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

FILED
2006 AUG 28 AM 11:04
RICHARD R. ROOKER, CLERK
D.C.

LESLEY ANNE BRANCH, **Social Security No. [redacted]X-6171,** **Plaintiff,**	)	
vs.	)	**NO: 06D-1883**
ALAN WADE BRANCH, **Social Security No. [redacted]X-2722,** **Defendant.**	)	

Davidson County DEEDDIV
Recvd: 09/06/06 11:41 13 pg
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20060906-0110034

FINAL DIVORCE DECREE

THIS CAUSE came to be heard on the 28th day of August, 2006, before the Honorable Carol Soloman Judge of the Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon the Marital Dissolution Agreement executed by the parties and previously filed in this cause and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Lesley Ann Branch is hereby awarded an absolute divorce from the Defendant Alan Wade Branch on the grounds of irreconcilable differences, and the parties are hereby restored to all rights and privileges of unmarried persons.

The Wife's current address is 4301 Chesney Glen Dr., Hermitage, TN, 37076. The Husband's current address is 1033 Seymor Ave., Nashville, TN, 37206.

The Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties in a Marital Dissolution Agreement executed by these parties which is hereby approved and made the Order of this Court. A copy of the Marital Dissolution Agreement is attached hereto and incorporated herein by reference.

8th

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2006 JUN 19 AM 9:56
RICHARD R. ROOKER, CLERK
D.C.

LESLEY ANNE BRANCH, **Social Security No. [redacted]K-6171,** **Plaintiff,**	
vs.	**NO: 06D1883**
ALAN WADE BRANCH, **Social Security No. [redacted]K-2722,** **Defendant.**	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between ALAN WADE BRANCH (hereinafter referred to as "Husband") and LESLEY ANNE BRANCH (hereinafter referred to as "Wife"), 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 is about to institute, divorce proceedings against the Husband, same being Civil Action No. 06D1883 in the Circuit Court of Davidson County at Nashville, 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 and none are expected.

3. The parties acknowledge that there exists a piece of real estate located at 1033 Seymour Dr., Nashville, Tennessee. That real estate is titled solely in Husband's name. It was purchased by Husband in 1998, prior to the parties' marriage. It is awarded to the Husband free and clear of any claims of Wife, except as set forth herein. She is divested of any interest she may have in the home and her interest is vested in Husband. No Quit Claim deed is needed because Wife does not appear on the deed to the home. However, if Husband desires Wife sign a Quit Claim deed, Wife shall sign same within five (5) days of being presented same, but such QuitClaim deed shall preserve her lien. Wife has not signed the note on the house. Husband shall pay all debt related to the home and shall hold Wife harmless therefore and indemnify her starting in July 2006. If Husband sells the home within 18 months of entry of the Final Decree of Divorce, he shall pay Wife, $ 15,000.00, within two weeks of closing. This MDA shall be recorded with the real estate records and shall give Wife a lien on the home until 18 months after entry of the final decree. The lien shall terminate automatically at that time. The real estate is described as follows:

> A tract or parcel of land, together with all improvements and appurtenances thereunto belonging, situated and lying in Davidson County, Tennessee, and being more particularly described as follows: Being part of Lot 6, on the Plan of the division of the land of John Hobson, deceased, as of record in Minute Book "L", Page 363,

Circuit Court for said County, being Lot No. 36 on the unrecorded plan of the subdivision of Lot No. 6, described according to a survey made by Blanchard and Parish Surveyors, September 3, 1937 as follows:
Beginning at a stake on the northerly margin of Seymour Avenue, at a point 183 feet West of the Southwest corner of Lot No. 14 on the Map of the subdivision of the land of the heirs of Sallie L. Johnson, as of record in Book 332, Page 164, Register's Office for said County, said point being the Southwest corner of the property conveyed to A.C. Farmer and wife, by deed from Charles Phillips and wife, of record in Book 1031, Page 433, said Register's Office; thence with the northerly margin of said Avenue westwardly 58 feet to the Southeast corner of the property conveyed t A.M. Reed and wife, by deed from Charles Phillips and wife, of record in Book 1046, Page 225, said Register's Office; thence with said Reed's easterly line northwardly 158 feet to the southerly margin of a proposed alley; thence with said alley eastwardly 58 feet to the Northwest corner of said Farmer lot; thence with said Farmer's westerly line southwardly 158 feet to the beginning. This legal description is the same as the previous deed of record.

Being the same property conveyed to Alan Branch, unmarried, by Romney Hill, married on or before September 8, 1998 and be deed of record in Deed Book 11111, Page 449, Register's office for said Davidson County.

This conveyance is subject to any and all existing restrictions and easements of record.

This property is known as 1033 Seymour Avenue, Nashville, Tennessee, 37206.

4. The parties have divided their personal property by agreement. All personal property in the possession of the Husband shall be vested as his sole and separate property, except Wife also is awarded the following items free and clear of claims by Husband: China Hutch; set of good dishes; silverware; and large mirror. All personal property in the possession of the Wife shall be vested as her sole and separate property.

5. Wife is awarded the vehicle, titled in Wife's name, free and clear of any claims of the Husband. She shall assume and pay any and all debts and liabilities owed on that vehicle and shall indemnify Husband and hold him harmless therefrom. Husband is awarded the vehicle, titled in Husband's name, free and clear of any claims of the Wife. He shall assume and pay any and all debts and liabilities on that vehicle and shall indemnify Wife and hold her harmless therefrom.

6. Each party hereby is awarded their own retirement accounts, pensions, profit sharing accounts, employee benefits and IRA's, if any, free and clear of any claims of the other party. Each party is awarded their own checking and savings accounts and investments, if any, free and clear of any claims of the other party. All joint accounts have been closed.

7. The house note is solely in Husband's name. Wife will pay same for the months of May and June. After June 2006, Husband will pay same and hold Wife harmless and indemnify her. Wife will pay the minimum payments on all credit cards due through June 15, 2006. After June 15, 2006, Husband shall pay the following credit cards and hold Wife harmless therefrom and indemnify her: Platinum Visa. Wife shall pay the following credit cards and hold Husband harmless therefrom and indemnify him: Bank of America Visa and GM MasterCard. In addition, each party shall pay their own student loans and other debts and hold the other party harmless therefrom and indemnify the other party.

8. Neither party shall receive alimony from the other party and they hereby waive any right they may have thereto.

9. Each party shall pay his or her own attorney's fees, if any. Court costs shall be paid by Wife, for which execution may issue, if necessary.

10. The parties acknowledge that Irene R. Haude is not a tax or bankruptcy attorney and

she has not given any tax or bankruptcy advice. The parties further acknowledge that Irene R. Haude represents Wife only. Husband acknowledges that Irene Haude has not given him any legal advice and that he does not rely on any legal advice that Irene Haude gave to Wife. 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.

11. 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.

12. 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.

13. 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.

14. 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 Eighth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. 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.

HUSBAND ACKNOWLEDGES THAT BY ENTERING INTO THIS MARITAL DISSOLUTION AGREEMENT, HE WAIVES SERVICE OF PROCESS UPON HIM AND HE WAIVES THE FILING OF AN ANSWER.

Lesley A Branch
LESLEY ANNE BRANCH

Alan Wade Branch
ALAN WADE BRANCH

Respectfully submitted, As an attachment to the divorce complaint

Irene R. Haude, No. 012104
Suite 208 Cavalier Building
95 White Bridge Road
Nashville, TN 37205
(615) 356-1580

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Comes Plaintiff, LESLEY ANNE BRANCH, after first being duly sworn, and makes oath that the allegations contained in the foregoing Complaint are true and correct to the best of her knowledge, information and belief; that her Complaint is not made out of levity, or by collusion with the Defendant, but in truth and sincerity and for the causes mentioned in the Complaint.

LESLEY ANNE BRANCH, Plaintiff

SWORN TO AND SUBSCRIBED before me this 12th day of June, 2006.

NOTARY PUBLIC
My Commission Expires: 5/24/2008

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Comes Defendant, ALAN WADE BRANCH, after first being duly sworn, and makes oath that the allegations contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief; that his Complaint is not made out of levity, or by collusion with the Plaintiff, but in truth and sincerity and for the causes mentioned in the Complaint.

ALAN WADE BRANCH, Defendant

SWORN TO AND SUBSCRIBED before me this 12th day of June, 2006.

NOTARY PUBLIC
My Commission Expires: 5/24/2008

MICHELLE FLANAGAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE My Commission Expires MAY 24, 2008

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all provisions of the Marital Dissolution Agreement is approved and made the judgment of this Court. The marital dissolution agreement may be recorded with the real estate records. Wife is restored to her maiden name of Lesley Anne Worsley.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall pay his or her own attorney fees, if any, and the Wife shall pay the remaining Court costs of this cause, for which execution shall issue, if necessary.

ENTERED this 28th day of August, 2006.

JUDGE

APPROVED FOR ENTRY:

Irene R. Haude, No. 12104
Attorney for Wife
Suite 208 Cavalier Building
95 White Bridge Road
Nashville, TN 37205
(615) 356-1580

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to ALAN WADE BRANCH, 1033 Seymour Avenue, Nashville, Tennessee on the 28TH day of August, 2006.

Irene R. Haude

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 28 day of AUGUST , 2006 , in the Case Number 06D1883 between BRANCH, LESLEY ANNE Plaintiff, and BRANCH, ALAN WADE 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 31 day of AUGUST in the year two thousand six and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

By B Collins
Deputy Clerk

SEAL

