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

2006 FEB 27 AM 11:43

JOSEPH P. CLERK

D.C.

STACI A. TURNER, **Plaintiff/Wife,**	)	
v.	)	**Docket No. 05D-3988**
RICHARD C. BERRY, **Defendant/Husband.**	)	

Davidson County DEEDDIV
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Fees:57.00 Taxes:0.00
20060530-0062605

FINAL DECREE

This cause came on to be heard on this the 27th day of February, 2006, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court of Davidson County, Tennessee, on the Complaint for Absolute Divorce filed by the Wife, and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court, and the entire record in this cause, this Court is of the opinion and so finds as follows:

That from the record presented to the Court, it appears that the parties hereto have irreconcilable differences in their marriage; it is therefore

ORDERED, ADJUDGED AND DECREED, that the Plaintiff/Wife, Staci Ann Turner, is hereby awarded an absolute divorce from the Defendant/Husband, Richard Charles Berry, on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights between them. Said Marital Dissolution Agreement is more specifically set forth in words and figures as follows:

FILED

2006 FEB -7 PM 4:05

RICHARD R. ROOKER, CLERK

D.C.

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

STACI A. TURNER,	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**Docket No. 05D-3988**
	)	
RICHARD C. BERRY,	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made by and between the parties, **STACI ANN TURNER** (hereinafter referred to as "Wife") and **RICHARD CHARLES BERRY** (hereinafter referred to as "Husband");

WHEREAS, the parties were married on December 18, 2004; and

WHEREAS, the parties have no children born of this marriage; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action has been instituted in the Eighth Circuit Court for Davidson County, Tennessee, at Nashville, under Docket No. 05D-3988, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the parties have consequent of disputes and apparent differences wish to make arrangements in the connection with the dissolution of their marriage and to settle all property, and marital property and debts growing out of the marital relationship;

IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

EXHIBIT

A

1. **DIVORCE.** Wife shall be awarded the divorce on the grounds of irreconcilable differences and this Marital Dissolution Agreement is incorporated in the Court's Final Decree of Divorce.

2. **REAL PROPERTY.** The parties' marital home was purchased by Wife prior to this marriage, is titled in the Wife's name only, and is located at 4517 Winfield Drive, Nashville, Davidson County, Tennessee 37211. Wife is awarded her house in Nashville, Tennessee more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 202, on the Plan of Winfield Park, Phase 1, a Planned United Development, of record in Instr. Nos. 2000002250018478, 2000002250018479, and 2000002250018480, as amended in Revision 2 of record in Instr. No. 20010313-0024087, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property being conveyed to Staci A. Turner by Warranty Deed from Franklin Heritage Homes, LLC of record in Instr. No. 20041222-0152147, in the Register's Office for Davidson County, Tennessee.

Husband is, thus, divested of all his right, title and interest to the aforesaid real property and title to such real property is vested solely in the Wife. Husband shall execute a quitclaim deed conveying any marital interest or his right, title and interest in such real property to the Wife. Wife shall be solely responsible for the indebtedness on such real property, which is solely in her name, holding Husband harmless from any liability thereon.

3. **BANK ACCOUNTS.** All cash on hand, funds on deposit, and cash in demand deposit account(s) styled in the individual name of either party shall be the sole and separate property of the party in whose name each such party is styled, free and clear of any claim of the other party. Wife is awarded all bank accounts in her name and Husband is awarded all bank accounts in his

name. There are no joint bank accounts.

4. **DEBTS.** Wife and Husband will be solely responsible for payment of any and all credit card and other indebtedness in their individual names and indemnify and hold each other harmless from repayment thereof.

5. **PERSONAL PROPERTY.** The parties have previously divided their personal property and each party makes no further claim for those items in the possession of the other party.

6. **HEALTH INSURANCE.** Husband shall be responsible for obtaining his own health insurance after the entry of the Final Decree of Divorce, but Wife will cooperate in providing COBRA health insurance benefits to the Husband should he decide to continue those at his cost.

7. **LIFE INSURANCE.** Each party is awarded those life insurance policies in their individual names and may designate as beneficiary any person they wish to henceforth with no further claim from the other spouse.

8. **RETIREMENT.** Each party is awarded those retirement accounts in their separate names, free and clear of any claim from the other spouse for such retirement income or investment in whatever form it may be.

9. **ATTORNEY FEES.** Each party shall be responsible to pay any and all of their individual and separate attorney fees.

10. **COURT COSTS.** Wife shall be responsible to pay any and all Court costs of this cause, for which execution may issue.

GENERAL PROVISIONS.

11. In the event that a creditor of either party seeks to compel the other party 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 which such claim is made shall be entitled to recover from the other 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.

12. In the event that 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 be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

13. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the **Eighth Circuit Court for Davidson County, Tennessee.** This agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

14. It is further 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 of any and all claims arising out of their marital relationship.

15. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent, or distribution, or right to act as an 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.

16. This agreement shall be binding upon and inure to the benefit of the parties hereto,

their personal representatives, heirs and assigns.

17. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation. The provisions of this agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

18. 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.

19. The parties warrant and represent that there are no assets owned by them, either jointly or separately, and that they have no interest in any other assets other than those which are reflected by the terms of this Agreement. The parties acknowledge that they have made full and complete disclosure to each other and their respective attorneys of all assets in which they have an interest. Should it develop there were undisclosed assets, the party to whom the assets were not disclosed shall have the right to an equitable share of the undisclosed assets and that right is specifically reserved despite the remaining terms of this Agreement or any applicable statute of limitation.

20. Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts, or payments and/or indemnify and hold the other party harmless from any liability thereon, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. §523(5), which is not dischargeable in Bankruptcy as to the other party. Any debt

incurred by either party since their separation shall be their separate responsibility and they shall hold each other harmless from any liability thereon.

IN WITNESS WHEREOF, the parties have set their signatures.

1/27/06
DATE

STACI A. TURNER

1-27-06
DATE

RICHARD C. BERRY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen S. Rogers, a Notary Public in and for the aforesaid State and County, the within-named **STACI ANN TURNER,** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

Helen S Rogers
NOTARY PUBLIC

My Commission Expires 11/22/08.
DATE

HELEN S. ROGERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen S. Rogers, a Notary Public in and for the aforesaid State and County, the within-named **RICHARD CHARLES BERRY**, with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

Helen S Rogers
NOTARY PUBLIC

My Commission Expires 11/22/08.
DATE

HELEN S. ROGERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

It is therefore, **ORDERED, ADJUDGED AND DECREED,** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects; and it is further,

ORDERED, ADJUDGED AND DECREED, that all court costs of this cause shall be paid by the Wife, for which execution may issue if necessary.

The addresses of the parties are as follows:

Ms. Staci Turner
4517 Winfield Drive
Nashville, TN 37211

Mr. Richard C. Berry
934 Main Street
No. 2
Nashville, TN 37206

DATED this the 27th day of Feb., 2006.

JUDGE CAROL SOLOMAN

APPROVED FOR ENTRY:

Helen S. Rogers, No. 7025
Attorney for Wife
Rogers & Associates
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 320-9933 (Fax)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 27th day of February, 2006, a true and exact copy of the foregoing document has been forwarded to the persons listed below:

Mr. Richard C. Berry
934 Main Street
No. 2
Nashville, TN 37206

by the method identified as follows:

✓	U.S. Mail, Postage Prepaid
____	Hand Delivered
____	Overnight Delivery Service
____	Certified Mail, Return Receipt Requested
____	Facsimile

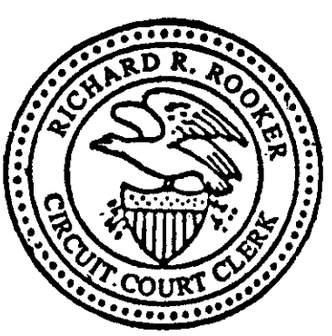
HELEN S. ROGERS

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 27 day of FEBRUARY , 2006 , in the Case Number 05D3988 between TURNER, STACI A Plaintiff, and BERRY, RICHARD C Defendant, as same remains of record in 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 01 day of MAY in the year two thousand six and in the 229th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk