PICK-UP

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LOREN DAWN LEMLEY	)	
	)	
v.	)	No: 03D-1192
	)	
	)	
MICHAEL BRUCE LEMLEY	)	

FILED
AUG 20 2003
RICHARD R. ROOKER, Clerk
By B Rucker D Deputy

FINAL DECREE

This cause came to be heard on the 20th day of August, 2003, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Loren Dawn Lemley, be, and hereby is, awarded an absolute divorce from the Husband, Michael Bruce Lemley, on the grounds of irreconcilable differences, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement ~~and Parenting Plan~~ is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2003 AUG 14 PM 3:55
RICHARD R. ROOKER, CLERK

LOREN DAWN LEMLEY)
)
v.) No: 03D-1192
)
)
MICHAEL BRUCE LEMLEY)

D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 03D-1192.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

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

I.

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

II.

NO INTERFERENCE

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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not sale or exchange or other disposition, but represents a division of property by co-owners.

IV.

ALIMONY

Both parties waive Alimony.

V.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VI.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Prior to the filing of this matter, the parties divided their personal property. Each party will keep the property which is currently in their possession. Mr. Lemley shall receive the boat and the big screen TV.

VII.

REAL PROPERTY

(1) Wife owned the following real property located at 1919 Springfield Highway,

Goodlettsville, Tennessee 37072, prior to the parties' marriage:

> Being a tract of land in the 10th Civil District of Davidson County, Tennessee, known as Lot 2 of Birdwell Hills Estates of record in Book 6200, page 942, Register's Office for said county, to which reference is made for a more particular description.

All right, title and interest of Husband, Michael Bruce Lemley, in the above real property is hereby divested out of him and reinvested solely in Wife, Loren Dawn Lemley. Wife agrees to assume and pay the outstanding indebtedness owing on said property to Countrywide Mortgage and Union Planters Bank and shall hold Husband harmless thereon. In the event Wife becomes more than 30 days delinquent in keeping the payments current, then the same shall be sold and the proceeds will go to Mrs. Lemley after costs of the sale and the indebtedness thereon.

(2) Husband shall be awarded all right, title and interest in the lot and trailer located in Henry County, Tennessee, free and clear of any claims of Mrs. Lemley. Husband shall be responsible for the debt owing on the property to Union Planters Bank and shall make the payments in a timely manner. In the event Husband becomes more than 30 days delinquent in keeping the payments current, then the same shall be sold and the proceeds will go to Mr. Lemley after costs of the sale and the indebtedness thereon. Said real property is described as follows:

> Land in the Thirteenth Civil District of Henry County, Tennessee, being Lot No. 11 of Mansard Island Estates, Plat No. 2, which is of record in Plat Book No. 1, at page 189, and amended in Plat Book 2, page 12, in the Register's Office for Henry County, Tennessee.
>
> INCLUDED is a 1974 TOW 701 Mobile Home, Vehicle Identification No. T740232, being underpinned with the wheels removed and forming a part of the property hereinabove described.
>
> Being the same property conveyed to Loren D. Lemley and husband, Michael B. Lemley, by deed from Sarah D. Trull, unmarried, and Regina Anne Trull Simo and husband, Frank Simo, of record in Book _____, page _____, Register's Office for Henry County,

Tennessee.

All right, title and interest of Wife, Loren D. Lemley, in the above described real property is hereby divested out of her and reinvested solely in Husband, Michael Bruce Lemley. Wife will bring the payments current up through July 31, 2003.

VIII.

DEBTS

The parties have no joint debts. Each party will be responsible for the debts in their separate names.

IX.

SOCIAL SECURITY

Husband shall be awarded all interest in his social security benefits when and if received.

X.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

XI.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations 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. §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 part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

XII.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XIII.

ENTIRE AGREEMENT

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

XIV.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XV.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable

attorney's fees.

XVI.

COURT COSTS

The parties will each pay one-half all court costs for which let execution issue, if necessary.

XVII.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees. D. Scott Parsley has represented only Wife in this matter and has not offered or rendered any advice to Husband.

XVIII.

WAIVER OF SERVICE

Husband by signing this Marital Dissolution Agreement waives further service and waives filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2).

Witness our hands, this 12th day of August, 2003, as to the Wife, and the 12th day of August, 2003, as to the Husband.

LOREN DAWN LEMLEY

MICHAEL BRUCE LEMLEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **LOREN DAWN LEMLEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of August, 2003.

Carolyn Sizemore
NOTARY PUBLIC

My Commission Expires: 8/23/04

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **MICHAEL BRUCE LEMLEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12th day of August, 2003.

Sandra L. Daniel
NOTARY PUBLIC

My Commission Expires: My Commission Expires: 11-25-06

SANDRA L. DANIEL
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

It is further **ORDERED, ADJUDGED, AND DECREED** that Plaintiff, Loren Dawn Lemley, is restored to her maiden name of Loren Dawn Birdwell.

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed equally against the parties for which let execution issue, if necessary. Wife's address is Loren Dawn Lemley, P. O. Box 229, Ridgetop, TN 37152. Husband's address is Michael Bruce Lemley, 113 O'Bryan Avenue, Ridgetop, TN 37152.

ENTER this 20th day of Aug, 2003.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on the Honorable John David Moore, P. O. Box 209, Blodgett, MO 63824, by placing same in the U. S. Mail, postage prepaid, on this the 20th day of August, 2003.

D. SCOTT PARSLEY

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 20 day of AUGUST , 2003 , in the Case Number 03D1192 between LEMLEY, LOREN DAWN Plaintiff, and LEMLEY, MICHAEL BRUCE Defendant, as same remains of record in Vol. 5473 , Page 1224945 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 25 day of AUGUST in the year two thousand three and in the 227th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk