IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEEE

FILED
2002 JUL 30 PM 3:32
RICHARD R. ROOKER, CLERK
B. Rawls D.C.

IRIS COLETTE CAMPBELL SALES, **Plaintiff,** **Social Security No. [redacted]-8821**	)	
vs.	)	**DOCKET NO. 01D-1628**
KERRY RAY SALES, **Defendant,** **Social Security No. [redacted]-9474**	)	

PICK-UP

FINAL DECREE OF DIVORCE

This cause came to be heard on the 30th day of July, 2002, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by IRIS COLETTE CAMPBELL-SALES upon the Marital Dissolution Agreement signed by the Plaintiff on May 9, 2002 and by the Defendant on June 3rd, 2002, the sworn testimony of the plaintiff in open court, statements of defendant's attorney, and the entire record herein; from all of which the Court finds that the allegations of the Complaint are sustained by the proof; that is that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provisions for an equitable settlement of any and all property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGEDD that the plaintiff, IRIS COLLETTE CAMPBELL is awarded an absolute divorce from the defendant, KERRY RAY SALES, and the parties are restored to all of the rights and privileges of unmarried persons.

Davidson County DEEDDIV
Recvd: 03/24/03 11:12 11pg
Fees:57.00 Taxes:0.00
20030324-0038407

IT IS THEREFORE ORDERED AND ADJUGED that the Marital Dissolution Agreement executed by the parties is approved by the court and incorporated herein as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between the parties, IRIS COLETTE CAMPBELL SALES hereinafter referred to as "WIFE", and KERRY RAY SALES, hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Husband's Petition and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this agreement:

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. **PENDING ACTION:** The parties acknowledge that wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee.

2. **CHILD SUPPORT:** The parties hereby acknowledge that there are no children born of the marriage.

3. **WAIVER OF ALIMONY:** In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the wife herby waives alimony and her rights to support and maintenance by the husband.

4. **REAL PROPERTY:** The parties own as tenants by the entirety real property located at 701 23rd Street, Nashville Tennessee, (hereinafter referred to as the "marital" residence). As to the marital residence the parties herby agree that the husband shall take all right title and interest in the home and the wife shall on or before the final hearing execute a quitclaim deed relinquishing all of her rights, title and interest in the property. Husband shall hereby assume full responsibility for all debt of the marital home (from the date of the signed document), including the mortgage debt and any other debts and notes which are secured by the marital home, and husband shall assume responsibility for the upkeep and maintenance. Husband shall hold wife harmless on the mortgage and husband hereby agrees to make all timely payments on the mortgage debt.

5. **VEHICLES:** The Husband shall have all right, title and interest in the vehicle that he currently operates and husband hereby agrees to divest himself of all rights, title and interest in said automobile. Husband shall be responsible for payment of the note attendant to the automobile and husband shall hold the wife harmless therefrom.

The wife shall have all right, title and interest in the vehicle that she currently operates and wife hereby agrees to divest herself of all right, title and interest in the said automobile. Wife shall be responsible for payment of the note attendant to the automobile and wife shall hold the husband harmless therefrom.

6. **PERSONAL PROPERTY:** The parties agree to the following division of personal household furnishings:

Husband: Microwave, coffeepot, ½ of the dishes, 3rd bedroom suite, floor model television.

Wife: Living room furniture, ½ of dishes. Dinette set, master bedroom suite, daughter's bedroom suite, washer and dryer, all paintings, all other televisions and property within the house.

The parties agree that any and all other personal effects remaining in the possession and ownership of each respective party shall remain in that parties' possession.

7. **DEBT:** The parties each have credit cards exclusive in the name of him/her. There are no joint credit card debts. The parties hereby agree that the husband shall take full responsibility and hold the wife harmless on any and all credit cards which are exclusively in his name. Wife shall take full responsibility and hold the husband harmless on any and all credit cards, which are exclusively in her name.

8. **MAIDEN NAME:** Wife shall be restored to her maiden name of IRIS COLETTE CAMPBELL.

9. **FUTURE INDEBTDNESS**: Each party covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid inclusive of interest and legal expenses.

10. **NECESSARY DOCUMENTS**: Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an accrual grant assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

11. **REVOCATION OF DOCUMENTS:** The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies annuities, retirement programs, employee benefit programs, and bank account. It is the intent that neither party shall receive any proceeds as a beneficiary of the other party as a beneficiary.

12. **DISCLOSURE:** The parties acknowledge that there are no 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 full disclosure to each other of all sources of income, debts, and property owned by them whether real, personal or mixed, whether titled in their name or in the name of the other, and all rights, liabilities, titles, interests and/or claims each may have whether inchoate or otherwise. Should it develop that there were undisclosed assets or debts; the party to whom the assts or debts were not disclosed shall have a right to an equitable share or indemnity of the same. The claim is specifically reserved to each party and is not discharged by the remaining terms of this agreement.

13. **INCOME TAX RETURN:** It is agreed that the parties will file separately for each tax year beginning with 2001. The wife will claim the marital residence on her 2001 tax return and the husband will claim the marital residence beginning with 2002 and forthgoing.

14. **COURT COSTS:** Court costs incurred as a result of the pending action for absolute divorce, including the final decree and orders implementing the final decree, shall be paid by the husband and wife in equal shares.

15. **ATTORNEY'S FEES:** Each party will be responsible for paying their own attorney's fees, if any.

16. **IMPLEMENTING DOCUMENTS:** The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and to do any act or thing that may be necessary or proper to carry into effect any part of this agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purpose of this agreement.

17. **AGREEMENT BINDING:** With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this agreement shall be incorporated in any decree of absolute divorce, which may be passed by said court. In the event the court shall fail or decline to incorporate this agreement or any provisions thereof in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

18. **COURT APPROVAL:** This agreement is subject to the approval of the court in the event a divorce is granted to either party in this matter. In the event that no divorce is granted, however, then this agreement is of no force and effect.

19. **INTEGRATEION:** This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

20. **INDEPENDENT COUNSEL PARTIES FULLY INFORMED:** Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

21. **MODIFICATION AND WAIVER:** No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver or any breach or default hereunder shall be deemed a

waiver of any subsequent breach or default. The terms of this agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

22. **OBLIGATION NOT DISCHARGEABLE IN BANKRUPTCY:** Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523 (5), which is not dischargeable in bankruptcy as to the party. Should such obligation not be found to constitute support, it is to be subject instead to 11 U.S.C. § (15), and is not dischargeable except as provided therein.

23. **COMPENSATION FOR CLAIMS:** In the event a creditor or either party makes a claim against the other party, which is upheld by a court of competent jurisdiction, to pay any debt for which the other party is responsible, either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expense incurred in defending the creditor's claim, including reasonable attorney's fees.

24. **TAX EXEMPTION:** 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 is an equal division of property by co-owners.

25. **FULL AND FINAL SETTLEMENT:** The parties accept the provisions of the agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support and both husband and wife further hereby forever release the other of all claims or right to dower homestead, alimony inheritance, year's support, and both husband and wife further do hereby forever release the other from all claims or rights to dower, right to dower, homestead, alimony, inheritance, year's support and all other property rights, except as provided for in this agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

26. **VOLUNTARY ACCEPTANCE:** The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress and coercion. The parties

further agree that they have made adequate and sufficient provision by written agreement for an equitable distribution of the parties' assets.

27. **LEGAL REPRESENTATION:** Wife is not being represented by counsel in this action. Joy M. Sims, 611 Woodland Street, Nashville, TN 37206, represents the Husband in this action.

WITNESS OUR HANDS, this the 9th day of May 1, 2002, as to the Wife, and the 3rd day of June, 2002, as to the Husband.

Iris Colette Campbell Sales

IRIS COLETTE CAMPBELL SALES

Kerry Ray Sales

KERRY RAY SALES

STATE OF TENNESEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, **KERRY RAY SALES** with whom I am personally acquainted, and made oath that the statements contained in the foregoing marital Dissolution Agreement are true to the best of his knowledge, information, and belief.

WITNESS MY HAND and official seal at Nashville, Tennessee, this the 3 Rd day of June ~~March~~ 2002.

Paulette White
NOTARY PUBLIC

My Commission Expires: May 28, 2003

STATE OF TENNESEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, **IRIS COLETTE CAMPBELL SALES** with whom I am personally acquainted, and made oath that the statements contained in the foregoing marital Dissolution Agreement are true to the best of his knowledge, information, and belief.

WITNESS MY HAND and official seal at Nashville, Tennessee, this the 9th day of May ~~March~~ 2002.

Iris M. Jackson
NOTARY PUBLIC

My Commission Expires: March 26, 2005

IT IS FURTHER ORDERED AND ADJUDGED that the parties shall each pay one half (1/2) the litigation tax and costs of this cause, for which execution may issue if necessary.

ENTERED this 30th day of July 2002.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JOY M SIMS
S. Ct. Reg. No. 10609
ATTORNEY FOR HUSBAND
611 Woodland Street
Nashville, TN 37206
(615) 244-8171

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed by U.S. Postage prepaid to Iris Colette Campbell-Sales, 6700 Cabot Drive, Apt. D-22, Nashville, Tennessee 37209 on this the 30th day of July 2002.

JOY M. SIMS

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 30 day of JULY , 2002 , in the Case Number 01D1628 between SALES, IRIS COLETTE CAMPBELL Plaintiff, and SALES, KERRY RAY Defendant, as same remains of record in Vol. 4547 , Page 838887 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 24 day of MARCH in the year two thousand three and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

