18A
10

IN THE CHANCERY COURT FOR OBION COUNTY, TENNESSEE
AT UNION CITY

Davidson County DEEDDIV
Recvd: 03/14/03 10:41 12pg
Fees:62.00 Taxes:0.00
20030314-0034307

LETISHA RILEY ALEXANDER,	)	
	)	
PLAINTIFF/COUNTER DEFENDANT,	)	
	)	
VS.	)	DOCKET NO. 23928
	)	
JONATHAN KYLE ALEXANDER,	)	
	)	
DEFENDANT/COUNTER PLAINTIFF.	)	

FILED
DATE Feb. 27, 2003
PAULA RICE
CLERK & MASTER
D.C. & M.

FINAL DECREE OF ABSOLUTE DIVORCE

THIS CAUSE came on to be heard on the 27 day of Feb, 2003, before the Honorable William Michael Maloan, Chancellor for the Chancery Court of Weakley County, Tennessee, sitting at Union City, upon the Complaint for Absolute Divorce filed herein, Answer filed thereto by the Defendant, Counter Complaint filed herein and Answer thereto, testimony of the Plaintiff, statement of counsel, and in fact upon a review of the record as a whole, wherein the Court finds the parties subsequently entered into a Marital Dissolution Agreement filed with this Court. The Court finds the Wife shall be granted an absolute divorce upon the grounds of irreconcilable differences.

The Court finds the parties have no children and none are expected.

The Court finds the parties' Marital Dissolution Agreement contains an equitable settlement of the parties' property rights. The Court further finds that all other provisions of the parties' Marital Dissolution Agreement are approved, ratified and merged into this Final Decree as though set out herein verbatim.

The Court finds the Wife is hereby restored to her maiden name of Riley.

The Court further finds the parties shall equally divide all court costs.

ALL OF WHICH IS HEREBY ORDERED, ADJUDGED AND DECREED.

ENTERED this 27 day of Feb, 2003.

W. MICHAEL MALOAN, CHANCELLOR

APPROVED FOR ENTRY:

NOEL H. RILEY, II, BPR #7493
P. O. Box 1534
Dyersburg, TN 38025-1534
731-287-0403
Attorney for Plaintiff/Counter Defendant

STATE OF TENNESSEE OBION COUNTY
I, the undersigned Clerk & Master, do hereby certify that this is a true and correct copy of the original of this instrument filed in this case, entered in record in Misc. Book No. 148, Page — et. seq. the same remaining in my office This 27 day of Feb. 2003
Paula Rice, Clerk & Master
Regina VanCleave Clerk / Deputy

KENT F. GEARIN, BPR #13803
P. O. Box 169
Martin, TN 38237-0169
731-587-5546
Attorney for Defendant/Counter Plaintiff

IN THE CHANCERY COURT FOR OBION COUNTY, TENNESSEE
AT UNION CITY

LETISHA RILEY ALEXANDER,	)	
	)	
PLAINTIFF/COUNTER DEFENDANT,	)	
	)	
VS.	)	**DOCKET NO. 23928**
	)	
JONATHAN KYLE ALEXANDER,	)	
	)	
DEFENDANT/COUNTER PLAINTIFF.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into as of the 27 day of Feb, 2003, by and between JONATHAN KYLE ALEXANDER, hereinafter referred to as "Husband", and LETISHA RILEY ALEXANDER, hereinafter referred to as "Wife".

W I T N E S S E T H:

WHEREAS, the parties were married on August 8, 1998, in Davidson County, Tennessee, and the parties have no children and none are expected; and

WHEREAS, the parties have experienced certain marital difficulties within their marriage with the result that Wife has instituted divorce proceedings in the Chancery County of Obion County, Tennessee, bearing Docket No. 23928; both parties desire to minimize the areas in controversy between them in the event the Court should see fit to grant the Wife a divorce upon the grounds of irreconcilable differences; and Wife shall proceed to court to secure the divorce without further notice to the Husband and Husband hereby waives his right to such notice; and

WHEREAS, the parties desire to confirm their intent to live separately and to make arrangements in connection therewith, including the settlement of their respective rights to all property accumulated during the marriage and all other rights and obligations growing out of the marriage relationship.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, and other good and valuable consideration from each party to the other, the receipt and legal sufficiency of which are hereby acknowledged, Husband and Wife, intending to be legally bound, do hereby agree as follows:

1. *Consideration.* The consideration for this Agreement is the mutual promises and agreements herein contained.

2. *No Interference.* That from the date of signing this agreement, each party agrees he or she shall be free from interference, authority, and control, directly or indirectly, by the other, as fully as though each party were single and unmarried, and that the conduct of either party, subsequent to the signing of this agreement, shall not be used as grounds for divorce.

3. *Division of Marital Real Property.* The parties agree and acknowledge they own marital real property consisting of a house and lot located at 704 Summerwind Circle, Nashville, Tennessee. The parties agree such marital real property shall be awarded to Husband as his sole and separate property. Husband shall be responsible for payment of any and all mortgages, amortizations, liens, insurance, taxes, maintenance, repairs and upkeep, and all other expenses associated with such real property, and he shall indemnify and hold harmless the Wife from the same. Wife agrees to convey to Husband any and all interest she has in the marital home by executing a Quitclaim Deed and/or any and all other documents necessary to effectuate the transfer of such real property into Husband's sole name upon the execution of this Agreement. The parties agree that Husband shall refinance such real property into his sole name

and shall pay to the Wife the sum of Twenty Two Thousand Dollars ($22,000.00) at the closing of such refinancing, and the balance of Wife's equity in the marital home as well as her interest in other marital property shall be set out hereinafter in this Agreement.

4. *Other Marital Real Property.* The parties agree they own two rental properties in Martin, Weakley County, Tennessee. Upon the entry of the Final Decree of Absolute Divorce, the parties agree that Husband shall pay the sum of Three Thousand Five Hundred Dollars ($3,500.00), representing Wife's equity in one rental property that was sold prior to the entry of the Final Decree.

5. *Division of Marital* Property. As a further division of marital property, the parties agree the remainder of Wife's equity in the marital home in Davidson County, Tennessee and in the remaining rental property in Martin, Weakley County, Tennessee (which was purchased during the course of the parties' marriage and is deemed to be marital property) shall be paid to her in twelve (12) monthly installments of One Thousand Five Hundred Dollars ($1,500.00) each, commencing ~~March~~ APRIL 1, 2003 and continuing in like manner on the first day of each month thereafter until paid in full. The parties agree that such payments shall be made directly to the Wife via the United States Postal Service. The parties agree and acknowledge such payments are to be made timely. The parties acknowledge and agree that a judgment in the total amount of Eighteen Thousand Dollars ($18,000.00) [being $1,500.00 x 12 payments] shall be granted to the Wife against the Husband, for which execution may lie if necessary. However, the parties agree that no execution on this judgment shall be had nor shall issue so long as Husband pays the sum of $1,500.00 to Wife for the specified period of 12 months. Under no circumstances is such division of marital property to be considered to be any type of alimony, whether rehabilitative, *in futuro, in solido*, or otherwise. The parties agree that Wife shall not be

required to claim the receipt of these monies for federal income tax purposes nor shall Husband claim a deduction for such payments on his federal income tax return.

This division of marital property also includes any remaining interest Wife may have in the parties' marital real estate that is subject to sale. Wife will execute any and all documents necessary to transfer her interest and title in said property to Husband. Husband shall be responsible for the mortgage payments, insurance, interest, upkeep and any and all other expenses related to such real properties and shall indemnify and hold harmless the Wife therefrom.

6. *Division of Marital and Non-marital Personal Property.* The parties agree that Wife is in possession of any and all marital personal property in which she claims to have an interest. The parties acknowledge and agree that all personal property of the parties, whether separate or marital, is now vested in the party who is in possession of the same at the time of the execution of this Agreement, with the exception of the Lexus automobile.

Each party hereby disclaims any and all interest in the personal property assigned to the other party and now in the other party's possession or under the other party's dominion and control. The parties have, by their separate agreement, previously provided for the disposition of all their property and assets not specifically dealt with in this Agreement, and such property shall be the sole and exclusive property of the party now in possession and control of the same.

7. *Automobiles.* The parties agree the Lexus automobile shall be deemed as the sole and separate property of the Husband, and Husband shall be responsible for the payment of all insurance, taxes, installment notes, and maintenance expenses. Husband shall indemnify and hold harmless the Wife therefrom. Wife shall execute all necessary documents to return the vehicle to Husband or to his heirs, assigns, and/or designees.

The parties further agree the Lexus automobile is to be returned to Husband within ~~thirty (30)~~ five (5) days of entry of the Final Decree. The parties further agree that Husband will be given an opportunity to inspect the vehicle as of the date of entry of the decree. Wife agrees to return said vehicle to Husband in good condition.

8. *Debts.* The parties agree that Husband shall be responsible for any and all credit card balances owed by the parties. The parties further agree that Husband shall take all necessary steps and shall exercise due diligence to remove Wife's name from said credit cards. Husband agrees to indemnify and hold harmless the Wife from the same. It is understood and agreed by the parties that each shall be responsible for the payment of all debts incurred in his or her name since the date of their separation, and each shall indemnify and hold harmless the other therefrom.

Each of the parties warrants that he or she will not at any time after the execution of this Agreement contract any debt, charge, or liability whatsoever for which the other party, his or her legal representatives, heirs, assigns, property, or estate, shall or may become liable, and that each of the parties will indemnify and hold the other harmless against any such debts, charge, or liability hereafter contracted by him or her, and any debts heretofore contracted by him or her, unless otherwise provided in this Agreement.

9. *Additional Instruments.* It is understood and agreed between the parties that upon consideration of the execution of this Agreement, each party shall willingly execute and deliver any and all instruments reasonable, necessary, and required in order to implement and to give full force and effect to the provisions of this Agreement including, but not limited to, automobiles and deeds for real estate.

10. *Attorney's Fees.* Husband acknowledges he has been represented in this matter by the law office of Kent F. Gearin, Esq. Wife acknowledges she has been represented in

this matter by the law office of Noel Riley, II, Esq. The parties agree that each shall be responsible for the payment of his/her own attorney's fees for legal services rendered in this matter.

11. *Prior Federal Income Tax Returns.* The parties have filed joint income tax returns in the past and Husband agrees to hold Wife harmless for any liability that might hereafter arise as a result of those tax returns. The Husband agrees to pay any taxes, fines, penalties, interests, attorney fees, and accountant fees incurred on such returns. Each party agrees to notify the other party immediately upon learning of a scheduled audit and to provide the other party with forms and documents needed to prepare his or her representation in such matter.

12. *Waivers of Claims Against the Estate.* Except as herein otherwise provided, each party may dispose of his or her property in any way that each party shall decide upon, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, thirds, curtesy, statutory allowance, homestead right, right to take in intestacy, the right to take against the will of the other, and the right to act as the administrator or executor of the other's estate, except for the Husband's right to claim any divorced husband's Social Security benefits from the Wife's account to which Husband may be entitled, which Husband specifically reserves, and except for the Wife's right to claim any divorced wife's Social Security benefits from the Husband's account to which Wife may be entitled, which Wife specifically reserves, and to which reservations both parties agree.

13. *Voluntary Execution.* This Agreement is made and entered into freely and voluntarily by each of the parties, free from any fraud, duress, constraint, or undue influence of

any kind or nature on the part of the other. Each party has entered into this Agreement fairly and freely, after having first received full and complete disclosure of the financial circumstances of the other, acting absolutely upon the independent judgment of each with the advice of separate and independent counsel, and each party acknowledges this Agreement is fair and equitable.

14. *Partial Invalidity.* If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

15. *Modification and Waiver.* Modification and waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

16. *Court Costs.* The parties agree they shall equally pay all court costs in the proceeding referred to on page one of this Agreement.

17. *Entire Agreement.* This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

18. *Controlling Law.* This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

19. *Binding Effect.* This Agreement shall be binding upon and inure to the benefits of the parties hereto, their personal representatives, heirs and assigns.

20. *Nondischargeability.* It is the intent of the parties, with respect to each party's responsibility under the terms of this Agreement for the payment of certain debts and liabilities and the obligation of each to hold the other harmless from liability therefrom, to agree that such assumption of obligations are nondischargeable debts under 11 U.S.C. §523(a)(5) of the Bankruptcy Code because it is in the nature of maintenance and support. Such obligations are a part of the final financial support settlement for both parties. The assumptions of

obligations set forth herein are not marital debts assumed as part of a property settlement. The division of property is set forth elsewhere in this Agreement.

21. *Expenses for Enforcement.* In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, in addition to any other relief to which the enforcing party may be adjudged and entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, lost wages, suit fees and any other related expenses incurred in the prosecution of the action.

22. *Wife's Maiden Name.* The parties agree that Wife shall be restored to her previous surname of Letisha Riley. (ta)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

/See Attached/
JONATHAN KYLE ALEXANDER

Letisha R Alexander
LETISHA RILEY ALEXANDER

STATE OF TENNESSEE
COUNTY OF _____

On this _____ day of _____, 2003, before me personally appeared JONATHAN KYLE ALEXANDER, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and Seal of office in said County on the day above written.

/See Attached/
NOTARY PUBLIC

My Commission Expires:_____

STATE OF TENNESSEE
COUNTY OF Dyer

On this 24 day of February, 2003, before me personally appeared LETISHA RILEY ALEXANDER, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and Seal of office in said County on the day above written.

NOTARY PUBLIC

My Commission Expires: 3-10-06

JENNIFER HINTON
NOTARY PUBLIC
AT LARGE
STATE OF TENNESSEE

JONATHAN KYLE ALEXANDER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned authority, appeared JONATHAN KYLE ALEXANDER, to me known or satisfactorily proven to me to be the person described in and who executed the foregoing document, and acknowledged that he executed same as his free act and deed.

Witness my hand and seal of office this 18th day of February, 2003.

NOTARY PUBLIC

My Commission Expires: 9-25-2006