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RICHARD R. ROOKER, CLERK
B. Rooker D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELAINE B. FORSYTHE
Plaintiff

vs.

LARRY W. FORSYTHE, JR.
Defendant

020745

Docket No. ~~**02D-1475**~~

FINAL DECREE OF DIVORCE

This cause came on upon the _____day of _____, 2002, 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, Elaine B. Forsythe, 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, Elaine B. Forsythe, should be and is hereby granted an absolute divorce from the Husband, Larry W. Forsythe, Jr., 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:

Dansby, Timothy
v
Dansby, Charolette

020-1745

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MARITAL DISSOLUTION AGREEMENT

RICHARD R. ROOKER, CLERK

WHEREAS, Elaine B. Forsythe, hereinafter referred to as the "Wife," and Larry W. Forsythe, Jr., 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, it is understood by and between the parties that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to *Tennessee Code Annotated* § 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and,

WHEREAS, 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) Vehicles. The parties agree that the Wife shall own as her sole property the 1991 Buick Regal automobile which she currently drives as her vehicle, free and clear of any right, title or interest of the Husband. The parties acknowledge that this vehicle is unencumbered.

It is further agreed by and between the parties that the Husband shall own as his sole property the 1999 Pontiac Grand Prix GT automobile 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.

(B) Household Furniture, Fixtures & Appliances. The parties agree that they shall each own as their respective sole and separate property, all household goods and personal items now in their possession, except for the following items currently in the possession of the Wife, which items shall be and become the sole property of the Husband, to wit: his clothes, stein collection, trophies, 2 bookcases, curio cabinet, miscellaneous sundries and personal items, and such other items to which the parties can agree.

(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) Pets. It is agreed by and between the parties that the Wife shall own and have possession of the family pets, four (4) cats and two (2) dogs.

(E) Titans PSL's. The Husband agrees to and does hereby relinquish all right, title and interest he may have in the Tennessee Titans PSL's owned by the parties, so that the Wife shall own the PSL's and all rights associated therewith as her sole property.

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 1617 Aaronwood Drive, Old Hickory, Davidson County, Tennessee, 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. 134 on the Plan of Hampton Park (formerly known as Chitwood Downs), a Planned Unit Development, as of record in Book 6900, Page 405, and as amended in Book 6900, Pages 550-552, inclusive, and corrected in Book 7462, Page 445, and Surveyor's Certificate of Correction, of record in Book 8110, Page 401, and as amended in Book 8181, Page 112, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description.

BEING the same property conveyed to Larry W. Forsythe, Jr., and wife, Elaine B. Forsythe, by Deed from Fox Ridge Homes, Inc. a Tennessee Corporation, of record in Book 9361, Page 749, Register's Office for Davidson County, Tennessee.

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.

V. DEFERRED INCOME AND RETIREMENT BENEFITS.

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

The parties further acknowledge that the Husband has acquired an interest in certain deferred income and/or retirement benefits as a result of his employment during the marriage. The Wife agrees to and does hereby relinquish any right, title or interest that she might have in those benefits of the Husband, so that he shall own his retirement benefits as his sole property, free and clear of any right, title or interest of the Wife.

VI. MARITAL DEBTS.

The Wife agrees to be solely responsible for the following debts: the mortgage loan owed to the Wife's parents which is secured by the martial residence, and all credit card and other consumer debt in her name alone. The Wife agrees to indemnify and hold the Husband harmless therefrom.

The Husband agrees to be solely responsible for the following debts: the encumbrance on the Pontiac automobile owned by him, and all credit card and other consumer debt in his name alone. 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 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.

VII. 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.

VIII. 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.

IX. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees, if any, for representation in this matter.

X. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Wife.

XI. MAIDEN NAME RESTORED.

It is agreed by and between the parties that upon entry of a Final Decree of Divorce incorporating this Agreement, the Wife shall be restored to her maiden name of *Brooks* so that her legal name shall be *Elaine Marie Brooks*.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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 23 day of July, 2002, as to the Wife, and this 23 day of July, 2002, as to the Husband.

Elaine B. Forsythe
WIFE: ELAINE B. FORSYTHE

Larry W. Forsythe, Jr.
HUSBAND: LARRY W. FORSYTHE, JR.

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, the Wife: Elaine B. Forsythe, 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 23 day of July, 2002.

Sherry L. Oakes
NOTARY PUBLIC

My Commission expires: February 17, 2004

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, the Husband: Larry W. Forsythe, Jr., 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 23 day of July, 2002.

Sherry L. Oakes
NOTARY PUBLIC

My Commission expires: February 17, 2004

It is further ORDERED, ADJUDGED AND DECREED that the Wife should be and hereby restored to her maiden name, so that her legal name shall be *Elaine Marie Brooks.*

The current addresses of the parties are as follows:

Wife	Husband
1617 Aaronwood Drive	2075 Madison Square Blvd.
Old Hickory, TN 37138	LaVergne, Tennessee 37086

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

ENTER this 1 day of October, 2002.

HON. MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS No. 12067
Attorney for Wife, Elaine B. Forsythe
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 correct copy of the foregoing Final Decree of Divorce has been placed in the United States mail, first-class, postage pre-paid addressed to Larry W. Forsythe, Jr., *pro se*, at 2075 Madison Square Blvd, LaVergne, Tennessee 37086, this the 25th day of September, 2002.

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 07 day of OCTOBER , 2002 , in the Case Number 02D1745 between FORSYTHE, ELAINE B. Plaintiff, and FORSYTHE, LARRY W. JR. Defendant, as same remains of record in Vol. 4869 , Page 899059 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 14 day of OCTOBER in the year two thousand two and in the 226th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk