FILED

IN THE FOURTH COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2004 JUN 15 PM 4:22

RICHARD R. ROOKER, CLERK

B. Rawls D.C.

JUDITH A. ANDERSON, **Plaintiff/Wife,**	)	
vs.	)	**Docket No. 03D-2168**
DONALD A. ANDERSON, **Defendant/Husband.**	)	**NOTICE OF ENTRY REQUESTED**

FINAL DECREE

This cause came on to be heard on the 15th day of June, 2004, before the Honorable ~~Muriel Robinson,~~ Jack Norman, Jr., Substitute Fourth Circuit Court Judge of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff, and service of process on the Defendant, the parties' executed Marital Dissolution Agreement, and the record as a whole; from all of which the Court finds that the allegations of the Complaint are sustained by proof; that is, that the parties have irreconcilable differences. The Court additionally finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties.

It is therefore ORDERED, ADJUDGED and DECREED that Plaintiff, Judith A. Anderson, is hereby awarded an absolute divorce from the Defendant, Donald A. Anderson, on the grounds of irreconcilable differences, T.C.A. § 36-4-103, and the parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement executed by the parties are approved by the Court and incorporated herein as follows:

Davidson County DEEDDIV
Recvd: 06/28/04 10:07 13pgs
Fees:67.00 Taxes:0.00
20040628-0076201

FILED

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B. Rawls D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JUDITH A. ANDERSON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**NO: 03D-2168**
	)	
DONALD A. ANDERSON,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between JUDITH A. ANDERSON (hereinafter referred to as "Wife") and DONALD A. ANDERSON (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted, or will institute, divorce proceedings against the Husband, same being Civil Action No. 03D-2168 in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern,

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and the parties shall be restored to all the rights and privileges of unmarried persons.

2. The parties have no minor children. All children are adults and no child support obligation exists.

3. The parties acknowledge that there exists jointly owned real property located at 1205 Rockeford Drive, Nashville, TN 37221. This property is described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 87 on the Plan of the Resubdivision of Bellevue Highlands, Phase 1, a Planned Unit Development, of record in the Register's Office for Davidson County, Tennessee, as Instrument No. 200102020010398, to which said plan reference is hereby made for a more complete and accurate legal description thereof.
>
> BEING the same property conveyed to Donald A. Anderson and wife, Judith A. Anderson, by The Jones Company Custom Homes of Tennessee, Inc., a Tennessee corporation, by deed of record in the Register's Office for Davidson County, Tennessee, as Instrument No. 20010917-0100585.
>
> THIS conveyance is subject to Declaration of Covenants, Conditions and Restrictions, of record in Book 11592, Page 670, said Register's Office; By-Law of Bellevue Highlands Homeowners' Association, of record in Book 11592, Page 707, said Register's Office; and easements and setback lines as set forth on the above plan of record.

The property is awarded to Wife subject to a $15,000.00 lien for the benefit of Husband. If the house is sold before July 2011, Husband shall receive $15,000.00 from the proceeds of the sale. If the house is not sold, Wife shall refinance the property in her sole name by December 31, 2011 and shall pay Husband $15,000.00 on or before December 31, 2011. If Husband dies before July 2011, Wife is awarded the real estate as her sole property and this lien is void. Husband can record this

Final Decree with the Register's Office to protect his lien.

4. Husband shall pay Wife nonmodifiable alimony *in futuro* in the amount of $2,726.61, with $1,100.00 due on the 1st day of each month and $1,626.61 on the 15th day of each month. These payments are deductible for Husband and taxable to Wife on the parties' federal income tax returns. The payments will terminate when Wife dies or remarries, or when Husband dies, or in July 2011, whichever comes first. On February 20, 2007, the payments will automatically be reduced to $2,130.63. These payments will be taxable to Wife and tax deductible to Husband. From that point on, the alimony payments will continue at the reduced rate until Wife dies or remarries, or until Husband dies, or until July 2011, whichever comes first.

5. Because alimony *in futuro* normally is modifiable, the parties anticipated certain events and these events shall not be considered a change in circumstances on the basis of which to reduce or increase alimony. Either party may receive an inheritance and either party may have a change of income. However, none of those events shall be considered a change in circumstances for reducing or increasing alimony.

6. Wife shall be responsible for timely payment of the mortgage and any other debts and liabilities associated with the real estate. She shall indemnify Husband and hold him harmless therefrom. She shall receive all tax deductions and/or exemptions for the mortgage, interest, real estate taxes, etc. related to the property.

7. Wife shall be responsible for timely payment of the debt owed on her car. She shall indemnify Husband and hold him harmless therefrom.

8. Wife is awarded the life insurance policy on Husband's life (Allstate policy no. 790924486), free and clear of all claims of the Husband.

9. Neither party will seek to obtain credit or incur debt in the name of the other party or based on the other party's name or credit history or income.

10. Each party is awarded that personal property in the party's possession, except that Husband also is awarded the following: small TV from pool room; small refrigerator; TV from bedroom; camping equipment; tea cart; dining room table with chairs; china cabinet; buffet table; antique bed; antique dresser; antique desk; antique round table; all sports memorabilia; miscellaneous pictures of children (Brit and Bailey); family picture from Liza's wedding; baseball painting; picture of brother's graduation; picture of Tiger Woods, Jack Nicklaus and Arnold Palmer; microwave in pool room; power tools; all guns in his possession; and one picture of each child.

