IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2001 JAN 23 PM 4:11

RICHARD R. ROOKER, CLERK

B Murray D.C.

SARA L. HOLBERT **Plaintiff**	
vs.	**Docket No. 00D-2138**
DENNIS L. HOLBERT **Defendant**	

FINAL DECREE OF DIVORCE

This cause came on to be ~~heard~~ Granted upon the 23 day of JANUARY, 2001, before the Honorable Marietta Shipley, Judge of the Second 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, Sara L. Holbert, should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any property rights between the parties.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Wife, Sara L. Holbert, should be and is hereby granted an absolute divorce from the Husband, Dennis L. Holbert, 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:

Davidson County DEEDDIV
Recvd: 03/22/01 12:17 10pgs
Fees:42.00 Taxes:0.00
20010322-0027754

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Sara L. Holbert, hereinafter referred to as the "Wife," and Dennis L. Holbert, 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, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Second Circuit Court for Davidson County, Tennessee, and docketed at number 00D-2138, to which reference is specifically made; and,

WHEARAS, there are no minor children born of this marriage and none are expected; and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and 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.

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) Household Furniture, Fixtures and Appliances. The parties acknowledge that they have already divided between themselves all of their household goods and personal items. It is agreed by and between the parties that they shall each own as their sole property all household furniture, fixtures and appliances and personal items now in their possession, free and clear of any right, title or interest of the other.

(B) Vehicles. The parties agree that the Wife shall own as her sole property the 1999

Dodge Durango SUV which she currently drives as her vehicle, free and clear of any right, title or interest of the Husband. The Wife agrees to be solely responsible for, and to indemnify and hold the Husband harmless from, any liability for the encumbrance on this vehicle.

It is further agreed by and between the parties that the Husband shall own as his sole property the 1999 Ford Ranger pick up truck which he currently drives as his vehicle, free and clear of any right, title or interest of the Wife. The Husband agrees to be solely responsible for, and to indemnify and hold the Wife harmless from, any liability for the encumbrance on this vehicle.

(C) Bank Accounts. It is agreed that each party shall own as his or her sole property all funds on deposit in any and all bank accounts, being checking, savings or otherwise, that each party has in his or her sole name. The parties acknowledge that they have no joint bank accounts.

(D) Mutual Fund. The Wife agrees to relinquish any interest she might have in and to the Franklin Templeton Investments mutual fund held in the name of the Husband, so that he shall own that account and its assets as his sole property, free and clear of any right, title or interest of the Wife.

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 parties located at 4589 Xavier Drive, Antioch, Davidson County, Tennessee, 37013 and more particularly described below. Any interest of the Husband in the aforesaid property shall be and is hereby divested from him and reinvested in the Wife so that the Wife shall own this property free and clear of any right, title or interest of the Husband. The property is more particularly described as follows:

> A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:
>
> Land in Davidson County, Tennessee, being Lot No. 123 on the Plan of Oakwood Terrace, Section 2, as of record in Book 4460, pages 118 and 119, Register's Office for said County, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Dennis L. Holbert and wife, Sara L. Holbert by deed from William Edward Highsmith and wife, Peggy Ann Highsmith, of record in Deed Book 10611, page 212, Register's Office for said County.

The parties further agree that the Wife shall be solely responsible for all encumbrances on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon.

The parties further agree to cooperate with one another so as to relieve the Husband from any liability on the home mortgage, if same can be accomplished at no additional cost to the Wife. To that end, the Husband shall seek to obtain re-financing for the Wife and he shall do all the paperwork and pay all the costs associated therewith. The Wife shall agree to said refinancing if, and only if, her monthly payment on the mortgage shall be the same as or less than her current monthly payment, it being the intent of both parties that the Wife shall not incur any new, greater or additional expenses as a result of said refinancing.

V. DEFERRED INCOME AND RETIREMENT BENEFITS.

The parties acknowledge that the Wife has acquired an interest in certain deferred income and/or retirement benefits (401(k) Plan) as a result of her employment prior to the marriage. The Husband agrees to relinquish any right, title or interest that he might have in that Plan, so that the Wife shall own her 401(k) Plan as her sole property, free and clear of any right, title or interest of the Husband.

VI. TAX REFUND.

The parties acknowledge that they have filed a joint federal income tax return (Form 1040) for the tax year 1999, and that they owed Three Thousand ($3000.00) Dollars, which the Wife paid in full. The Husband agrees to reimburse the Wife for one-half (1/2) of that sum.

VII. MARITAL DEBTS.

The Wife agrees to be solely responsible for the following debts: her Sallie Mae, Vanderbilt University and Marquette University student loans; her Target credit card; her CitiBank MasterCard; and her truck note and home mortgage as set out hereinabove. The Wife agrees to indemnify and hold the Husband harmless therefrom.

The Husband agrees to be solely responsible for the following debts: American Express, Partners First, Shell MasterCard and his truck note as set out hereinabove. The Husband agrees 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, including outstanding medical expenses and consumer debt, 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.

VIII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

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.

The Husband agrees to reimburse the Wife the sum of Five Hundred ($500.00) Dollars for one-half (1/2) of her attorney fees 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 equally to the parties.

XII. PERMANENT INJUNCTION.

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

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIV. 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.

XX. 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 right, title or interest of the other.

XXI. 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.

XXII. 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.

XXIII. 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 12th day of January, 2004, as to the Wife, and this 5th day of January, 2004, as to the Husband.

WIFE: SARA L. HOLBERT

HUSBAND: DENNIS L. HOLBERT

STATE OF TENNESSEE §
§
COUNTY OF ~~DAVIDSON~~ Davidson §

Personally appeared before me, the Wife: SARA L. HOLBERT, 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 12th day of January, 2004.

NOTARY PUBLIC

My Commission expires: September 25, 2004

STATE OF TENNESSEE §
§
COUNTY OF Williamson §

Personally appeared before me, the Husband: DENNIS L. HOLBERT, 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 5th day of January, 2004.

NOTARY PUBLIC

My Commission expires: DANETTE C. GODWIN Notary Public, Davidson Co., TN My Comm. Expires May 30, 2004

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

ENTER this 23 day of January, 2001.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS No. 12067
Attorney for Wife, Sara L. Holbert
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, Dennis L. Holbert, *pro se,* C/o Carpet Den, 264 Mallory Station Road, Brentwood, Tennessee 37067, by United States mail, first-class, postage prepaid this the 16th day of January 2001.

MARY ARLINE EVANS

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 SECOND Circuit Court for Davidson County, Tennessee, on the 23 day of JANUARY , 2001 , in the Case Number 00D2138 between HOLBERT, SARA LYNN VANDENEND Plaintiff, and HOLBERT, DENNIS LEE Defendant, as same remains of record in Vol. 1632 , Page 299365 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 FEBRUARY in the year two thousand one and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk