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20070227-0024297

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID CARL TEASLEY, HUSBAND,

VS.

BETTY SUE TEASLEY, WIFE.

2007 JAN 10 PM 4:30
RICHARD R ROOKER CLERK
D.C.

NO. 06D-2921

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 10th day of January, 2007 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon Husband's Complaint for Absolute Divorce, written notarized Marital Dissolution Agreement, testimony of the Husband, and the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences in their marriage; that the parties have made adequate and sufficient provision, by written agreement, for the equitable settlement of all property rights existing between them; and that the said Agreement should be approved by the Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Husband, David Carl Teasley, shall be and he is hereby awarded an Absolute Divorce from the Wife, Betty Sue Teasley, on the ground of Irreconcilable Differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement entered into by and between the parties shall be and it is hereby approved and ratified in full and in all respects by the Court and made a part of this Final Decree, and the said Agreement shall be given full force and effect in all respects between the parties hereto as an Order of this Court, the said Agreement being as follows:

4th

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RICHARD R. ROOKER, CLERK
D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID CARL TEASLEY,	)	
Husband,	)	
	)	
v.	)	**NO. 06D-2921**
	)	
BETTY SUE TEASLEY,	)	
Wife.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered by and between DAVID CARL TEASLEY, hereinafter referred to as "Husband" and BETTY SUE TEASLEY, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, irreconcilable differences have arisen between the parties and the Husband has filed suit for divorce in the Circuit Court for Davidson County, Tennessee, docket number 06D-2921; and

WHEREAS, the parties are desirous of settling all controversies between them and entering into a Marital Dissolution Agreement providing for the equitable settlement and division of all property rights existing between them;

NOW, THEREFORE, for good and sufficient consideration, the parties mutually agree as follows:

I.

DIVORCE

It is hereby agreed that Husband shall proceed to trial and obtain a divorce in the Circuit Court for Davidson County, Tennessee on the ground of Irreconcilable Differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

II.

CUSTODY, VISITATION, AND CHILD SUPPORT

There are no children of this marriage and therefore, no provision is made herein for custody, visitation or child support.

III.

ALIMONY

The parties agree that neither shall be responsible for paying any form of alimony to the other party.

IV.

PROPERTY DIVISION

It is hereby agreed by the parties that their property shall be divided as set forth below:

1. The parties acknowledge and agree that Wife shall be awarded all, right, title and interest in the real property known as 3114 Ivy Point Road, Goodlettsville, Davidson County, Tennessee and 3116 Ivy Point Road, Goodlettsville, Davidson County, Tennessee and all interest of Husband shall be divested out of him and vested into the Wife. Within thirty (30) days of the entry of a final decree in this case, Wife shall pay the sum of Ten Thousand Dollars ($10,000.00) to Husband for all interest he may have in the said property at which time Husband shall quitclaim any interest he may have in the property to Wife. Husband is granted a lien on said property to secure the payment of said $10,000.00, the said property being more fully described as follows:

PART 1

Certain real property situated in the 16th Civil District of Davidson County, Tennessee, and being more fully described in a certain Quitclaim Deed of record as Instrument number 20020702-0079629, Register's Office for Davidson County, Tennessee.

Being the same property conveyed by quitclaim deed dated June 20, 2002 from Lela B. Knight to Betty K. Shockley, of record as Instrument number 20020702-0079629, Register's Office for Davidson County, Tennessee.

This is improved property known as 3114 Ivy Point Road (also spelled Ivey Point Road), Goodlettsville, TN 37072.

PART 2

Land in Davidson County, Tennessee being Tract I, Knight Property, as shown on Plat of record in Instrument Number 20001222-0125522, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Betty Teasley by Warranty Deed from Michael McCracken and wife, Lisa McCracken, of record as Instrument Number 20051228-0156334, Register's Office for Davidson County, Tennessee.

This is improved property known as 3116 Ivey Point Road (also spelled Ivy Point Road), Goodlettsville, TN 37072.

The said Betty K. Schockley and Betty Teasley are one and the same person.

2. Wife shall be awarded all of her personal effects, clothing and personal jewelry, all vehicles and other tangible personal property titled in her name and/or in her possession, and all right, title and interest the parties may have in all of the household furnishings, appliances, and effects now in Wife's possession. All interest which Husband may have in the said property shall be divested out of Husband and into the Wife.

3. Husband shall be awarded all of his personal effects, clothing and personal jewelry, all vehicles and other tangible personal property titled in his name and/or in his possession, and all right, title and interest the parties may have in all of the household furnishings, appliances, and effects now in Husband's possession. All interest which Wife may have in the said property shall be divested out of Wife and into the Husband.

4. Wife shall be awarded all right, title and interest in her separate bank and financial accounts of any kind and any pension, retirement or other accounts provided through her employment past, present and future, and all interest of Husband in the same is divested out of him and vested into the Wife.

5. Husband shall be awarded all right, title and interest in his separate bank and financial accounts of any kind and any pension, retirement or other accounts provided through his employment, past, present, and future, and all interest of Wife in the same is divested out of her and into the Husband.

V.

