IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2007 MAY 30 PM 3:23
RICHARD R. ROOKER, CLERK
D.C.

STACEY NEAL DOUGLAS **Plaintiff,**	)	
vs.	)	**Docket No. 07D911**
APRIL DAWN DOUGLAS, **Defendant.**	)	**NOTICE OF ENTRY REQUESTED**

FINAL DECREE

This cause came to be heard on the 30th day of May 2007, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Mr. Douglas, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101 (11). It is therefore,

ORDERED, ADJUDGED, and **DECREED** that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Stacey Neal Douglas, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED,** and **DECREED** by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does adequately provide for the equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

Davidson County DEEDDIV
Recvd: 06/12/07 12:02 12 pg
Fees:62.00 Taxes:0.00
20070612-0070376

FOURTH CIRCUIT

IN THE 4th CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2007 MAR 28 PM 1:57

RICHARD R. ROOKER, CLERK

STACEY NEAL DOUGLAS Plaintiff,	)	
vs.	)	Docket No. C-H-F D.C.
APRIL DAWN DOUGLAS, Defendant.	)	07D911

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Stacey Neal Douglas, hereinafter called "Husband", and April Dawn Douglas, hereinafter called "Wife".

W I T N E S E T H

WHEREAS, the parties are married and there are no minor children; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Husband is represented by Robyn Lynne Ryan, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each

warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and

deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

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. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions 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 representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court of Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

Parties agree that the Husband will pay all Court cost arising out of said divorce proceeding if uncontested. Further, the Defendant waives making any other answer or counter-claim and consents to an entry of a Default Judgment and a Final Decree of Divorce and specifically authorizes entry of said pleadings by Plaintiff's counsel.

PERSONALTY. The parties agree that they have already divided the personal property between them and each is satisfied with that division. Each party agrees to assume any liability associated with any property awarded them in this divorce and will hold the other party harmless thereon.

It is further agreed that Wife will have possession and title to the 2006 Toyota RAV 4. Wife will assume all liability associated with the vehicle and will hold Husband harmless thereon. Parties agree that Husband will have possession and title to the 2005 Toyota Camry. Husband will assume all liability associated with the vehicle and will hold Wife harmless thereon.

Parties agree to execute any document necessary to effectuate change of title.

MARITAL REAL ESTATE. The parties own real property located at 105 Fitzpatrick Court, Nashville, Tennessee. Wife agrees to quit claim and convey, and by signing this agreement does quit claim and convey, any and all interest in the real property located at 105 Fitzpatrick Court, Nashville, Tennessee, and all right, title and interested is therefore divested out of Wife and vested in Husband in the property located at 105 Fitzpatrick Court, Nashville, Tennessee, more particularly described as follows:

> Being Lot No. 382 on the Plan of Section Seven, Larchwood of record in Book 6900 page 274 Registrar's Office for Davison County, Tennessee to which plan reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Gary E. Rives and wife Moira B. Rives by deed from Billy J. Buzbee and wife Betty J. Buzbee of record in Book 100210 Page 895 Registrar's Office for Davidson County, Tennessee on July 12, 1996.
>
> This conveyance is made subject to the following: 1) 2005 taxes A lien which are not yet due and payable. 2) All matters on plan of Section Seven Larchwood of record in Book 6900 Page 274, Registrar's Office for Davidson County, Tennessee 3) Restrictive Covenants of record in Book 7216 page 574 4) Agreement

for dedication of easement for sanitary sewers and/or storm drainage of record in Book 6592 page 366 5) Mortgage loan inspection by John Kohl & Company date June 13, 1996 indicates this house encroaches over the building envelope on the westerly side of subject property.

This property is improved property known as 105 Fitzpatrick Court, Nashville, Tennessee 37214.

Husband agrees to assume all liability associated with this property and will hold Wife harmless thereon. Parties agree to execute any additional document if deemed necessary to effectuate change of title.

ALIMONY. Neither party shall be entitled to any alimony.

MARITAL DEBT. The parties agree that except for the debt owed on the marital property. there is no marital debt. However, parties agree that any medical debt incurred on behalf of Wife's son Devin Culver, including the debt owed to Vanderbilt Hospital shall be the sole responsibility of Wife. Parties further agree that each party shall be responsible for any debt in his or her own name and will hold the other party harmless thereon.

The parties further agree that this division of debt shall be considered reasonable and necessary for the other party's support. This support debt will be non-dischargeable in the event of a bankruptcy of the obligor spouse, pursuant to 11 U.S.C Section 523 (a) (5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

PENSIONS. Husband has a pension with his employment and Husband shall keep this pension free and clear of any claim of Wife. All right, title and interest in this pension is therefore divested out of Wife and vested in Husband's name alone.

BANK ACCOUNTS. Each party shall be entitled to keep any bank, savings, checking or

other such account in their own name, and each party relinquishes any right they might have in the other party's account.

ATTORNEY FEES. It is agreed between parties that only **Husband** is represented by Robyn Lynne Ryan and will make all payments due to Robyn Lynne Ryan's attorney fee in connection with this divorce proceeding and this agreement.

MAIDEN NAME. Wife shall be restored to her maiden name of April Dawn Simerly.

Stacey Neal Douglas
STACEY NEAL DOUGLAS

April Dawn Douglas
APRIL DAWN DOUGLAS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this ~~23rd~~ 23rd day of ~~March~~ MARCH, 2007, personally appeared Stacey Neal Douglas, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Robert Garrison
~~Alyson P. Susong~~
NOTARY PUBLIC

My Commission Expires: SEPTEMBER 19, 2009
~~Sept 13, 2010~~

ROBERT GARRISON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Expires September 19, 2009

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 19th day of March, 2007, personally appeared April Dawn Douglas, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for his free act and deed.

Alyson P Susong
NOTARY PUBLIC

My Commission Expires:
Sept 13, 2010

ALYSON P. SUSONG
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF JEFFERSON

It is further **ORDERED, ADJUDGED,** and **DECREED** that the costs of this cause are to be taxed against the Plaintiff, for all of which execution may issue if necessary.

ENTER this the 30th day of May, 2007.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Robyn Lynne Ryan, #12782
Attorney for Plaintiff
1808 West End Avenue
Nashville, TN 37203
(615) 467-0016

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission, hard copy to follow via regular U. S. Mail to the following:

April Dawn Douglas, 1840 Seven Oaks Drive, Morristown, TN 37814

on this the 30th day of May, 2007.

Robyn Lynne Ryan

CERTIFICATE OF SERVICE

DOCKET NO. 07D911

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 4TH day of JUNE, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

ROBYN LYNNE RYAN, ATTORNEY
1808 WEST END AVE.
NASHVILLE, TN 37203

APRIL DAWN DOUGLAS
1840 SEVEN OAKS DR.
MORRISTOWN, TN 37814

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 30 day of MAY , 2007 , in the Case Number 07D911 between DOUGLAS, STACEY NEAL Plaintiff, and DOUGLAS, APRIL DAWN 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 12 day of JUNE in the year two thousand seven and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

