IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2002 AUG 28 PM 3:01
RICHARD R. ROOKER, CLERK
D.C.

CHARLES EDWARD WALLACE, PLAINTIFF/HUSBAND,	)	
vs.	)	No. 02D-129
JANICE CELESTINE WALLACE, DEFENDANT/WIFE.	)	

Davidson County DEEDDIV
Recvd: 11/07/02 13:09 10pgs
Fees:42.00 Taxes:0.00
20021107-0137315

FINAL DECREE OF DIVORCE

This cause came to be heard before the Honorable ~~Muriel~~ Carol ~~Robinson~~ Soloman Judge of the ~~Fourth~~ Eighth Circuit Court for Davidson County, Tennessee, sitting by interchange on the 28th day of August, 2002, upon the Complaint for Divorce filed by the Plaintiff/Husband in this cause, CHARLES EDWARD WALLACE. Based upon the statutory waiting period of sixty (60) days having elapsed, and the parties being before this Court having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the Plaintiff, CHARLES EDWARD WALLACE, is hereby awarded an absolute divorce from the Defendant, JANICE CELESTINE WALLACE, on the grounds of Irreconcilable Differences, T.C.A. §36-4-103, and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. §36-4-103(b), the Court affirmatively finds that there were no children born of this marriage. The Court hereby approves the Marital Dissolution Agreement, which is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSE

2002 AUG 28 PM 3:01

RICHARD R. ROOKER, CLERK

CHARLES EDWARD WALLACE
Plaintiff / Husband,

vs.

JANICE CELESTINE WALLACE
Defendant / Wife.

DOCKET # 02D-129

D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, **CHARLES EDWARD WALLACE**, hereinafter referred to as the "Husband", and **JANICE CELESTINE WALLACE**, hereinafter referred to as the "Wife", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing the division of their property 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 a suit for absolute divorce upon the grounds of irreconcilable differences is now pending in the Fourth Circuit Court for Davidson County, Tennessee, pursuant to T.C.A. Section 36-4-103, and that this Agreement shall be submitted to the Court for approval. It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Fourth Circuit Court for Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife 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.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. 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, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

2. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

The current addresses of the parties are:

Husband

Charles E. Wallace
3311 W. Hamilton Ave.
Nashville, TN 37218

Wife

Janice Celestine Wallace
2027 28 Ave. North
Apt. C-6
Nashville, TN 37208

3. PERSONAL PROPERTY.

The parties acknowledge that they have already divided between themselves all of their tangible personal property including vehicles and household goods. It is agreed by and between the parties that they shall each own as their sole property all tangible personal property now in their possession, free and clear of any right, title or interest of the other.

(A) Vehicles. The parties agree that the Wife shall own as her sole property the 1998 Nissin automobile 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 1994 Nissin truck, 1997 Plymouth Van, 1992 Chrysler New Yorker which he currently drives as his vehicles, 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) 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.

4. REAL PROPERTY.

It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property located at 3311 W. Hamilton Ave., Nashville, TN 37218, Davidson County, Tennessee. Any interest of the Wife in the aforesaid property shall be divested from her and reinvested in the Husband so that the he shall own this property free and clear of any right, title or interest of the Wife. ~~The property is more particularly described in the Quitclaim deed wife shall execute.~~ CJ

5. MARITAL DEBTS.

It is agreed by and between the parties that the Husband shall be solely responsible for any debts that he has acquired in his name and he shall indemnify and hold the Wife harmless thereon.

It is likewise agreed by and between the parties that the Wife shall be solely responsible for any debts that she has acquired in her name and he shall indemnify and hold the Husband harmless thereon.

6. ALIMONY.

The parties agree that neither party is entitled to alimony.

7. 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.

8. ATTORNEY FEES.

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

9. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband for which execution may issue, if necessary.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 acknowledge and agree that they have no retirement accounts. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

15. 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.

It is further understood and agreed by the Wife that John M. Garrett, Attorney at Law, represents Husband and that he has not been given any legal advice or consultation concerning the ramifications of this Agreement.

16. 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.

17. 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 interest or claim of the other.

WITNESS OUR HANDS, this 18th day of July, 2002 as to the Husband, and this 10th day of July, 2002 as to the Wife.

Charles E Wallace Sr.
CHARLES EDWARD WALLACE

x Janice C. Wallace
JANICE CELESTINE WALLACE

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **CHARLES EDWARD WALLACE**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged she executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

Witness my hand and seal this 18th day of July, 2000.

Marsha G. Howard
NOTARY PUBLIC

My Commission Expires: 11/30/02

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **JANICE CELESTINE WALLACE**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged he executed the foregoing instrument for the purposes therein contained, by signing her name thereto.

Witness my hand and seal this 10th day of July, 2002.

Marsha G Howard
NOTARY PUBLIC

My Commission Expires: 11/30/05

That the Complaint and all pleadings are amended to reflect the correct spelling of Defendant's middle name "Celestine".

2. The current addresses of the parties are as follows:

Janice Celestine Wallace
2205 10th Avenue, South
Apt. C-6
Nashville, TN 37208

Charles Edward Wallace
3311 W. Hamilton Avenue
Nashville, TN 37218

3. That all right, title and interest which Wife has, by virtue of the marriage, to the real property is hereby divested from her and reinvested to Husband, said real property is located at: 3311 W. Hamilton Avenue, Nashville, Davidson County, Tennessee 37218, more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 299 on the Plan of Section V, Treppard Heights, as of record in Book 2663, page 100, Register's Office for said County.
>
> Said Lot No. 299 fronts 80 feet on the southerly side of West Hamilton Avenue and runs back 690 feet, more or less, on the easterly line and 666.7 feet, more or less, on the westerly line, to the center line of Whites Creek Pike on which it measures 81 feet, more or less.
>
> Being the same real property conveyed to Charles E. Wallace, and wife, Gertie Wallace, by deed from Ance J. Kinnard, and wife, Mildred Kinnard, of record in Book 4392, page 208, Register's Office for Davidson County, Tennessee.

Being the same real property conveyed to Charles E. Wallace by Final Decree of Divorce, Docket No. 87D-384, from Gertie Wallace, of record in Book 7405, page 474, Register's Office for Davidson County, Tennessee.

4. That the costs of this cause, shall be taxed to the Husband ~~Huband~~, for which execution may issue if necessary.

ENTERED this 28 day of August, 2002.

Carol Soloman

JUDGE ~~MURIEL ROBINSON~~
Carol Soloman
By Interchange

APPROVED FOR ENTRY:

John Michael Garrett

JOHN MICHAEL GARRETT #19778
Attorney for Plaintiff
214 Third Avenue, North
Nashville, TN 37201
(615) 244-2070

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded by U. S. Mail, postage prepaid, to:

Janice Celestine Wallace
2205 10th Avenue, South - Apt. C-6
Nashville, TN 37208

on this the 26th day of August, 2002.

JOHN MICHAEL GARRETT

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 28 day of AUGUST , 2002 , in the Case Number 02D129 between WALLACE, CHARLES EDWARD Plaintiff, and WALLACE, JANICE SESTLINE Defendant, as same remains of record in Vol. 4697 , Page 866928 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 07 day of NOVEMBER in the year two thousand two and in the 226th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk