Map/Parcel
53-8-091

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 JUN 26 PM 4:27

RICHARD R. ROOKER, CLERK

RICHARD DOYLE SCOTT,
Plaintiff,

vs.

B. Rawls D.C.

Docket No. 02D-371

TINA WHITE SCOTT,
Defendant.

Davidson County DEEDDIV
Recvd: 09/19/03 13:47 8pgs
Fees:42.00 Taxes:0.00
20030919-0139053

FINAL DECREE

This cause came for final hearing on the 26h day of June, 2002, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed by Husband, Richard Doyle Scott: service of process waived upon the Defendant, Tina White Scott, the cause proceeding to trial as an uncontested matter in view of a written executed Marital Dissolution Agreement, reached by and between the parties and exhibited to the Court, and the entire record in this cause. From all of which the Court is of the opinion and finds as follows:

That from the record presented to the Court, it appears that the Parties hereto have irreconcilable differences in their marriage; and there are no minor children born to this marriage, ~~thereby waiving the parties to enroll and complete "Families First, Children Cope With Divorce" and entering into a parenting plan.~~

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore, existing by and between the Parties are hereby dissolved, and the Complainant, Richard Doyle Scott is hereby awarded an Absolute Divorce from the Defendant, Tina White Scott, upon the grounds there were irreconcilable differences, and he is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties have entered into a written executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by the Marital Dissolution Agreement. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 MAY 23 PM 3:27

RICHARD R. ROOKER, CLERK

RICHARD DOYLE SCOTT, Plaintiff,	)	
vs.	)	Docket No. 02D-371 D.C.
TINA WHITE SCOTT, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into by and between Richard Doyle Scott, hereinafter referred to as "Husband", and Tina White Scott, hereinafter referred to as "Wife", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, certain differences have arisen between the Parties which appear to be irreconcilable, and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for Divorce between the Parties being Richard Doyle Scott versus Tina White Scott, being docket number 02D-371; and

WHEREAS, the Parties hereto are mutually desirous of adjusting certain property rights between themselves; and

WHEREAS, the Parties further desire to comply with the conditions precedent to granting of a divorce on the basis of irreconcilable differences according to TCA §36-4-103.

NOW THEREFORE, said Parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the Parties hereto, agree as follows:

1. **PROPERTY.** (A) Real- The Parties acknowledge and agree they own certain real property located at 307 28th Street, Old Hickory, Tennessee 37138, as tenants by the entirety. The Husband shall quitclaim to the Wife his interest in the real property, upon the agreement that the Wife will refinance the mortgage within one (1) year from the date of the Final Decree, thereby removing the Husband from the loan. In consideration for the transfer of all interest in the property to the Wife, the Husband

shall be granted a lien against the real property in the amount of $13,000.00, with no interest, to be paid and satisfied upon the sale of the house when and if that should occur. Should the Wife be unable to refinance the loan within one (1) year, or the Wife allows the current mortgage to become two (2) months in arrears, the Wife agrees to quitclaim her interest back to the Husband, who shall refinance the marital residence within one (1) year from the date of the quitclaim deed, remove the Wife from the loan and enter a release of said lien for his interest in the property.

(B) Personal- The Husband shall keep as his personal property the following: Big screen television, stereo, bed, all racing equipment, all tools and contents of the garage.

The Wife shall keep as her personal property all remaining items not kept by the Husband.

2. **DEBTS.** The Husband shall be responsible for the following debts, titled in his name only: American Express credit card, Discover credit card, Capital One credit card, and all medical bills listed in the Husband's name. The Husband shall hold the Wife harmless on all of the above debts.

3. **INCOME TAX.** The parties agree to file a separate 2002 Income Tax Return.

4. **401K/PENSION.** The Wife shall keep as her separate property, her 401 K/Pension, with the Husband divesting any and all interest he may have in said 401 K/Pension.

The Husband shall keep as his separate property, his 401 K/Pension, with the Wife divesting any and all interest she may have in said 401K/Pension.

5. **AUTOMOBILES.** The Parties acknowledge and agree each already has possession of his/her automobile. The Husband shall keep as his separate vehicle the 1999 Silverado truck, titled in both parties' name. The Wife shall divest herself of any interest is said automobile and shall convey the same to the Husband. The Wife shall keep as her separate vehicle the 1995 Mustang GT, currently titled in the Husband's name only, and the Husband shall divest himself of any interest in said automobile by

executing title documents conveying his interest to the Wife. Each party shall be responsible for their automobile, and shall hold the other party harmless for any debt associated with each automobile, and shall indemnify the other for any such debt.

6. **ATTORNEY FEE/COURT COSTS.** The Husband shall be responsible for the payment of attorney fees and Court costs in this matter, as long as the divorce proceeds on the grounds of irreconcilable differences.

7. **REPRESENTATION.** Wife agrees and acknowledges that the Husband has retained Gary W. Temple, Attorney at Law, with regard to this action, who has acted exclusively in the capacity as the Husband's attorney.

8. **MISCELLANEOUS PROVISIONS.** In the event a creditor of either Party makes a claim against the other Party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that Party is not 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 expenses incurred in defending the creditor's claim, including reasonable attorney's fees. The assumption of any above- stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by each Party shall be considered a duty directly related to spousal support, alimony, child support and maintenance and it shall not be considered dischargable in any bankruptcy proceeding by one Party against the non-bankrupt spouse so as to allow a third party creditor to claim against the non-bankrupt spouse.

9. In the event it becomes reasonably necessary for either Party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

10. It is further understood and agreed that this Agreement shall in no way restrict either Parties' right to maintain any suit for divorce, and it shall in no way restrict either Parties' right to make a defense to such suit. It is further understood and agreed by and between the Parties that in the event a divorce is granted, this instrument

shall be incorporated in the divorce decree in so far as it undertakes to settle the mater of alimony and the property rights of the Parties hereto, subject to the approval of the Court.

11. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement for the property rights to the respective Parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital relationship, and that each Party waives and relinquishes jurisdiction in the other's property including, without limitation, dowery, curtesy, statutory allowance, alimony and support, right to act as administrator and executor of the other's estate and this Agreement applies to all property now owned by the Wife and the Husband, or any property that either of them may acquire in the future.

12. Each of the Parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

13. Each of the Parties hereto covenants with the other that from this day forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the Party for whose benefits such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

14. This Agreement shall be binding upon and in encue to the benefit of the Parties hereto, their personal representatives, heirs and assigns.

15. It is further understood and agreed by and between the Parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in the Agreement and their legal affect 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.

16. Each of the Parties hereby acknowledge that a divorce action is pending under the above style and docket number in the Fourth Circuit Court for Davidson

County, Tennessee. Each of the Parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process.

IN WITNESS WHEREOF, the said Parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Richard Doyle Scott

Richard Doyle Scott

Tina White Scott

Tina White Scott

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said County and State, the within named Richard Doyle Scott, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This 22nd day of May, 2002.

Aimee D. Bobbett

Notary Public

My Commission Expires: 5-28-2003

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said County and State, the within named Tina White Scott, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This 14 day of May, 2002.

Notary Public

My Commission Expires: 7/27/02

IT IS ORDERED that the costs of this action are taxed to the Plaintiff, Richard Doyle Scott, for which execution may issue.

The address of the Plaintiff is 237 Shute Lane, Old Hickory, Tennessee 37138.

The address of the Defendant is 307 28th Street, Old Hickory, Tennessee 37138.

ENTERED this 26th day of June, 2002.

Muriel Robinson, Judge

Approved for Entry:

Gary W. Temple (#014503)
Attorney for Plaintiff
4211 Gallatin Road
Nashville, Tennessee 37216
(615) 226-2263

CERTIFICATION

I hereby certify that a true and exact copy of the foregoing has been mailed to John Cannon, Attorney for Defendant, 112 Long Hollow Pike, Suite 206, P.O. Box 749, Goodlettsville, Tennessee 37072, this 26 day of June, 2002.

Gary W. Temple

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 26 day of JUNE , 2002 , in the Case Number 02D371 between SCOTT, RICHARD DOYLE Plaintiff, and SCOTT, TINA WHITE Defendant, as same remains of record in Vol. 4290 , Page 791518 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 19 day of SEPTEMBER in the year two thousand three and in the 227th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk