IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 2002 FEB 20 PM 4:06

RICHARD R. ROOKER, CLERK

BRENDA SYKES,	)	B. Rawls D.C.
	)	
Plaintiff,	)	
	)	
vs.	)	Docket No. 01D-1263
	)	
WILLIAM SYKES,	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 20th day of February, 2002, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Wife, BRENDA SYKES, should be and is hereby granted an absolute divorce from the Husband, WILLIAM SYKES, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

Davidson County DEEDDIV
Recvd: 01/08/04 10:36 12pgs
Fees:82.00 Taxes:0.00
20040108-0003120

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BRENDA SYKES,	)	
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Plaintiff,	)	
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vs.	)	Docket No. 01D-1263
	)	
WILLIAM SYKES,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, BRENDA SYKES, (hereinafter referred to as the "Wife") and WILLIAM SYKES, (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and

WHEREAS, it is understood that the Wife has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

WHEREAS, the parties own real property and do own some items of personal property;

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

I. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1995 Chevrolet Monte Carlo which she drives as her vehicle, titled in the Husband's name. It is further agreed by and between the parties that the Husband agrees to sign any and all necessary documentation to have said vehicle titled solely in the Wife's name. It is furthered agreed by and between the parties that any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any further debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the 1996 Dodge Ram Van which he drives as his vehicle, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon. ~~Until the present lien on the vehicle is paid in full, Husband shall fully insure the vehicle and shall name Wife as an additional insured under the policy of insurance as the outstanding lien is secured by her 401K.~~

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party. Notwithstanding the foregoing, Wife shall give and make available to Husband the VCR in the basement, the refrigerator in the garage, the stove in the apartment, ~~the chest freezer~~, the ship figurine, two (2) footlockers and the safe. Husband shall give and deliver to Wife one (1) roll each of the uncirculated state quarters which are presently in the Husband's possession.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim

that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 3917 Stilton Drive, Nashville, Davidson County, Tennessee, and that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

> Being Lot No. 394 on the Plan of Bellshire Estates, Section A, as of record in Book 2331, page 115, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to A. Pauline O'Cain, unmarried, and Brenda K. Sykes and Husband, William P. Sykes by deed from Aaron D. Tippin and wife, Thea C. Tippin dated July 2, 1996 and filed for record in Book 10115, page 879, Register's Office for Davidson County, Tennessee.

Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Wife all of his right, title and interest in and to said home property now owned by them as tenants by the entireties.

Wife shall assume and pay in accordance with its terms, the mortgage owed to North American Mortgage and shall hold the Husband harmless upon any and all liability in connection with said mortgage. This real property settlement agreement by the parties is predicated on Husband's representation to Wife that his mother does not, and will not, make any claim against the real property either now nor in the future.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that Wife shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan as a result of her employment with Reemay. It is agreed by and between the parties that the Husband shall have one half (½) interest in the retirement/pension/profit sharing plan of the Wife that was accrued during the marriage. Wife shall retain as her sole and separate property the portion of the retirement/pension/profit sharing plan that she owned prior to the marriage. It is agreed by and between the parties that the parties shall enter into a Qualified Domestic Relations Order (QDRO) acceptable to Wife's employer for the purposes of making this transfer.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred joint debts during the marriage, but at the present time, there are no outstanding joint debts. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

It is agreed by and between the parties that the Husband shall be solely responsible for the debt owed on each and every credit card now in his name and possession. Husband agrees to indemnify and hold Wife harmless for any credit card debts.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2001. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2002 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2002 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be split equally between the parties.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this

Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect 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.

XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the 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 nondischargeable debt under 11 USC Section 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 a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. TAX EXEMPT STATUS.

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 represents a division of property by co-owners.

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

WITNESS OUR HANDS, this 20th day of February, 2002, as to the Wife, and this 20th day of February, 2002, as to the Husband.

Brenda K Sykes
BRENDA SYKES

William P. Sykes
WILLIAM SYKES

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, BRENDA SYKES, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 20th day of February, 2002.

NOTARY PUBLIC

My Commission expires: 10/25/03

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, WILLIAM SYKES, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 20th day of February, 2002.

NOTARY PUBLIC

My Commission expires: 10/25/03

It is, further, ORDERED, ADJUDGED, and DECREED that the costs of this cause should be and are hereby are taxed to the parties equally.

It is, further, ORDERED, ADJUDGED, and DECREED that all right, title, and interest that the Husband might have in the real property owned by the parties located at 3917 Stilton Drive, Nashville, Davidson County, Tennessee, and more particularly described below, is divested out of Husband and is reinvested in Wife and the Wife owns this property free and clear of any interest or claim of the Husband subj to lien, holding him harmless. MOC The legal description of said real property is as follows:

> Being Lot No. 394 on the Plan of Bellshire Estates, Section A, as of record in Book 2331, page 115, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to A. Pauline O'Cain, unmarried, and Brenda K. Sykes and Husband, William P. Sykes by deed from Aaron D. Tippin and wife, Thea C. Tippin dated July 2, 1996 and filed for record in Book 10115, page 879, Register's Office for Davidson County, Tennessee.

The address of the parties at the time of the Final Decree of Divorce are as follows:

Wife
3917 Stilton Drive
Nashville, TN 37207

Husband

ENTERED THIS THE 20th DAY OF Feb, 2002.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY

TURNER LAW OFFICES, P.C.

Robert J. Turner
Supreme Court No. 015107
Attorney for Plaintiff
208 Third Avenue North, Ste 100
Nashville, Tn 37201
(615) 259-2660

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by ( ) U. S. Mail, postage prepaid; (X) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Martha Child
Child & Norman
4220 Nolensville Road
Nashville, TN 37211-4731

This the 23rd day of February, 2012.

Robert E. Turner

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 FEBRUARY , 2002 , in the Case Number 01D1263 between SYKES, BRENDA KAY FARMER Plaintiff, and SYKES, WILLIAM PATRICK Defendant, as same remains of record in Vol. 3490 , Page 643156 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 08 day of JANUARY in the year two thousand four and in the 227th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk