IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2006 JAN 26 PM 1:09

TERRY R. CLAYTON,

Plaintiff,

vs.

SHERYL P. CLAYTON,

Defendant.

NO. 04[illegible]1978

D.C.

FINAL DECREE

This cause came on to be heard on January 13, 2006, before the Honorable Carol Soloman, Judge, upon Terry R. Clayton's ("Husband's") sworn Complaint for absolute divorce; statements of the parties and their counsel; and the entire record in said cause; from all of which the Court finds as follows: (a) that this cause was filed on July 30, 2004, and has been pending for more than ninety days; (b) that there exists between the parties such irreconcilable differences as would render a further continuation of the marriage impractical and impossible; (c) that the Marital Dissolution Agreement and Parenting Plan submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and is in words and figures as follows:

Davidson County DEEDDIV
Recvd: 12/11/06 09:01 13 pg
Fees:67.00 Taxes:0.00
20061211-0152268

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

2006 JAN 26 PM 1:09

Terry R. Clayton,
Plaintiff,

vs.

Sheryl P. Clayton,
Defendant.

No.: 04D-01978

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Terry R Clayton, hereinafter referred to as "Husband", and Sheryl P. Clayton, hereinafter referred to as "Wife", with regard to a Complaint for Divorce being first filed by Husband in the Circuit Court for Davidson County, Tennessee.

WITNESSETH

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there has been filed a Complaint for Divorce by the Wife in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to agree upon and fix their respective rights and duties regarding the issues of support, the division of their marital property and the division of marital obligations of their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship, and do hereby enter into this Agreement for the settlement of all such rights and obligations.

NOW, THEREFORE, in settlement, adjustment and compromise of all disputes as to spousal support, property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties do hereby agree and covenant as follows:

I.
Divorce

The parties hereby agree that Husband shall proceed to trial and obtain an absolute divorce on the ground of irreconcilable differences.

II.
Real Property

The parties agree to that the marital home at 204 Steamboat Court, Nashville, Davidson County, Tennessee is Wife's separate property that she purchased before the parties were married. The parties further agree that Husband has contributed to the appreciation in the value of Wife's separate property during the course of their marriage. Husband owns real property located at 1402 5th Avenue North, Nashville, Davidson County, Tennessee that was purchased during the party's marriage. The parties agree to waive any and all equity interest the other may have, if any, in the aforementioned real property. The parties further agree to sign quit claim deeds quit claiming any and all equitable interest each may have in their respective properties.

Wife acknowledge that Husband owned the following separate real estate at the time of their marriage 1100 3rd Avenue South, Nashville Tennessee; 620 S 11th Street, Nashville Tennessee; 2709 Torbett Street, Nashville Tennessee; 823 & 825 Smiley Street, Nashville Tennessee; 623 & 625 Neill Avenue, Nashville Tennessee and 1826 6th Avenue North, Nashville, Tennessee and Wife did not do anything to help Husband to appreciate the value of this real property during the course of the marriage. Wife, further, waives any legal or equity interest she may have had, if any in Husband's separate real property.

III.
Personal Property

The Wife shall keep the following personal property: Black leather sofa, love seat, chair and ottoman, kitchen table and four (4) chairs, children's bunk bed, flat panel monitor, 32 inch television, 19 inch television, VCR and some of the VCR tapes.

The Husband shall keep the following personal property: the original jazz painting in the living room (separate property), the mini-camcorder, VCR and some of

the VCR tapes, his tools and tool shelf. Wife shall allow Husband access to the marital residence to divide the VCR tapes equitably, get his tools, divide family photographs and other miscellaneous items within 30 days of this decree becoming final.

IV.
Debts

The parties represent that they do not have any joint marriage debt. The parties agree that each party shall be solely responsible for the debt created by the respective party and shall hold the other party harmless thereto. All accounts that Husband is secondary on will be closed.

If a creditor of either makes a claim against the other party for a debt that the other party is obligated under, the terms of this agreement and if that claim is upheld by a Court of competent jurisdiction, the other party is required to pay a debt for which he 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 other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including attorney fees. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he or she will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred for prosecuting said action.

The parties acknowledge that neither will charge or cause to be charged to the other any purchases after this agreement is executed and neither will hereafter secure or attempt to secure any credit upon or in connection with the other. With respect to each party's responsibility under the terms of this agreement for the payment of certain debts and liabilities, and the obligation of each to hold the other harmless from liability, therefore, the parties agree that such obligations are non-dischargeable debts under the Bankruptcy Code, such obligations being part of the final financial support settlement for both parties.

V.
Cash and Bank Accounts

The parties acknowledge and assert that they have no joint bank accounts. All funds in the party's respective accounts shall remain separate property.

VI.
Alimony

The parties hereby agree that neither shall be obligated to pay alimony to the other.

VII.

Children

See Parenting Plan.

VIII
Visitation

See Parenting Plan.

IX
Child Support

See Parenting Plan.

X
Automobiles

Wife shall retain and assume the debt on the 2000 Toyota Highlander and hold the Husband harmless. Husband shall retain his 1992 Acura Legend, retain and assume the debt on the 2001 Ford F-150 truck and hold the Wife harmless. All right, title and interest in any vehicle shall be vested in each respective party and the same shall be divested out of the other party. Furthermore, each party agrees to assume any and all financial obligations owing on any such vehicle, and to indemnify the other harmless therefrom. Both parties hereby agree to execute upon presentation any and all documents necessary to effectuate any title transfer.

XI.
Retirement Accounts

Each party hereby expressly waives any and all interest or claim in or to the retirement account, pension funds, 401K accounts, SEP IRA accounts, ESOP benefits, ESIP benefits or other pension and/or retirement salaries of the other party.

XII.
Mutual Restraining Order

The parties hereby agree that they shall each be permanently enjoined and restrained from interfering with the other party's peacefulness and privacy.

XIII.
Tax Consequences

The parties acknowledge that they will seek independent tax advice and that their respective counsel has not offered or rendered legal advice concerning any tax effects or ramifications of this Agreement.

XIV.
Tax Liabilities

The Wife represents and warrants to the Husband that she has heretofore duly paid all income taxes that she has agreed to pay on such returns as have been filed during the course of their cohabitation and marriage. The Husband represents and warrants to the Wife that he has heretofore duly paid all income taxes that he has agreed to pay on such returns. The parties shall keep any and all tax refunds by them individually for the tax year 2003, 2004 and all subsequent tax years. The parties agree to be individually liable for any and all tax liabilities not provided for in this agreement.

XV.
Personal Injury Litigation

The Husband and Wife are parties to a cause of action in the Davidson County Circuit Court, Terry Clayton and Sheryl Clayton v. Camille M. Hernandez, Docket No.: 02C-3223. Said cause of action arose as a result of a rear end collision on November 10, 2001, wherein Husband is suing for personal injuries and Wife has asserted a claim for loss of consortium. This case was dismissed by the trial judge and is now on appeal to the Tennessee Court of Appeals. Wife desires to withdraw her loss of consortium claim and any interest that she may have in Husband's personal injury claim against Camille M.

Hernandez. If, Husband's appeal is successful Wife authorizes counsel for the parties to enter an Order of Voluntary Non-suit relative to her claim for loss of consortium.

XVI.
Husband's Law Practice

Wife expressly acknowledges that Husband was practicing law for twelve (12) years before the parties were married and she has not been actively involved in his law practice during the course of their marriage. Wife waives any and all interest or claim she may have in Husband's law practice.

XVII
Modification

A modification or waiver of any provision of this agreement will be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any provision of this agreement will not be construed as a waiver of and subsequent default of the same or similar nature.

XVIII.
Personal Service of Process & Service by Publication Waived

Wife acknowledges by signing this agreement, she has waived her right to personal service of process and service of process by publication, and it shall constitute a general appearance before the Court, which shall give the Court jurisdiction over her for the purpose of granting a divorce on the ground of irreconcilable differences, pursuant to T.C.A. 36-4-103(A) (2).

XIX.
Voluntary Execution

Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. Each believes the terms and condition to be fair and reasonable under the circumstances. No

coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representation of any kind has been made to him or her as an inducement to enter into this agreement, other than the representations as set forth herein.

XX.
Court Costs

The parties hereby agree that Husband shall be responsible for court costs incurred in this cause.

XXI.
Attorney Fees

The parties hereby agree that they shall each be responsible for his or her own attorney fees incurred in this cause.

XXII.
Miscellaneous

Each of the parties shall, from time to time, at the request of the other party, execute, acknowledge and deliver to the other party any and all further instruments that may be required to give full force and effect to the provisions of this Agreement.

It is further agreed and understood that this Agreement is intended to be a final settlement of all the property rights of the respective parties and full discharge of Husband and Wife from all obligations to support each other except as otherwise provided herein, and a discharge from all other claims, assets, and debts, whether known or unknown, arising out of their marital relationship, and that each party hereby waives and relinquishes to the other all rights or claims which the other party may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, curtesy, statutory allowance, homestead rights, rights to make against the will of the other, inheritance, dissent or distribution, alimony and spousal support, the right to act as administrator or executor of the other's estate, and supplies to any property that either of them may acquire in the future.

XXIII.
Partial Invalidity

The parties hereby agree that if any of the provisions of this Agreement are held to be invalid or unenforceable, or if any of said provisions are modified at a later time by agreement of the parties or other wise, all other provisions shall, nevertheless, remain in full force and effect.

XXIV.
Entire Agreement

The parties hereby agree 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. The parties acknowledge that they have each read this Agreement in its entirety and that they have signed it voluntarily and of their own free will and accord.

XXV.
Incorporation into Decree

The parties hereto further agree that this Agreement, subject to Court approval, shall be incorporated into and made a part of any Final Decree of Divorce which may be entered hereafter.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated beside there respective signatures below.

1/13/06
DATE

Terry R. Clayton

1/13/06
DATE

Sheryl P. Clayton

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, Notary Public in and for said County and State, the within named Terry R. Clayton, with whom I am personally acquainted, and who after being dully sworn according to law, made oath that she

executed the foregoing instrument on the date listed above, and that she did so of her own free will and accord.

Sworn to and subscribed before me
This the 13 day of ~~December~~ January, 2006.

Rebecca T. Garland
Notary Public

My commission expires: 05/23/09

REBECCA T. GARLAND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, Notary Public in and for said County and State, the within named Sheryl P. Clayton, with whom I am personally acquainted, and who after being dully sworn according to law, made oath that he executed the foregoing instrument on the date listed above, and that he did so of his own free will and accord.

Sworn to and subscribed before me
This the 13 day of ~~December~~ January, 2006.

Rebecca T. Garland
Notary Public

My commission expires: 05/23/09

REBECCA T. GARLAND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Wife is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further, **ORDERED,** that each of the parties shall be responsible for his or her own attorney's fees.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Terry R. Clayton ("Husband") agrees to pay the Court costs.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that execution may issue to enforce any of the provisions of this Decree.

Entered this 26th day of Jan., 2006.

Hon. Carol Soloman, Judge
Davidson County Eighth Circuit Court

APPROVED FOR ENTRY:

BOTTORFF, KAVIN & COOK, PLC

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Joy Sims by Rebecca T. Garland with permission

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Attorneys for Defendant, Sheryl P. Clayton

STATE OF TENNESSEE

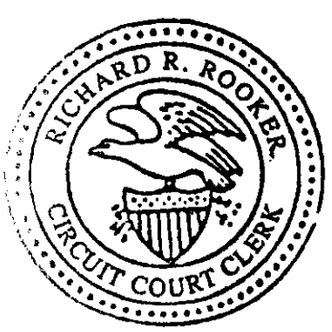
I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the EIGHTH Circuit Court for Davidson County, Tennessee, on the 26 day of JANUARY , 2006 , in the Case Number 04D1978 between CLAYTON, TERRY R. Plaintiff, and CLAYTON, SHERYL P. 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 22 day of NOVEMBER in the year two thousand six and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL



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 26 day of JANUARY , 2006 , in the Case Number 04D1978 between CLAYTON, TERRY R. Plaintiff, and CLAYTON, SHERYL P. 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 22 day of NOVEMBER in the year two thousand six and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

