IN THE CHANCERY COURT OF RUTHERFORD COUNTY, TENNESSEE
AT MURFREESBORO

DIANE NAPIER,

Plaintiff,

vs.

EARNEST LEE NAPIER II,

Defendant.

Case No. 05-1247DR

FILED
2005 DEC 14 AM 9:44
JOHN A.W. BRATCHER
CLERK AND MASTER

Davidson County DEEDDIV
Recvd: 06/01/06 13:55 10 pg
Fees:52.00 Taxes:0.00
20060601-0064541

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into by and between Diane Napier, hereafter referred to as "Wife," and Earnest Lee Napier II, hereafter referred to as "Husband,"

WITNESSETH:

WHEREAS, the parties were married on October 10, 1998, and are hereto Husband and Wife; and there has been one child born of this marriage.

WHEREAS, certain differences and difficulties have arisen between the parties, and the parties have alleged irreconcilable differences, and a divorce action has been instituted in the Chancery Court for Rutherford County, Tennessee, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

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

1. **PERSONAL PROPERTY:** All items of personal property have heretofore been distributed to the parties' mutual satisfaction.

2. **AUTOMOBILES:** The 1996 Nissan 240SX shall be solely vested in the Wife, and Wife shall be fully responsible for the payment of the indebtedness due on said automobile and shall indemnify and hold Husband harmless on the same. Husband shall execute any and all documents necessary to transfer title of said automobile to Wife.

The 1996 Nissan Maxima shall be solely vested in the Husband, and Husband shall be fully responsible for the payment of the indebtedness due on said automobile and shall indemnify and hold Wife harmless on the same. Wife shall execute any and all documents necessary to transfer title of said automobile to Husband.

3. **DEBTS:** The wife shall be responsible for the Mortgage, the Equity Loan, Dell Loan and the Citi Bank credit card, and shall indemnify Husband and hold him harmless on any and all debts.

Except as otherwise provided herein, each party shall be solely responsible for any other debts that he or she has acquired in his or her sole name and not set forth specifically herein, and each shall indemnify and hold the other harmless thereon.

4. **RETIREMENT:** Each party shall retain their own retirement.

5. **BANK ACCOUNTS**: The Husband shall retain possession of the parties' joint bank account held at U.S. Community Credit Union. The wife shall retain possession of the bank account in her name along with her parents names as co-owners.

6. **ATTORNEY FEES**: The parties agree that the Wife is represented by John D. Drake,

and that the Husband is unrepresented.

7. **MAIDEN NAME:** The Wife shall not be restored to her maiden name.

8. **COURT COST:** Litigation tax and all costs of court incurred as a result of the pending action for absolute divorce shall be assessed to the Wife, for which execution may issue, if necessary.

9. **REAL PROPERTY:** The house and lot titled in the parties' names shall be vested solely in Wife. Husband shall be divested of all right, title, and interest in said property; and all right, title and interest in said property shall be vested in Wife. Said property is located at 1060 Colo Trail, Antioch, TN 37013, which is in the ___ Civil District of Davidson County, Tennessee, and is more specifically described in Deed Book ____, page ____, of the Register of Deeds Office, Davidson County, Tennessee.

In the event Wife sells the home within five years of the date of the divorce, the Husband is entitled to receive 25% of any of the proceeds less the prior indebtedness or equity at the time of the sale, payable upon closing.

10. **EXECUTION:** Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonable be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

11. **WAIVER OF MARITAL RIGHTS:** Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property of estate of the other, whether by way of statutory allowance, dower, courtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any

jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands and rights, in law or equity, which either party ever had or now had against the other, except any and all causes of action for divorce.

12. **INCORPORATION:** The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Chancery Court of Rutherford County, Tennessee, or in any other court for its ratification and approval.

13. **VOLUNTARINESS:** The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, misrepresentation, or for any reason not herein stated. Each party acknowledges and he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Martial Dissolution Agreement of entry of this Marital Dissolution Agreement in order to relieve the Wife of any indebtedness.

14. **JURISDICTION AND VENUE:** The parties acknowledge that the Husband is a resident of Antioch, Davidson County, Tennessee and the Wife is a resident of Antioch, Davidson County, Tennessee. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Defendant for the purpose of granting a divorce on the grounds of irreconcilable differences. The parties further waive any objection they may otherwise have with regard to venue in Rutherford County by virtue of their residing in

Davidson County.

15. **NO FURTHER ENCUMBRANCES**: It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

16. **ESTATE WAIVER:** Upon the signing of this agreement and acceptance by the Court, it is agreed by and 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 others property, including without limitation, dower, courtesy, 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

17. **ENTIRE AGREEMENT**: It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

18. **ENFORCEMENT**: It is hereby agreed by and between the parties that in the event it

becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

19. **NO OTHER ASSETS**: The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

20. **NO UNDUE INFLUENCE**: 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.

21. **SEVERABILITY**: In the event that any 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.

22. **AFTER-ACQUIRED PROPERTY**: The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

23. **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.

24. **NO TAX ADVICE**: Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

25. **WAIVERS**: The parties hereby agree that by signing this Agreement, they waive service of process and any other service or notice of hearings, waive any questions regarding venue, waive filing an Answer to the Complaint, waive appearance at the final hearing and submit themselves to the jurisdiction of the Chancery Court of Rutherford County, Tennessee.

26. **REPRESENTATION OF ATTORNEYS TERMINATED**: Both parties understand and agree that after the entry of the Final Decree of Divorce, their respective attorneys shall be relieved of by the Court of all obligations of representation in this matter including future service of process or any other matter regarding this case.

IN WITNESS WHEREOF, we have hereunto set our names.

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

On this the 22nd day of Sept., 2005, before me personally appeared DIANE NAPIER, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing Marital Dissolution Agreement, and who acknowledged that he executed the same as his free act and deed for the purposes contained herein.

Diane Napier
DIANE NAPIER

WITNESS MY HAND this the 22nd day of Sept, 2005.

Kellie R Farris
Notary Public
My Commission Expires: 11/28/06

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

On this the 19th day of October, 2005, before me personally appeared EARNEST LEE NAPIER, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing Marital Dissolution Agreement, and who acknowledged that he executed the same as her free act and deed for the purposes contained herein.

EARNEST LEE NAPIER

WITNESS MY HAND this the 19 day of October, 2004.

Pauline P. Jones
Notary Public
My Commission Expires JULY 29, 2006
My Commission Expires:

STATE OF TENNESSEE, RUTHERFORD COUNTY
THE UNDERSIGNED, CLERK AND MASTER OF THE SAID COUNTY AND STATE, HEREBY CERTIFIES THAT THE FOREGOING IS A CORRECT COPY OF THE INSTRUMENT FILED IN THE FOREGOING CAUSE IN THE CHANCERY COURT OF MURFREESBORO, TENNESSEE
THIS 1 DAY OF
JOHN A. BRATCHER, CLERK AND MASTER

IN THE CHANCERY COURT OF RUTHERFORD COUNTY, TENNESSEE
AT MURFREESBORO

DIANE NAPIER,

Plaintiff,

vs.

EARNEST LEE NAPIER,

Defendant.

Case No. 05-1247DR

FILED
2005 DEC 14 AM 9:43
JOHN A.W. BRATCHER
CLERK AND MASTER

FINAL DECREE OF DIVORCE

The Court, upon the Complaint for Divorce filed on August 26, 2005, and the parties' Marital Dissolution Agreement (signed by plaintiff on the 22nd day of September, 2005, and by defendant on the 19th day of October, 2005), and the entire record herein; 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 sufficient provision for the equitable settlement of any and all property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, DIANE NAPIER, is awarded an absolute divorce from the defendant, EARNEST LEE NAPIER, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement executed by the parties are approved by the Court and incorporated herein.

IT IS FURTHER ORDERED AND ADJUDGED that the litigation tax and costs of this cause shall be charged to the Plaintiff, for which execution may issue, if necessary.

ENTERED this 14th day of ~~November~~ Dec, 2005.

MINUTE BOOK 329 P 181-201
DATE: 12.14.05

JUDGE

APPROVED FOR ENTRY:

JOHN D. DRAKE, BPR #012405
Attorney for Plaintiff
120 East Main Street
Bank of America Building, Third Floor
Murfreesboro, TN 37130
(615) 895-0414 Telephone

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Judgment of Divorce was mailed by U.S. Mail, postage prepaid, to Earnest Lee Napier, 4625 Chutney Dr., Antioch, TN 37013, this 29th day of November, 2005.

JOHN D. DRAKE

STATE OF TENNESSEE, RUTHERFORD COUNTY
THE UNDERSIGNED, CLERK AND MASTER OF THE SAID COUNTY AND STATE HEREBY CERTIFIES THAT THE FOREGOING IS A CORRECT COPY OF THIS INSTRUMENT FILED IN THE FOREGOING CAUSE IN THE CHANCERY COURT OF MURFREESBORO, TENNESSEE
THIS 1st DAY OF Dec 06
JOHN A. BRATCHER, CLERK AND MASTER