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

2001 JUN 27 PM 4:12
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B Murray D.C.

ROBERT N. NORTON	)	
Plaintiff	)	
	)	01D-1100
vs.	)	**Docket No. ~~01-D-395~~**
	)	
SHEILA D. NORTON	)	
Defendant	)	

Davidson County DEEDDIV
Recvd: 12/01/04 14:35 8pgs
Fees:42.00 Taxes:0.00
20041201-0143161

FINAL DECREE

This cause came to be heard on the 27th day of June 2001 before the Honorable Muriel Robinson, Judge, Fourth Circuit Court, Davidson County, Tennessee upon the Husband's original Complaint for an absolute divorce, upon the grounds of irreconcilable differences. The parties having entered into a notarized Marital Dissolution Agreement and the entire record, from all of which the court finds that the allegations of the Complaint are sustained by the proof, that is, that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff, Robert N. Norton, be and is hereby awarded an absolute divorce from the Defendant, Sheila D. Norton, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement executed by the parties makes an equitable division of the property of the parties, that the same is a fair and equitable settlement, and is hereby approved by the Court and incorporated herein as follows:

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

FILED
2001 JUN 21 PM 1:58
RICHARD R. ROOKER, CLERK
B. Rawls D.C.

ROBERT N. NORTON **Plaintiff**	)	
vs.	)	**Docket No. ~~01-D-395~~** 01D1100
SHEILA D. NORTON **Defendant**	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between Robert N. Norton, hereinafter called Husband, and Sheila D. Norton, hereinafter called Wife.

WITNESSETH:

WHEREAS, these parties have been married since March 31, 2000 and there have been no minor children born of this marriage:

WHEREAS, the parties jointly and separately own certain personal and real property and jointly owe no debt;

WHEREAS, grounds for divorce against the Wife have arisen and the Wife has waived his right to service of process pursuant to T.C.A. Section 36-4-103.

WHEREAS, the parties desire by this agreement to make an equitable division of all their property which settles and determine all claims for alimony, which divides all property, both real and personal, owned by them or either of them, and which divides responsibility for all current indebtedness incurred during the marriage.

NOW, THEREFORE, for reasons set forth above and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

GROUNDS

The Husband shall be awarded an absolute divorce on the grounds of Irreconcilable Differences against the Wife. 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.

PERSONAL PROPERTY

The Husband shall be awarded all property now in his possession and all of his personal items with the exception of Wife's household furnishings. Accordingly, all of Wife's rights, title, and interest in Husband's property is divested out of Wife and is vested in the Husband as his sole and separate property.

The Wife shall be awarded all property now in her possession and all of her personal items including those household furnishings. Accordingly, all of Husband's rights, title, and interest in the Wife's property is divested out of Husband and is vested in the Wife as her sole and separate property. Wife has taken possession of her personal property that was in Husband's possession.

IV.

REAL PROPERTY

The Husband shall be awarded the real property located at 1616 Braebury Circle, Nashville, Tennessee 37211. The property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 28 on the Plan of Wexford Downs, Section Two, of record in Book 9700, Pages 593-594 and by Boundary Plat of record in Book 9700, Page 221, to which plan reference is hereby made for a more complete description.
>
> Being part of the same property conveyed to Beazer Homes Corp dbs Phillips Builders, now known as Beazer Homes Corp., by Deed from Wexford Downs, LLC, a Tennessee limited liability company, of record in Book 11036, Page 543, Register's Office for Davidson County, Tennessee.

The Husband shall be solely liable and responsible for the debt remaining on the real property and indemnify and hold Wife harmless thereon. The Wife shall sign a Quit Claim Deed.

V.

BANK ACCOUNTS

In the event that either party has their own individual checking or savings accounts, said individual accounts shall be awarded as the sole and separate property of the party in which the

account is styled. Each party hereby relinquishes any rights, title, or interest they may have in and to the proceeds in any individual checking or savings account maintained by the other party and acknowledges that said proceeds are the sole and separate property of the party in whose name each such account is styled.

VI.

DEBTS

The Husband shall be solely liable and responsible for the mortgage on the real property located at 1616 Braebury Circle, Nashville, Tennessee 37211. The Husband shall indemnify and hold Wife harmless thereon. If the Husband fails to pay two consecutive monthly mortgage payments, the real property shall be sold, upon the Wife filing a Motion before this Honorable Court.

The Husband shall be responsible for the debt remaining on his vehicle, Infiniti QX4. Husband shall indemnify Wife and hold her harmless thereon. The note on said vehicle is in the Wife's name. Husband shall pay the monthly payments of $562.34 directly to the Wife, beginning June 15, 2001 and ending on November 5, 2005, unless note is paid in full on an earlier date. Wife shall provide a statement to Husband on or before June 15, 2001 showing the principal and interest owing on said vehicle. Payments to the note holder are automatically deducted from Wife's paycheck.

VII.

AUTOMOBILES

The Wife shall be awarded the Isuzu Rodeo that was her vehicle prior to the marriage, as her sole and separate property. There is no indebtedness on this vehicle.

Husband shall be awarded the 1999 Infinite QX4, VIN# JNRARO5Y9XWO42716, as his sole and separate property. Husband shall be reliable for the indebtedness and hold Wife harmless thereon.

VIII.

RETIREMENT ACCOUNTS

Wife shall retain her Retirement/401K account as her sole and separate property.

IX.

ENFORCEMENT PROVISIONS

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertaking other than those expressly set forth herein.

X.

ENTIRE AGREEMENT

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.

The parties acknowledge that the aforesaid attorneys claim no expertise or special knowledge regrading the tax ramifications surrounding this agreement, and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding ramification and the effect of signing this agreement, and that neither of them rely upon the aforesaid attorneys as to the tax implications surrounding said instrument.

XI.

COURT COSTS

The Wife shall pay $100.00 toward the court costs, for which let execution issue, if necessary. Husband shall pay remaining costs.

XII.

ATTORNEY FEES

Each party shall pay their own attorneys' fees.

XIII.

MAIDEN NAME

Wife shall be restored her maiden name of Sheila Mabbitt.

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed said instrument on the dates written below.

ROBERT N. NORTON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn and subscribed before me on this the 11th day of June, 2001.

NOTARY PUBLIC

My Commission Expires: Jan. 29, 2005

SHEILA D. NORTON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn and subscribed before me on this the 18th day of June, 2001.

NOTARY PUBLIC

My Commission Expires:_____

Notary Public, Davidson County, Tennessee
My Commission Expires January 31, 2004

Norton.MDA.May.2001

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Wife shall pay $100.00 toward the costs of this cause and that the Husband shall pay the remaining costs, for which let execution issue if necessary.

ENTERED this 27th day of June, 2001.

JUDGE

APPROVED FOR ENTRY:

PAULA OGLE BLAIR, #15862
Attorney for the Plaintiff/Husband
2501Crossfield Drive
Nashville, Tennessee 37214
(615) 882-0190

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Sheila D. Norton, 509 Wilma Court, Old Hickory, Tennessee 37138 on this the 26th day of June, 2001.

PAULA OGLE BLAIR

NortonFinalDecree\May2001

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 27 day of JUNE , 2001 , in the Case Number 01D1100 between NORTON, ROBERT NORMAN Plaintiff, and NORTON, SHELIA DARLENE MABBITT Defendant, as same remains of record in Vol. 1975 , Page 362165 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 NOVEMBER in the year two thousand four and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

