IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2004 APR -7 PM 2:54
RICHARD R. ROOKER, CLERK
B Rooker D.C.

GREGORY A. WILSON, Plaintiff,	)	
vs.	)	No: 03D-2836
CONNIE W. WILSON, Defendant.	)	**NOTICE OF ENTRY REQUIRED**

Davidson County DEEDDIV
Recvd: 04/20/04 10:01 12pgs
Fees:62.00 Taxes:0.00
20040420-0044468

FINAL DECREE

This cause came to be heard on the 7th day of April, 2004, before the Honorable Jack Norman, Jr., Substitute Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Husband'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 Husband and statements of counsel, from all of which the Court affirmatively found that the allegations of Husband's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Husband 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 Husband, Gregory A. Wilson, be, and hereby is, awarded an absolute divorce from the Wife 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 is in words and figures as follows:

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RICHARD R. ROOKER, CLERK

W.J. D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GREGORY A. WILSON,

Plaintiff,

vs.

CONNIE W. WILSON,

Defendant.

No: 01D-2836

MARITAL DISSOLUTION AGREEMENT

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

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

Husband 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.

Husband is awarded the 1992 Ford Mustang upon which there is no indebtedness. Wife is

awarded the 1992 Ford Ranger Pickup Truck, which is currently titled in Husband's name. Husband will sign the title divesting his interest in same to Wife. There is no indebtedness owing on the same.

As a division of marital property, Husband has paid to Wife the sum of $3,077.50, the receipt of which Wife acknowledges by her signature on this Marital Dissolution Agreement.

VII.

REAL PROPERTY

The parties own real property located at 3505 Ezell Road, Nashville, Tennessee, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Luna Heights, Section One, of record in Book 2854, Page 50, Register's Office for said county, to which plan reference is hereby made for a more complete legal description thereof.
>
> Being the same property conveyed to Gregory Wilson by deed of record in Book 8738, Page _____, Register's Office for said county.

All right, title and interest of Wife, Connie W. Wilson, in the above-described real property is hereby divested out of Wife, Connie W. Wilson, completely and reinvested solely in Husband, Gregory A. Wilson. Husband agrees to assume and pay the outstanding mortgage owing to Regents Mortgage on the property and shall hold Wife harmless from any liability thereon.

VIII.

DEBTS

Each party will be responsible for the debts in their individual names. There currently are no joint debts other than the mortgage on the residence.

IX.

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.

X.

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.

XI.

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.

XII.

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.

XIII.

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.

XIV.

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.

XV.

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XVI.

ATTORNEY FEES

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

XVII.

WAIVER OF SERVICE

Wife, 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 12 day of March, ~~2003,~~ 2004 mm as to the Wife, and the 12 day of March, ~~2003,~~ 2004 mm as to the Husband.

Gregory A. Wilson
GREGORY A. WILSON

Connie W. Wilson
CONNIE W. WILSON

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 **CONNIE W. WILSON**, 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 12 day of March, ~~2003,~~ 2004 mm

Margie Moore
NOTARY PUBLIC

My Commission Expires: My Commission Expires NOV. 26, 2005

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 **GREGORY A. WILSON**, 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 12 day of March, ~~2003~~ 2004 mm

Margie Moore
NOTARY PUBLIC

My Commission Expires My Commission Expires NOV. 26, 2005

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against Husband, Gregory A. Wilson, P. O. Box 110903, Nashville, TN 37222, for which let execution issue, if necessary.

ENTER this 7 day of April, 2004.

JACK NORMAN, JR., SUBSTITUTE 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 Connie W. Wilson, pro se, 39 Sawmill Road, Bethlehem, Kentucky 40007, by placing same in the U. S. Mail, postage prepaid, on this the 6th day of April, 2004.

D. SCOTT PARSLEY

CERTIFICATE OF SERVICE

DOCKET NO. 03D-2836

Pursuant to Rule 58(3) of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 14th day of April, 2004.

RICHARD R. ROOKER, Circuit Court Clerk

By: B. Rawls
Deputy Clerk

D. Scott Parsley, Attorney
Barrett, Johnston & Parsley
217 Second Avenue North
Nashville, TN 37201

Connie W. Wilson
39 Sawmill Road
Bethleham, KY 40007

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 07 day of APRIL , 2004 , in the Case Number 03D2836 between WILSON, GREGORY A Plaintiff, and WILSON, CONNIE W Defendant, as same remains of record in Vol. 5610 , Page 1470588 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 15 day of APRIL in the year two thousand four and in the 227th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk