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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

99 JUL 19 PM 4:15

DEBORAH GWEN FLEMING)
Plaintiff)
)
v.) No. 99D-812 B Murray D.C.
)
CHARLES VADEN FLEMING)
Defendant)

142-16-E
70 CO

FINAL DECREE OF DIVORCE

This cause came to be heard on the 19th day of July, 1999, before the Honorable Muriel Robinson upon the original Complaint for absolute divorce of the plaintiff and the Marital Dissolution Agreement entered into by and between the parties and the entire record in this cause, from all of which the Court affirmatively finds that the Court has jurisdiction in all necessary particulars of this case; that the facts alleged in the Complaint are true and correct as to the necessary elements of an irreconcilable differences divorce; that the Marital Dissolution Agreement makes adequate and sufficient provision for the just and equitable settlement of any property rights between the parties; that the Marital Dissolution Agreement should be approved by the Court; and that the parties should be granted an absolute divorce on the ground of irreconcilable differences.

It is therefore ORDERED, ADJUDGED and DECREED, that the bonds of matrimony subsisting between Deborah Gwen Fleming and Charles Vaden Fleming shall be and are hereby absolutely and forever dissolved, and that Wife is granted an absolute divorce on the ground of irreconcilable differences, and that both parties are restored to all of the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED, that the Marital Dissolution Agreement makes adequate and sufficient provisions for the just and equitable settlement of any property rights between the parties, and that said Agreement is incorporated into this Final Decree by copying verbatim as follows:

Davidson County DEEDDIV
Recvd: 06/04/02 09:58 9pgs
Fees:47.00 Taxes:0.00
20020604-0067230

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

99 MAY 27 AM 9:10

RICHARD R. ROOKER, CLERK

D.C.

DEBORAH GWEN FLEMING Wife	)	
v.	)	No. 99D-812
CHARLES VADEN FLEMING Husband	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is made and entered into by and between CHARLES VADEN FLEMING, hereinafter referred to as "Husband," and DEBORAH GWEN FLEMING, hereinafter referred to as "Wife," whose names appear sworn to below, and referred to collectively as "the parties."

WITNESSETH:

WHEREAS, the parties have been experiencing difficulties in their marriage resulting in Wife filing an action for absolute divorce in the Circuit Court for Davidson County, Tennessee, and;

WHEREAS, the parties desire to amicably settle all of their rights and interests arising as a result of their marriage, and;

WHEREAS, the parties hereto acknowledge that they are familiar with each other's financial condition, property holdings, assets, and liabilities;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises set out herein, the parties hereto mutually agree as follows:

1. DIVORCE. The parties agree that Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences. Husband hereby waives service of process and filing of an Answer in the divorce case, styled *Deborah Gwen Fleming v. Charles Vaden Fleming*, to be filed in the Circuit Court for Davidson County, Tennessee.

2. PERSONAL PROPERTY. Wife shall have all of the household furniture and appliances on the downstairs floor of the parties' home, except the refrigerator and the king-size bed. Wife shall also have the trundle bed, her television, and the washer and dryer. Husband shall have all of the remaining household furniture on the upstairs floor of the parties' home, including the antique furniture, and the jacuzzi. The parties will each keep their own personal belongings, personal effects, and clothing, free and clear of any claims of the other party

whatsoever.

3. AUTOMOBILES. Husband shall have title to and possession of his 1995 Nissan truck, and shall be solely responsible for any indebtedness thereon and hold Wife harmless on the same. Husband shall also have possession of the 1998 Ford Mustang leased in his name, and shall be solely responsible for any indebtedness thereon and hold Wife harmless on the same. Wife shall have possession of her Ford Contour, and shall be solely responsible for any indebtedness thereon and hold Husband harmless on the same.

4. BANK ACCOUNTS. The parties have already divided the funds in their joint checking and savings accounts, and Husband shall have all the remaining funds in said accounts. Each party will keep his or her own bank accounts which are in their own name. Each party hereby relinquishes any right or claim to the funds in the account(s) of the other party.

5. REAL ESTATE. The parties jointly own the house and land located at 501 Bell Trace Lane, Antioch, Tennessee 37013. Wife agrees to convey and by signing this document does convey to Husband any and all interests she has in said real property. Wife is hereby divested of any and all of her interest in said land and residence. Wife further agrees to execute and deliver to Husband any and all deeds and instruments which may be necessary to convey her interests in said real estate to Husband. Husband shall be solely responsible for paying the mortgages owed to Homeside Mortgage Company and First Tennessee Bank, and the utilities and taxes and insurance on said property, and Husband shall hold Wife harmless on the same. Husband shall attempt to have Wife released from her liability on the mortgages on said property within six (6) months after the Final Decree is entered in the divorce case referred to above, by attempting to refinance said property or otherwise.

In exchange for Wife conveying her interests in this real property to Husband, Husband shall pay Wife the sum of $10,000.00 within 90 days of the day this Agreement is signed.

6. LIFE INSURANCE. Each party will keep his or her life insurance policies on their own life, free and clear of any claims of the other party.

7. 401(K) AND OTHER RETIREMENT BENEFITS. Each party will keep his or her own 401(K) and other retirement benefits, free and clear of any claims of the other party.

8. DEBTS. Husband shall be responsible for payment of the following debts,

and shall hold Wife harmless on the same:

Choice Visa credit card, approximate balance $6900;
Lowe's charge account, approximate balance $450;
Dillard's credit card, approximate balance $400;
American Express credit card, approximate balance $1000;
Bank of York personal loan, approximate balance $1500;
Service Merchandise credit card, approximate balance $2900;
Sears credit card, balance $0;
Amoco credit card, balance $0.

Wife shall be responsible for payment of the following debts, and shall hold Husband harmless on the same:

Her school loan incurred before the marriage, approximate balance $2800;
Eddie Bauer credit card, approximate balance $800;
Victoria Secret credit card, approximate balance $100;
Providian Visa credit card, which is in her name alone, approximate balance $50;
Capital One Silver MasterCard, which is in her name alone, approximate balance $350;
Any charges due on the cell phone which is in her name alone.

The parties acknowledge that there is no other joint debt. Any other debts not previously listed in this Marital Dissolution Agreement will be the sole responsibility of the party who incurred the debt, and that party shall indemnify and hold harmless the other party on said debt.

9. INCOME TAXES. It is agreed between the parties that each party will file income taxes for 1998 jointly, and any refund shall be divided equally between the parties. It is agreed that the parties shall file income taxes for subsequent years separately, and should there be any refund, each party will retain their own refund.

In the event any amounts are owed for income taxes during any years of the parties' marriage, the party owing said amounts to the Internal Revenue Service will be responsible for said payment and hold the other party harmless. Any past IRS obligations will be the responsibility of the party from whose income the tax was incurred.

10. FORMER NAME. Wife shall be allowed to resume use of her former name, Deborah Gwen Edwards.

11. FEES AND COSTS. Each party shall be responsible for their own attorney's fee. Wife shall pay any court costs due at the time of filing of the divorce complaint, and Husband will be responsible for any remaining court costs associated with the divorce action.

12. 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, threaten, or harass the other, and neither party shall compel or endeavor to compel the other to cohabit or dwell with him or her.

13. ENTIRE AGREEMENT. It is understood and agreed by and between the parties that this agreement contains the entire understanding of the parties. There are no warranties, promises, or agreements between the parties other than those expressly set forth herein. The parties are familiar with each other's holdings, assets, and financial condition, and this agreement or pertinent portion thereof shall be incorporated in the Final Decree of Divorce if approved by the Court.

14. FINAL RELEASE AND SETTLEMENT. It is understood and agreed between the parties that this agreement is intended to be a final settlement and agreement of the property rights of the respective parties hereto and shall constitute a discharge of all claims arising out of their 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 except as provided by the terms of this agreement. This agreement applies to all property now owned by Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

15. BINDING EFFECT. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. DISCLOSURE. The parties acknowledge that there are no assets owned by them either jointly or individually, and that they have no interests 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 their respective incomes, anticipated incomes, and all assets in which they have interests.

17. VOLUNTARINESS. It is further 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 party and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

18. SEVERABILITY. In the event any provision of this agreement shall be held invalid by the Court of competent jurisdiction, such individual provision shall not affect the other provisions of this agreement, said provisions being severable.

19. EXECUTION OF OTHER 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.

20. MODIFICATION. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

21. ENFORCEMENT. In the event it becomes necessary for either party to seek to enforce the terms of this agreement, then the losing party shall be responsible for a reasonable attorneys fee and the court costs.

22. 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 U.S.C. 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.

23. NO TAX ADVICE. Wife acknowledges that she is not relying upon any tax advice from her attorney, and that said attorney has expressed no expertise regarding the tax ramifications or tax consequences arising out of this agreement. Wife has been advised by her attorney and Husband acknowledges that each of them have the right 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.

THIS AGREEMENT shall be executed by each party and filed with the Court to be incorporated into the Final Decree of Divorce.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on (date)_____, 1999, and Husband has signed this Marital Dissolution Agreement on (date)_____, 1999.

Charles Vaden Fleming Deborah Gwen Fleming

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CHARLES VADEN FLEMING, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 15th day of May, 1999.

NOTARY PUBLIC

My Commission Expires: My Commission Expires May 26, 2002

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DEBORAH GWEN FLEMING, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 24th day of May, 1999.

NOTARY PUBLIC

My Commission Expires: My Commission Expires May 26, 2002

It is therefore ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement as executed by the parties is in all respects approved and ratified in full; and said Agreement shall be given full force and effect in all respects between the parties hereto as an Order of this Court.

It is further ORDERED, ADJUDGED, AND DECREED that Wife's address is now 303 Mountain High Drive, Antioch, TN 37013.

It is further ORDERED, ADJUDGED, AND DECREED that Husband's address is 501 Bell Trace Lane, Antioch, TN 37013.

It is further ORDERED, ADJUDGED, AND DECREED that Wife shall be allowed to return to use of her former name, Deborah Gwen Edwards.

It is further ORDERED, ADJUDGED, AND DECREED that the remaining costs of this cause shall be paid by Husband, for which execution may issue if necessary.

ENTER this 19th day of July, 1999.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

JUDY A. OXFORD #12799
Attorney for Wife
136 Fourth Avenue South
Franklin, TN 37064
615-791-8511

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded to:

Charles Vaden Fleming
501 Bell Trace Lane
Antioch, TN 37013

on this the 19th day of July, 1999.

Judy A. Oxford

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 19 day of JULY , 1999 , in the Case Number 99D812 between FLEMING, DEBORAH GWEN Plaintiff, and FLEMING, CHARLES VADEN Defendant, as same remains of record in Vol. 739 , Page 135523 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 MAY in the year two thousand two and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

