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RICHARD R. ROOKER, CLERK
D.C.

**IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE**

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| **LINDA R. DALEY,** | ] | |
| | ] | |
| **VS.** | ] | **NO. 00 D 2270** |
| | ] | |
| **JAMES W. DALEY.** | ] | |

**FINAL DECREE**

This cause came on to be heard on the 15th day of November, 2000, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee. upon the Complaint for Absolute Divorce, service of process having been made upon the defendant, statement of counsel, and testimony of the plaintiff in open Court, and the entire record in this cause, where it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties;

It is therefore, **ORDERED, ADJUDGED** and **DECREED** that the plaintiff, LINDA R. DALEY, is granted an absolute divorce from the defendant, JAMES W. DALEY, on the grounds of irreconcilable differences and is hereby restored to all 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:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

| | | |
|---|---|---|
| LINDA R. DALEY, | ] | |
| | ] | |
| Plaintiff, | ] | |
| | ] | |
| vs. | ] | No. |
| | ] | |
| JAMES W. DALEY, | ] | |
| | ] | |
| Defendant. | ] | |

## MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, is entered into by and between *JAMES W. DALEY*, (hereinafter referred to as "*Husband*"), and *LINDA R. DALEY*, (hereinafter referred to as "*Wife*"), subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, the parties have experienced marital difficulties in the past with the result of the *Wife* desiring to institute divorce proceedings against the *Husband* in the Courts of *Davidson County*, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of a Court, to amicably settle their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be in effect with respect to all of their property and other matters of concern.

NOW THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements herein after contained, the parties do hereby agree as follows:

1. ***MINOR CHILDREN*** : The parties agree there are no minor children born or expected of the marriage.

2. ***REAL PROPERTY***: All right, title and interest in the property located at 444 Gates Road, Goodlettsville, Davidson County Tennessee, and better described as follows:

BEING Lot No.221 on the Plan of Gatewood, Section 1, as of record in Book 3300, pages 47-52 inclusive, Register's Office for said County.

BEGINNING at a point in the southeasterly margin of Gates Road, at the corner of Lots 220 and 221; thence with the said road, northeasterly 100 feet to a monument; thence around a curve in an easterly direction 39.3 feet to a monument in the southwesterly margin of Connie Avenue; thence with said Avenue, southeasterly 98 feet to the corner of Lots 221 and 222; thence along the line of said lots, southwesterly 124.8 feet to a monument at the corner of Lot 221 113 feet to the beginning

BEING the same property conveyed to James W. Daley and wife, Linda R. Daley of record in Book 8574, page 731, Register's Office for Davidson County, Tennessee entered on March 16, 1992.

shall be divested out of the husband and vested solely in the wife. The wife shall be responsible for any outstanding indebtedness owing thereon, holding the husband harmless from the same.

3. ***INTANGIBLE PERSONAL PROPERTY:*** Except as otherwise provided in this Agreement, each party hereby relinquishes any claim he or she may have in and to the proceeds of the checking, savings, pension or other accounts styled in the individual names of the other party and acknowledges that all such proceeds are the sole and separate property of the party in whom such accounts are styled. The husband has stocks in Sears, Allstate and Discover that are issued in his name and the husband is to keep these stocks free and clear of any claim of the wife. The husband shall receive all right, title, and interest in the account at AMSouth Bank (account number FR2-014516) that is in his name and that as of June 30th, 2000 contains a value of $3,878.25, free and clear from any claim of the wife. The husband shall receive all right, title, and interest in the Flexible Premium Deferred Annuity with The AIG Life Insurance Company (Contract #: Y000496950) that is in his name, free and clear of any claim of the wife. The wife shall receive all right, title, and interest in her Flexible Premium Deferred Annuity with The AIG Life Insurance Company (Contract # Y000496930), free and clear from any claim of the husband. The wife shall receive all right, title, and interest in the account in her name at AEDC Credit Union (410700034) that contains as of August 25th, 2000 a value of approximately $10,000.00. The wife shall receive all right, title, and interest in the account at AMSouth Bank (account number FR2-014508) that is in her name and that as of June 30th, 2000 contains a value of $3,878.25, free and clear from any claim of the husband. The wife shall receive all right, title and interest in her annuity with American Enterprise Life Insurance Company (contract/certificate # 9920-3732949) that contains as of August 8th, 2000 a value of $9,876.00, free and clear from any claim of the husband.

4. ***TANGIBLE PERSONAL PROPERTY:*** The parties acknowledge that they have heretofore physically divided their household furnishings and personal property, including automobiles. Each party shall be awarded that property in their possession, free and clear from any claim of the other. The wife shall receive all the household furnishings and property located at 444 Gates Road, Goodlettsville, Davidson County, Tennessee, free and clear of any claim of the husband, with the exception of the husband's couch, bed room suit, 30-30 rifle, work table and benches, tools, vacuum pumps, recover pumps and clothes that remain at 444 Gates Road, Goodletsville, Davidson County, Tennessee. The husband is to have free and clear claim of the aforementioned specified items and may remove them from the aforementioned residence at any reasonable time. The Wife is to keep the 1994 Ford Grand Marquis, free and clear from any claim of the husband, and she shall be responsible for the outstanding indebtedness owing thereon holding the husband from the same. The husband will receive all right, title, and interest in his Dodge Ram, free and clear from any claim of the wife, and he shall be responsible for the outstanding indebtedness owing thereon, holding the wife harmless from the same.

5. ***RELEASE FROM OBLIGATIONS.*** Immediately upon execution of this Agreement, both parties agree to obtain the other's release from any and all guaranties, promissory notes, general collateral agreements and similar instruments which they have signed, and released from any and all liabilities and debts from which they are responsible as a result of debts incurred by the other party. Both parties further agree to indemnify and hold each other harmless from any and all liability relating to such debts. Both parties agree to forward to the other any notices of insurance or debts either in writing or orally in a timely fashion.

6. ***DEBTS AND OBLIGATIONS:*** The parties do not have any other joint indebtedness. Each shall be responsible for their own debts, holding the other harmless from the same. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under *11 U.S.C. § 523(5)*, which is not dischargeable in bankruptcy as to the other party.

7. ***CLAIM BY CREDITORS.*** 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 recover 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.

8. ***ATTORNEY'S FEES:*** Each party shall be responsible for his or her respective attorney's fees, and the wife shall pay any unpaid Court costs.

9. ***LEGAL PROCEEDINGS:*** In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees incurred in prosecuting the action.

10. ***INCORPORATION:*** It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the *Circuit Court for Davidson County*, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

11. ***FINAL SETTLEMENT.*** It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, support rights and obligations of the respective parties heretofore 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 other's property, including, without limitation, dower, curtesy, 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 of the other's estate as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

12. ***BINDING EFFECT:*** This Agreement shall be binding upon and inure to the benefit of the parties hereto, personal representatives, heirs and assigns.

13. ***FULL DISCLOSURE.*** The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest.

14. ***VOLUNTARY AGREEMENT:*** 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.

15. ***MISCELLANEOUS.***

(a) This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

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

(c) 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.

(d) 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.

**THIS AGREEMENT** being executed on this the 31st day of August, 2000, for the *Husband*, and on this the 28 day of August, 2000, for the *Wife*.

By: James W. Daley
*JAMES W. DALEY*

By: Linda R. Daley
*LINDA R. DALEY*

STATE OF TENNESSEE |
COUNTY OF DAVIDSON |

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, ***JAMES W. DALEY,*** known to me to be the person whose name is subscribed to the within instrument and acknowledged that *he* executed the foregoing instrument for the purposes contained therein.

**WITNESS** my hand and official seal at Davidson, Tennessee, on this the 31st day of August, 2000.

Marsha P. Ward
**NOTARY PUBLIC**

My Commission Expires: November 24, 2001

STATE OF TENNESSEE |
COUNTY OF DAVIDSON|

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, ***LINDA R. DALEY,*** known to me to be the person whose name is subscribed to the within instrument and acknowledged that *she* executed the foregoing instrument for the purposes contained therein.

**WITNESS** my hand and official seal at Goodlettsville, Tennessee, on this the 28th day of August, 2000.

Patricia B Edsall
**NOTARY PUBLIC**

My Commission Expires: 03/27/04

It is further, **ORDERED, ADJUDGED** and **DECREED** that the property located at 444 Gates Road, Goodlettsville, Davidson County, Tennessee described as follows:

**BEING** Lot No.221 on the Plan of Gatewood, Section I, as of record in Book 3300, pages 47-52 inclusive, Register's Office for said County.

**BEGINNING** at a point in the southeasterly margin of Gates Road, at the corner of Lots 220 and 221; thence with the said road, northeasterly 100 feet to a monument; thence around a curve in an easterly direction 39.3 feet to a monument in the southwesterly margin of Connie Avenue; thence with said Avenue, southeasterly 98 feet to the corner of Lots 221 and 222; thence along the line of said lots, southwesterly 124.8 feet to a monument at the corner of Lot 221 113 feet to the beginning

**BEING** the same property conveyed to James W. Daley and wife, Linda R. Daley of record in Book 8574, page 731, Register's Office for Davidson County, Tennessee entered on March 16, 1992.

shall be divested out of the defendant, JAMES W. DALEY, and vested solely in the plaintiff, LINDA R. DALEY.

It is further, **ORDERED, ADJUDGED** and **DECREED** that the plaintiff be restored to her prior name of LINDA R. DAVIS.

It is finally **ORDERED, ADJUDGED** and **DECREED** that the costs of this cause are to be taxed against the Plaintiff, for which execution may issue, if necessary.

**ENTERED** this the 27th day of Dec., 2000.

Russell Robinson

**JUDGE**

**APPROVED FOR ENTRY:**

**WALKER & ASSOCIATES**

BY: Jason C. White
**JASON C. WHITE**, BPR No. 021070
Attorney for Plaintiff

204 North Main St.
Goodlettsville, TN. 37072
(615) 851-5775

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Final Decree has been forwarded to Mr. James W. Daley, Metro Jail, 448 2nd Avenue North, Nashville, Tennessee 37201, on this the 19 day of December, 2000.

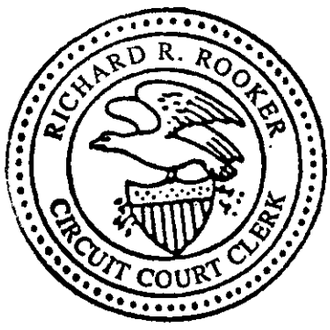
Jason C. White
**JASON C. WHITE**

**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 27 day of DECEMBER , 2000 , in the Case Number 00D2270 between DALEY, LINDA R. Plaintiff, and DALEY, JAMES W. Defendant, as same remains of record in Vol. 1595 , Page 292384 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 04 day of JANUARY in the year two thousand one and in the 225th year of American Independence.

SEAL




**RICHARD R. ROOKER,** Clerk,

By _____
Deputy Clerk