IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2005 JUN -3 PM 4:25
RICHARD R. ROOKER, CLERK
D.C.

JESSICA KEMP)

v.

WALTER R. KEMP

Davidson County DEEDDIV
Recvd: 07/21/05 14:31 18 pg
Fees:92.00 Taxes:0.00
20050721-0085142

No: 04D-1930

FINAL DECREE

This cause came to be heard on the 3rd day of June, 2005, before the Honorable David Randall Kennedy, Sr., Judge of the Seventh Circuit Court for Davidson County, Tennessee, upon Wife'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 Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife 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 Wife, Jessica Kemp, be, and hereby is, awarded an absolute divorce from the Husband 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:

IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JESSICA KEMP	:	
	:	
Vs.	:	
	:	**No. 04D-1930**
	:	
WALTER R. KEMP	:	

FILED
JUN 3 2005
RICHARD R. ROOKER, Clerk
By Deputy

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Seventh Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 04D-1930.

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 a sale or exchange or other disposition, but represents a division of property by co-owners.

IV.

ALIMONY

There shall be no other or further alimony obligation by Mr. Kemp to Ms. Kemp.

V.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VI.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

A. Each party shall be awarded their personal property to include their clothing and jewelry.

B. Wife shall be awarded the dog known as "Mac".

C. Each party will be awarded the bank and liquid asset accounts in their individual names.

D. Wife is awarded all right, title and interest in her ING 401-K Account, Plan #PHN 160/Account No: 400761210N 160. Any and all right, title and interest of Husband in said account is hereby divested out of him completely and reinvested solely in Wife.

It is ORDERED, ADJUDGED AND DECREED Husband shall pay to Wife on the date this Agreement is approved by the Court, the sum of Thirty-Five Thousand and No/100 ($35,000.00) Dollars cash.

It is further ORDERED, ADJUDGED AND DECREED that Wife shall be awarded all right, title and interest in the $20,000.00 currently on deposit with Bank of America, account ending in 2214.

It is ORDERED, ADJUDGED AND DECREED that Wife shall vacate the 1212 Graybar Lane, Nashville, Tennessee 37214 property within thirty (30) days of her signing this Marital Dissolution Agreement.

It is ORDERED, ADJUDGED AND DECREED that Husband is awarded his life insurance policy with Aetna Life Insurance Company, 151 Farmington Avenue, Hartford, Connecticut 06156, and the cash value thereon to the exclusion of Wife. Any and all interest of Wife therein is divested out of her and reinvested solely in Husband.

Husband is awarded all right, title and interest in his Morgan Stanley Accounts, Account No: 71036399020 and Account No. 4710364000020.

VII.

PERSONAL PROPERTY

It is further ORDERED, ADJUDGED AND DECREED that Wife is awarded the following items of personal property from the marital residence:

1. All exercise equipment

2. Mirror in Guest House

3. Her Washer & Dryer

4. One-half Linens

5. One-half the pots, pans and silverware

6. Vase and "things sitting in living room purchased by Wife and placed on her credit card."

7. Vase in Foyer charged on Wife's credit card.

8. Her couch and tables in Den owned by her prior to the marriage.

9. Her TV and Sculpture in the Kitchen.

10. Gifts from her mother located in the Kitchen.

11. Her TV in the Guest House.

12. Bookshelves owned prior to marriage, Desk, Lamp, Rug

13. Her books

14. Wife's Table in Foyer upstairs

15. Her desk

16. Dining Room Table in Upstairs Bedroom, along with rug and lamp

17. Wife's rug (Sea grass in Bedroom)

18. Rug in Closet purchased by Wife from Pottery Barn

19. Her items in her dressing room

20. Her gifts from her parents

21. Table and 4 Chairs from Pool

22. Two floats from Pool given to Wife by Bill

23. All Summer Dishes purchased by Wife

24. Crystal Vase with flowers on Kitchen Table (from Ireland), along with flowers purchased by Wife.

25. All other items Wife can prove were purchased by her on her credit card.

26. All items owned by her at the time of marriage.

Wife shall be awarded no further or other personal property other than these items specifically listed.

All other items of furniture or furnishings not listed above are awarded to Husband.

VIII.

AUTOMOBILES

Wife shall be awarded the 1999 Porsche Boxster upon which there is no indebtedness. She shall be awarded all right, title and interest therein. It shall be her responsibility to maintain insurance on the same.

Husband is awarded all right, title and interest in his 1969 Mercedes 280 SL. 4.

IX.

REAL PROPERTY

Husband is awarded all right, title and interest in the real property located at 1212 Graybar Lane, Nashville, Tennessee 37214, which is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 4-A on the Plan of Zone Lot Division Lot 4 on an unrecorded map of The Noel Property of record in Plat Book 6250, Page 275, Register's Office for said county.

Said Lot No. 4-A fronts 104.95 feet on the northerly margin of Graybar Lane and extends back 305.50 feet on the easterly line and 305.50 feet on the westerly line to a dead line in the rear, measuring 105.51 feet thereon.

Being the same property conveyed to Walter R. Kemp and wife, Jessica Norfleet Kemp, by deed from Craig Fuller and wife, Victoria DeVito, dated June 28, 2002, of record in Instrument No: 20020729-0090567, Register's Office for Davidson County, Tennessee.

It is hereby ORDERED, ADJUDGED AND DECREED that any and all interest of Jessica Norfleet a/k/a Jessica Kemp is hereby divested out of her completely and reinvested solely in Husband, Walter R. Kemp.

It is further ORDERED, ADJUDGED AND DECREED that Walter R. Kemp shall be responsible and shall hold Wife harmless on the mortgage indebtedness owing thereon to SouthTrust Mortgage and hold her harmless.

It is ORDERED, ADJUDGED AND DECREED that Wife is awarded all right, title and interest in the condominium located in Florida, located at 6905 Thomas Drive, Unit 707. It is ORDERED, ADJUDGED AND DECREED that Jessica Norfleet shall assume and hold Mr. Kemp harmless on the parties' share of the mortgage indebtedness owing thereon. Mr. Kemp shall pay into the joint condo checking account with the other owners, Bill and Lisa Peerman, a

$2,514.00 contribution toward the condo expenses. He shall have no other or further financial obligations towards the Florida condo.

Wife is awarded all right, title and interest in the real property located at 301 Ashlawn Court, Nashville, Tennessee 37215, which is more particularly described as follows:

A Condominium Apartment in Davidson County, Tennessee, being Unit No. 301 of Burton Hills, Village of Ashlawn, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on the Plan of record in Book 6250, page 978 and amended in Book 6900, page 304, and as further set forth in Exhibit "B" to the Master Deed of record in Book 7076, page 696, Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said Apartment's appurtenant undivided interest in the general and limited common elements of the Condominium.

Being the same property conveyed to Jessica Norfleet by deed from Jenny L. Lockwald, dated September 10, 1999, of record in Book 11658, page 912, Register's Office for Davidson County, Tennessee.

It is hereby ORDERED, ADJUDGED AND DECREED that any and all interest of Walter R. Kemp is hereby divested out of him completely and reinvested in Wife, Jessica Norfleet a/k/a Jessica Kemp solely.

It is further ORDERED, ADJUDGED AND DECREED that Jessica Norfleet shall be responsible for all mortgage indebtedness owing thereon to U. S. Bank and shall hold Husband harmless.

Husband shall be awarded all right, title and interest in his ancestral property known as 95 Bluff Lane, located in Baxley, Georgia, to the exclusion of any marital interest Wife may have had. Wife is not a titled owner.

X.

BUSINESS INTERESTS

Husband is awarded all right, title and interest in his stock in :

A. Madison Armored Car, LLC

B. Safe Cash Systems, LLC

C. K2, LLC

D. Tennessee Lock & Safe, LLC

It is ORDERED, ADJUDGED AND DECREED that any and all interest of Wife in the above-reference entities and stock is hereby divested out of her completely and reinvested in Husband solely. He shall be responsible for any and all indebtedness associated with the operation of the above-referenced business entities. Husband shall indemnify and hold Wife harmless from any liability on the above-referenced business entities.

It is ORDERED, ADJUDGED AND DECREED that Husband shall be awarded all right, title and interest he has in the real property located at 826 Third Avenue South. Any and all right, title and marital interest of Wife, Jessica Kemp a/k/a Jessica Norfleet, is hereby divested out of her completely and reinvested in Walter It. Kemp solely. He shall be responsible for any and all indebtedness owning thereon to SouthTrust Bank and shall hold her harmless thereon. This real property is owned by the entity known as K2.

XI.

DEBTS

Each party shall be responsible for all indebtedness in their name and shall hold the other harmless.

Wife shall be solely responsible for her indebtedness owing to Chase Visa, P. 0. Box 52050, Phoenix, AZ 87072-2050, and to MBNA America, P. O. Box 15026, Wilmington, DE 19850-5026.

Husband shall be responsible for his AT&T Mastercard and all credit cards and debts in his name.

It is further ORDERED, ADJUDGED AND DECREED that Husband is ORDERED to pay the balance owing to SouthTrust Bank as relates to the furniture located in the marital residence.

It is further ORDERED, ADJUDGED AND DECREED that Husband agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be fully determined to be due as a result of income earned and/or received by the parties or losses or deductions taken by the parties during any year for which the parties file, or have filed, joint income tax returns. Further, Husband agrees to hold Wife harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due.

XII.

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.

XIII.

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.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

DISCLOSURES

The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this agreement. Further, 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.

XVIII.

COURT COSTS

The parties shall each pay one-half all court costs for which let execution issue, if necessary. Mr. Kemp's address is Walter R. Kemp, 1212 Graybar Lane, Nashville, TN 37215. Ms. Norfleet's address is Jessica K. Norfleet, 301 Ashlawn Court, Nashville, TN 37215.

XIX.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees.

XX.

RESTORATION OF ~~MAIDEN~~ PREVIOUS MARRIED NAME JN

Wife shall be restored to her former name of Jessica Norfleet.

Witness our hands, this 3rd day of June, 2005, as to the Wife, and the 2 day of June, 2005, as to the Husband.

Jessica Norfleet Kemp

Jessica Norfleet Kemp

Walter R. Kemp

Walter R. Kemp

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 Jessica Norfleet Kemp, 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 3rd day of June, 2005.

NOTARY PUBLIC

My Commission Expires: 03/31/07

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 Walter R. Kemp, 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 2 day of June, 2005.

NOTARY PUBLIC

My Commission Expires:
3/25/06

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It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed equally against the parties for which let execution issue, if necessary.

ENTER this 3 day of June, 2005.

DAVID RANDALL KENNEDY, SR., JUDGE

APPROVED FOR ENTRY:

CATHY SPEERS, #18580
STITES & HARBISON
SunTrust Center, Suite 1800
424 Church Street
Nashville, TN 37219
Nashville, TN 37201
(615) 782-2270
(615) 782-2371 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on Honorable D. Scott Parsley, 217 Second Avenue N., Nashville, TN 37201, by placing same in the U. S. Mail, postage prepaid, on this the 3rd day of June, 2005.

CATHY SPEERS

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 SEVENTH Circuit Court for Davidson County, Tennessee, on the 03 day of JUNE , 2005 , in the Case Number 04D1930 between KEMP, JESSICA Plaintiff, and KEMP, WALTER R Defendant, as same remains of record in Vol. 5833 , Page 1923448 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 20 day of JULY in the year two thousand five and in the 229th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