DEBTS

It is hereby agreed by the parties that responsibility for payment of their debts shall be as set forth below:

1. Husband shall be responsible for paying any debts in his individual name and shall hold Wife harmless thereon.

2. Wife shall be responsible for paying any debts in her individual name and shall hold Husband harmless thereon.

3. The parties agree and acknowledge that they have no joint debts of any kind.

4. The parties agree that they shall file separate income tax returns for the tax year ending December 31, 2006 and each shall be responsible for their own taxes which may be due or shall retain their own tax refund which may be payable, as the case may be.

5. The parties agree that if there are any joint credit card accounts or other accounts outstanding, they shall be closed and that neither shall incur any further indebtedness on the same from and after the execution of this Agreement. The parties further agree that neither party shall use, charge or cause to be charged to or against the other any purchase which each of them may hereafter make nor shall either party create

any obligation in the name of or against the other nor shall either secure or attempt to secure any credit upon or in connection with the other or in the other's name.

6. The parties agree that in the event a creditor of either party makes a claim against a party arising out of an obligation for which the other party is responsible, then the party against whom the claim is made may recover from the party who is responsible for the obligation, the amount of any payment which he or she may reasonably make to the creditor, including any interest and penalties, and any reasonable expenses and reasonable attorney fees incurred in the good faith defense or negotiation of such obligation.

VI.

ENFORCEMENT

The parties agree that in the event it becomes reasonably necessary for either of them to institute proceedings to enforce the terms and provisions of this Agreement against the other party, then the other party shall be responsible for the enforcing party's reasonable attorney's fees and litigation expenses incurred in such proceeding.

VII.

ATTORNEY'S FEES AND LITIGATION EXPENSES

It is hereby agreed that each party shall pay their own attorney's fees and Husband shall pay the court costs.

VIII.

The Wife shall be restored to her former name of Betty Sue Knight.

IX.

MISCELLANEOUS

It is understood and agreed by the parties that this Marital Dissolution Agreement is intended to be a full and final settlement of all property rights of the parties and is a discharge from all other claims arising out of the marital relationship and that each hereby waives and relinquishes to the other all rights and claims which each have or

hereafter acquire under the law of any jurisdiction, including without limitation, statutory allowances, homestead rights, right to elective share, inheritance, distributive share, and the right to act as Administrator or Executor of the other's estate, and this Agreement applies to all property now owned by the parties or any property hereinafter acquired by them.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, their heirs and assigns. It is understood and agreed between the parties that this Agreement is the entire agreement between them and it is entered into without undue influence, fraud, coercion, duress or misrepresentation and for no reasons not stated herein. The provisions of this Agreement and its legal effect are fully known by each party hereto and each acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

It is further understood and agreed by the parties that before or immediately upon the entry of a Final Decree in this cause, each shall execute any documents or conveyances necessary to carry into force and effect the terms of this Agreement. It is further understood and agreed that this Agreement shall be of no force and effect unless and until approved and ratified by the Circuit Court for Davidson County, Tennessee, and incorporated into the Final Decree of Divorce in this cause.

The Defendant Wife acknowledges and agrees that the signing of this Agreement shall, when notarized, serve as statutory service of process and shall be in lieu of service of process and shall constitute a general appearance before the Court and shall give the Court personal jurisdiction over him; that she waives further service pursuant to T.C.A. 36-4-103(2) and waives filing an Answer or other responsive pleading in this cause; and that such waiver shall be valid for a period of One Hundred Eighty (180) days from the date the last party signs this Agreement.

IN WITNESS WHEREOF, the Husband has hereunto set her signature on this _____ day of _____ 2006 and the Wife has hereunto set his signature on this _____ day of _____, 2006.

DAVID CARL TEASLEY

BETTY SUE TEASLEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, DAVID CARL TEASLEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 23rd day of Oct., 2006.

LISA GOLDTHREAD STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JULY 24, 2010

NOTARY PUBLIC

My Commission Expires: _____.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, BETTY SUE TEASLEY, 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 seal at office this 23rd day of Oct., 2006.



Lisa Goldthread

NOTARY PUBLIC

My Commission Expires: _____.

TEASLEY.MDA

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall be restored to her former name of Betty Sue Knight.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the court costs in this cause shall be and they are hereby assessed to the Husband.

For all of which execution may issue if necessary.

ENTER this 10th day of January, 2007.

MURIEL ROBINSON
JUDGE OF FOURTH CIRCUIT COURT

APPROVED FOR ENTRY:

JAMES R. TOMKINS, 11161
ATTORNEY FOR HUSBAND
SMITH & TOMKINS
214 SECOND AVENUE NORTH, SUITE 2
NASHVILLE, TN 37201
(615) 256-1280

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded to Ms. Betty Sue Teasley (Knight), 3114 Ivy Point Rd., Goodlettsville, TN 37072 on this 10th day of January, 2007.

JAMES R. TOMKINS

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 10 day of JANUARY , 2007 , in the Case Number 06D2921 between TEASLEY, DAVID CARL Plaintiff, and TEASLEY, BETTY SUE 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 JANUARY in the year two thousand seven and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

