FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 OCT -2 PM 4:10

RICHARD R. ROOKER, CLERK

PICK-UP

CARI LYNN CLIPPINGER,

Plaintiff,

Social Security No. [redacted]4-3747 B Rawls D.C.

vs.

DANIEL JOSEPH CLIPPINGER,

Defendant.

Social Security No. [redacted]9-9447

Docket No. 02 D 1788

Davidson County DEEDDIV
Recvd: 11/17/03 11:24 10pgs
Fees:52.00 Taxes:0.00

20031117-0167261

FINAL DECREE

This cause came to be ~~heard~~ Granted on the 2 day of October 2002, before the Honorable Marietta Shipley, Judge of the Second Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; a Marital Dissolution Agreement which provides for a division of the parties' respective rights and interests and all joint and individual property, support obligations, and apportionment of responsibility for payment of the parties' joint and individual debts; and the entire record in said cause, from all of which the Court affirmatively finds the allegations of Plaintiff's Complaint are sustained by the proof, and that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, have made adequate and sufficient provisions for the equitable settlement of any property rights between themselves, that this 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** by the Court, and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties pursuant to Tennessee Code Annotated § 36-4-103(b).

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that Plaintiff, CARI LYNN CLIPPINGER, is hereby granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person, and the bonds of matrimony heretofore existing between them are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Plaintiff's name be restored to CARI LYNN WYMER.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the costs of this cause are taxed to the Defendant.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that execution may issue to enforce any of the provisions of this Decree.

Entered this _____ day of 10/2, 2002.

MARIETTA SHIPLEY, JUDGE

The parties currently reside at the following addresses:

Plaintiff: 624 Bel Air Drive, Nashville, TN 37217

Defendant: 624 Bel Air Drive, Nashville, TN 37217

Approved for Entry:

ROBINSON, REAGAN & YOUNG, P.C.

STEPHEN G. YOUNG #16989
Attorney for Plaintiff
446 James Robertson Parkway, Suite 200
Nashville, TN 37219
(615) 726-0900

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to the Defendant, Daniel Joseph Clippinger, 624 Bel Air Drive, Nashville, TN 37217, this the 11th day of September, 2002.

STEPHEN G. YOUNG

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2002 SEP 12 PM 3:20
RICHARD R. ROOKER, CLERK
D.C.

CARI LYNN CLIPPINGER,	:	
	:	
Plaintiff,	:	
Social Security No. [redacted]-3747	:	
	:	
vs.	:	**Docket No. 02D 1788**
	:	
DANIEL JOSEPH CLIPPINGER,	:	
	:	
Defendant.	:	
Social Security No. [redacted]-9447	:	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between CARI LYNN CLIPPINGER, hereinafter called "Wife", and DANIEL JOSEPH CLIPPINGER, hereinafter called "Husband".

WITNESSETH

1.

WHEREAS, the parties are married and no children were born of this marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, only **Wife** is represented by Stephen G. Young, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Stephen G. Young;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge nor cause to be charged to the other party any purchases which either of them may make after this agreement is entered into, and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party, except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein, and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the State of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorneys' fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the parties agree to the filing of this agreement, and by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were at the moment of signing, an order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information, including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

PRIOR TAX LIABILITIES. If, in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately

determined to be due thereon shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. **Husband** and **Wife** each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDING FILED. **Wife** has filed a Complaint for Divorce now pending in the Circuit Court for Davidson County, Tennessee, under Docket No. 02D 1788. **Husband** agrees to pay all Court costs arising out of said divorce proceeding, if uncontested.

The Defendant, by signing this agreement, waives further service of process or notice and waives all rights under the Soldiers and Sailors Civil Relief Act. The Defendant acknowledges receipt of a copy of the Complaint in this cause and stipulates to the truth and accuracy of the allegations therein. Further, the Defendant will make no other answer or counter-claim, consents to an entry of a Default Judgment and a Final Decree of Divorce, and specifically authorizes entry of said pleadings by Plaintiff's counsel.

PERSONALTY. The parties have agreed to divide between themselves the furniture, furnishings and personal belongings that were acquired during the marriage, as indicated in attached Exhibit A. Each party makes no claim to any property in the possession of the other party or the other party's separate property.

AUTOMOBILES. Title to the 1999 Chevrolet Blazer that is in **Wife**'s name, shall be vested solely in **Wife**, and divested from **Husband**. **Wife** shall be fully responsible for the payment of the indebtedness on said automobile to Carmax Finance, and shall indemnify and hold **Husband** harmless on the same. **Husband** shall execute any and all documents necessary to transfer title of said automobile to **Wife**.

Title to the 1999 Jeep Wrangler that is in **Husband**'s name, shall be vested solely in **Husband**, and divested from **Wife**. **Husband** shall be fully responsible for the payment of the indebtedness on said automobile to Fifth Third Bank, and shall indemnify and hold **Wife** harmless on the same. **Wife** shall execute any and all documents necessary to transfer title of said automobile to **Husband**.

Title to the Honda Motorcycle that is in **Husband**'s name, shall be vested solely in **Husband**, and divested from **Wife**. **Husband** shall be fully responsible for the payment of the indebtedness on said motorcycle and shall indemnify and hold **Wife** harmless on the same. **Wife** shall execute any and all documents necessary to transfer title of said vehicle to **Husband**.

REAL ESTATE. **Husband** agrees to convey and by signing this document and a quitclaim deed does convey to **Wife** any and all interests in the property at 624 Bel Air Drive, Nashville, TN 37217, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot Number 84 on the Plan of Section I, Curreywood Acres, of record in Book 2133, Pages 109 and 110, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Daniel J. Clippinger and wife, Cari L. Clippinger, by deed from Kenneth B. Shaw and wife, Stacey A. Shaw, of record in Book 9687, Page 299, Register's Office for Davidson County, Tennessee.
>
> This description is the same used in the previous deed of record.
>
> Subject to restrictions in Book 2294, Page 506; sewer easement in Book 7710, Page 86; avigation easement in Book 8766, Page 149; and all matters on the plan of record.
>
> This is improved property known as 624 Bel Air Drive, Nashville, TN 37217.

Husband further agrees to execute and deliver to **Wife** any and all deeds and instruments necessary to convey title of said real estate to **Wife**. **Husband** shall be divested of right, title, and interest in said property; and all right, title, and interest in said property shall be vested in **Wife**. **Wife** agrees to assume liability for the debts on the property.

Husband and Wife agree that **Husband** will retain his residence in the home unless **Wife** requests that **Husband** move out, with reasonable notice being given. While **Husband** lives at the marital residence, **Husband and Wife** shall be equally responsible for the house note, and **Husband and Wife** shall be equally responsible for the utilities, telephone and general upkeep.

DEBTS. **Husband** agrees to assume, pay and hold **Wife** harmless for the following debts:

Fleet Visa Credit Card in **Husband's** name – approximately $3,800.00
NBC Visa Credit Card in **Husband's** name – approximately $3,400.00

This debt will be non-dischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. § 523 (a)(5).

Wife agrees to assume, pay and hold **Husband** harmless for the following debts:

Po-Tel Credit Union Visa Credit Card in **Wife's** name – approximately $3,500.00

This debt will be non-dischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. § 523 (a)(5).

HEALTH INSURANCE - COVERAGE. Each party has his/her own health insurance.

BANK ACCOUNTS. It is further agreed between the parties that each agrees to maintain any and all interest in his or her separate account(s).

ALIMONY WAIVED. Wife and **Husband** claim no alimony, either pendente lite or permanent, and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEYS FEES. It is agreed between the parties that only **Wife** is represented by Stephen G. Young and will pay his attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the **Husband** shall pay his own attorney's fee in connection with this litigation.

RETIREMENT, PENSION, SECURITIES AND 401(k). The parties agree to give up any right they might have to the other parties' retirement, pension, securities and 401(k). Each party will therefore retain the right to their individual retirement, pension, securities and 401(k).

RETURN TO PREVIOUS NAME. Wife shall resume the use of her former name of **CARI LYNN WYMER.**

Daniel J Clippinger
Husband

Cari Lynn Clippinger
Wife

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 28th day of August, 2002, personally appeared Daniel Joseph Clippinger, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as and for his free act and deed.

NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires OCT. 25, 2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 28th day of August, 2002, personally appeared Cari Lynn Clippinger, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.

NOTARY PUBLIC

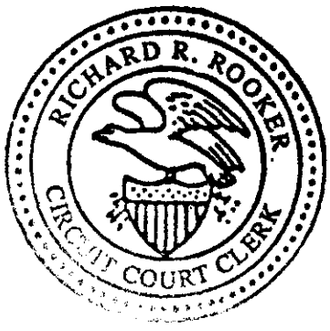
MY COMMISSION EXPIRES: My Commission Expires OCT. 25, 2003

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 SECOND Circuit Court for Davidson County, Tennessee, on the 02 day of OCTOBER , 2002 , in the Case Number 02D1788 between CLIPPINGER, CARI LYNN Plaintiff, and CLIPPINGER, DANIEL JOSEPH Defendant, as same remains of record in Vol. 4848 , Page 894701 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 04 day of OCTOBER in the year two thousand two and in the 226th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk