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 debt 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 recovery from the other 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.

B. **Court Costs.** The parties mutually agree that the accrued and unpaid costs of the action shall be paid jointly by the parties, 50% to each party, with each party being responsible for his or her individual attorney's fees.

C. **Other Debts.** The parties mutually agree to release and discharge each other from any liabilities created for the other since their date of separation. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit or the other from and after the date of execution of this Agreement.

V. Support and Maintenance of Wife

A. **Alimony.** Husband shall pay to Wife, as spousal support, the net income from the 317 Hill Avenue property. This alimony shall not be taxable to Wife nor deductible by Husband, although this provision may be modified by the court in appropriate circumstances. To secure his alimony obligation, Wife is hereby awarded and shall retain a lien on the 317 Hill Avenue property in the amount of $180,000.00. This lien shall be evidenced by this Decree and by an appropriate deed of trust or other instrument prepared by Wife's attorney for signature by Husband's conservator. This lien is subject to modification by the court if the court later determines that there has been a change of circumstances sufficient to modify alimony. The parties acknowledge that Husband has significant medical problems and that his need for income in the future may increase if he needs more intensive long term care, and that Wife's spousal support award is subject to modification depending on her needs and Husband's ability to pay support and meet his needs. Further, once the debt to the parties' children (Anna and Daniel) is paid in full, either party may petition the court to modify the alimony obligation set forth herein on the ground of changed circumstances. It is the intention

of the parties to divide as equally as possible all assets and future monthly income from rental properties, while at the same time allowing for Husband's possible future medical needs. Therefore, the parties specifically agree, that Wife's remarriage shall not automatically terminate her entitlement to support, but such remarriage may be considered by the court in the event of a petition to modify alimony based in part on Husband's needs.

B. Health Insurance. Each party shall be responsible for maintaining his or her own health insurance coverage.

VI. General Provisions

A. Legal Advice. 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 this Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel, or with the opportunity to obtain the advice of counsel.

B. Mutual Agreement and Release. Except as expressly provided in this Agreement, each party hereby waives, releases, renounces and forever discharges all claims, causes of action, rights or demands, known or unknown, past, present or future, which he or she now or hereafter has, might have, or could claim to have against the other by reason of any matter, thing or cause whatsoever, arising prior to the date of this Agreement. Nothing in this paragraph shall be deemed to prevent either party from enforcing the terms of this Agreement or from asserting any rights or claims expressly reserved to either party in this Agreement.

C. Expenses of Enforcement. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to a judgment for his or her expenses, including reasonable attorneys' fees, incurred in prosecuting or defending this action. No breach, waiver, or default of any of the terms of this Agreement, not prosecuted by the offended party, shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

D. Modification of Agreement. 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.

E. Further Documents. 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.

F. Full Knowledge. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them to the extent and probable value of all property and estate of the parties jointly and personally. Each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise in and to all of the estate whether real, personal, tangible, or mixed now owned or hereinafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this Agreement.

G. Dissipation of Property. The parties agree that they will not remove, sell, mortgage, or in any manner dissipate, or damage the real or personal property of the other party located in the homeplace or otherwise, either held jointly or severally, pending a final hearing for divorce.

H. Bankruptcy. 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 shall not be able to be discharged as a debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. The parties further agree that notwithstanding the fact that either party may subsequently be discharged under the Bankruptcy Code, that the Court in which this divorce action is heard, shall continue to have the power to enforce the terms and conditions of this Agreement by such powers or means as the Court may deem necessary, and that for this reason, all questions pertaining to the enforcement of the terms and conditions of this Agreement are reserved by the Court and continued under advisement by the Court for such further action as the Court may deem necessary.

I. **Severability.** Should any 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.

J. **No Harassment.** Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this Agreement.

K. **Full and Final Settlement.** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, choate 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 do 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.

L. **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.

Signed this 28 day of Nov, 2000 as to the Wife and this 28 day of November, 2000 as to the Husband.

Louella Dora Wilde
LOUELLA DORA WILDE

JAMES LEONARD WILDE

BY:
John M. Cannon, Guardian Ad Litem

MINUTES CIRCUIT COURT, SUMNER COUNTY, TENNESSEE -

STATE OF TENNESSEE)
COUNTY OF Sumner)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **LOUELLA DORA WILDE** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office located in Gallatin, Tennessee, this 28th day of November, 2000.

NOTARY PUBLIC

My commission expires: 1/25/2003

STATE OF TENNESSEE)
COUNTY OF Sumner)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **JOHN M. CANNON, as Guardian ad litem for James Leonard Wilde,** the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office located in Gallatin, Tennessee, this 28th day of November, 2000.

NOTARY PUBLIC

My commission expires: 1/25/2003

It is further ORDERED, ADJUDGED AND DECREED that Defendant, Louella Dora Wilde, shall be, and is hereby, awarded an absolute divorce from Plaintiff, that she be restored to all the 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 the alimony required by the terms of this Order shall not be reduced or prorated unless specifically ordered by the Court.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed equally against each party.

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

Entered this the 4 day of DEC., 2000.

C.L. ROGERS, Judge

APPROVED FOR ENTRY

James G. Martin #3083
Gregory D. Smith #11684

FARRIS, WARFIELD & KANADAY, PLC
Eighteenth Floor
SunTrust Center
424 Church Street
Nashville, Tennessee 37219
(615) 244-5200

Attorney for Wife,
Louella Dora Wilde

STATE OF TENNESSEE, SUMNER COUNTY
I, Mahailiah Hughes, Clerk, do hereby certify that the foregoing is a true and correct copy of the on file or issued in the case of Wilde v. Wilde
This the 8th day of Jan. 20 00
MAHAILIAH HUGHES, CIRCUIT COURT CLERK

RHSG

Robert H. Stratton #17202

11/27/00

4811 Lebanon Road, Suite 209
Hermitage, TN 37076
(615) 902-0311

Attorney for Husband,
James Leonard Wilde

John M. Cannon #11433

CANNON & CANNON, PC
P.O. Box 749
Goodlettsville, TN 37070
(615) 851-1880

Guardian ad Litem and Limited
Conservator to Mr. Wilde

John C. McLemore #3430

GARFINKLE, McLEMORE & WALKER, PLLC
2000 Richard Jones Road, Suite 250
P.O. Box 158249
Nashville, TN 37215-8249
(615) 383-9495

Conservator for Mr. Wilde

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed first class, postage prepaid to Robert H. Stratton, Attorney for Husband, 4811 Lebanon Road, Suite 209, Hermitage, TN 37076; John M. Cannon, Guardian Ad Litem and Limited Conservator to Husband, CANNON & CANNON, PC, P.O. Box 749, Goodlettsville, TN 37070; and John C. McLemore, Conservator for Husband, GARFINKLE, McLEMORE & WALKER, PLLC, 2000 Richard Jones Road, Suite 250, P.O. Box 158249, Nashville, TN 37215-8249, this 28 day of November, 2000.

Gregory D. Smith