11. Wife is awarded her 401k/retirement account, free and clear of any claims of the Husband. She shall be responsible for repayment of any and all loans taken out against said account and shall indemnify Husband and hold him harmless therefrom.

12. Each party shall receive half of the joint mutual fund after deduction of a $45.00 fee. The $45.00 fee will be split between the parties. The total balance of that account is approximately $1,562.82. Husband shall receive a check in the amount of $758.91 for his half of that account ($1,562.82 - $45.00 ÷ 2). No Qualified Domestic Relations Order is necessary. Wife will give Husband his check by July 1, 2004.

13. The parties shall file separate tax returns for 2003, unless they agree to file a joint return. If they file separate returns, each party shall claim one-half of the mortgage interest deduction and real estate tax deduction on their return. In addition, each party shall claim their own medical expenses. They shall exchange copies of their tax returns when filed.

14. The Wife acknowledges that Husband has given her the funds to pay half of the parties' joint Visa account and she is obligated to pay the other half. Wife will provide Husband with verification that the account is paid in full and closed out by June 15, 2004.

15. Each party shall pay his or her own attorney's fees, if any, and the parties shall split the Court costs of this cause.

16. The parties acknowledge that J. Jill Qualls and Irene R. Haude are not tax or bankruptcy attorneys and they have not given any tax or bankruptcy advice. The parties have had adequate opportunity to seek any tax and/or bankruptcy advice they wished to seek prior to signing this Marital Dissolution Agreement.

17. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party. The debts that Husband assumes and/or from which he holds Wife harmless are necessary for the daily expenses of Wife. The debts that Wife assumes and/or from which she holds Husband harmless are necessary for the daily expenses of Husband.

18. 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 any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

19. 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. The parties understand that the court has discretion on the issue of attorney fees.

20. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending, or about to be filed, in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

21. It is understood and agreed 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 other's property, including without limitation, dower, curtesy, 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 of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

22. The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee

benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither of them shall receive any proceeds as a beneficiary of the other party from and after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereinafter executed designating the other as a beneficiary. In the event that funds are received under an old beneficiary designation, the recipient shall return the funds to the other party or to that party's heir(s) or estate.

23. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns. The Agreement becomes effective immediately upon execution thereof by the last party.

24. The parties acknowledge that there are no 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 full disclosure to each other of all assets and debts in which they have an interest or on which they have an obligation. Both parties warrant that they have not set up any additional or different accounts from those disclosed on March 15, 2004.

25. 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.

26. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

27. In the event 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.

28. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

29. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, or by Order of the Court and this requirement cannot be waived by oral agreement. It becomes a binding contract between the parties upon the signature of the second party before a Notary.

JUDITH A. ANDERSON

DONALD A. ANDERSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Julie Jackson a Notary Public in and for the aforesaid County and State, JUDITH A. ANDERSON, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 26th day of May, 2004.

NOTARY PUBLIC
My Commission expires: 11-25-06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, LuAnn Clothier, a Notary Public in and for the aforesaid County and State, DONALD A. ANDERSON, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 24th day of May, 2004.

LuAnn Clothier
NOTARY PUBLIC
My Commission expires: 5/30/07

It is further ordered, adjudged, and decreed that the parties will cooperate regarding any claim that Husband may have to under payment of Fortis Disability benefits for 1991 to 1997. Any recovery of such benefits, after deduction of costs, expenses and attorney fees shall be split equally by the parties.

The mailing address for both parties shall be as follows:

Judith A. Anderson
1205 Rockeford Drive
Nashville, Tennessee 37221

Donald A. Anderson
799 Saussy Place
Nashville, Tennessee 37205

The costs of this cause shall be equally divided between the parties for which execution may issue if necessary.

ENTERED this 15 day of June, 2004.

~~JUDGE MURIEL ROBINSON~~

Jack Norman, Jr.
Substitute Judge

APPROVED FOR ENTRY:

J. JILL QUALLS, #21271
Attorney for Plaintiff/Wife
43 Music Square, West
P.O. Box 121857
Nashville, Tennessee 37212
(615) 244-4270

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been sent by U.S. Mail on this the 8th day of June, 2004, to the following person:

Irene R. Haude, Esquire
95 White Bridge Road, Suite 208
Nashville, Tennessee 37205-1483

J. JILL QUALLS

CERTIFICATE OF SERVICE

DOCKET NO. 03D-2168

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 21st day of June, 2004.

RICHARD R. ROOKER, Circuit Court Clerk

By: B. Rawls
Deputy Clerk

J. Jill Qualls, Attorney
43 Music Square, West
P. O. Box 121857
Nashville, TN 37212

Irene R. Haude, Attorney
95 White Bridge Road, Suite 208
Nashville, TN 37205-1483

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 15 day of JUNE , 2004 , in the Case Number 03D2168 between ANDERSON, JUDITH A. Plaintiff, and ANDERSON, DONALD A. Defendant, as same remains of record in Vol. 5644 , Page 1543686 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 23 day of JUNE in the year two thousand four and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

