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

2007 OCT 16 PM 1:17

RICHARD R. ROONEY, CLERK

SHANNON DANIELLE PATTERSON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Docket No. 06D2942** D.C.
	)	
ALAN ROSS PATTERSON,	)	
	)	
Defendant.	)	

Davidson County DEEDDIV
Recvd: 10/16/07 16:21 10 pg
Fees:52.00 Taxes:0.00
20071016-0122884

FINAL DECREE

This cause came to be heard on the 29th day of August 2007, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Order of the Court for a Status Conference. It appearing to the Court upon Plaintiff's Complaint for Absolute Divorce, statements of Counsel, and the Agreement of the parties, which provides for a division of the parties' respective rights and interests and all joint and individual property, support obligations, and apportionment of responsibility for payment of the parties' joint and individual debts; and the entire record in said cause, from all of which the Court affirmatively finds that if the Court would have heard proof, that both parties would have grounds for divorce and therefore the parties should be declared divorced.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** by the Court, and the Court affirmatively finds that pursuant to Tennessee Code Annotated § 36-4-129 that the parties are declared divorced and restored to the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the Agreement by the parties announced in open Court is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific Order and Decree of the Court, which Agreement is in words and figures as follows:

1. **AUTOMOBILES.** Title to the 1996 Honda Accord, which is in Wife's name, shall be vested solely in Wife, and divested from Husband. Wife shall be fully responsible for the payment of the indebtedness 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.

Title to the 1997 BMW 328i, which is in ~~Husband~~ Husband's name, shall be vested solely in Husband, and divested from Wife. Husband shall be fully responsible for the payment of the indebtedness 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.

2. **PERSONALTY.** The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage, and each party makes no claim to any property in the possession of the other party.

3. **REAL ESTATE.** Husband agrees to convey to Wife any and all right, title, and interest in and to the property located at 116 West Marthona Road, Madison, Tennessee 37115 ("Marital Home"), more particularly described as follows:

> Land in the 11th, formerly 19th Civil District of Davidson, County, Tennessee, being Lots Nos. 31, 32, 33 and 34 of Block "C" on the Plan of Marthona, not of record, described according to a survey made by J.A. Mefford, Surveyor, December___, 1937, as follows:
>
> BEGINNING in the Westerly margin of Marthona Road, formerly Ezell Road West, at a point 550.3 feet South of the Southerly margin of Old Hickory Boulevard; thence North 86° 2' West, a distance of 275 feet to a point; thence South 2° 58' West 100 feet to a point; thence South 86° 2' East a distance of 275 feet to a point in the Westerly margin of Marthona Road, formerly Ezell Road West; thence in a Northerly direction along the Westerly margin of Marthona Road, formerly Ezell Road West, 100 feet to the point of beginning.
>
> This being the same property transferred to Shannon Patterson by William L. Matthews as recorded in Plat Book 6152, page 4, of record instrument number 20021204-0149050 Register's Office for Davidson County, Tennessee.

The parties further agree that Husband shall be divested of right, title, and interest in the marital home; and all right, title, and interest in the marital home shall be vested in Wife. Wife agrees to assume liability for the debts on the property including the first mortgage with ABN Amro and the second mortgage with LaSalle Bank and will indemnify and hold Husband harmless on same.

Upon Wife successfully securing said property, Husband shall receive a lien against the property for $8,500.00, which shall not accrue interest until March 1, 2008, at which time it will accrue at 6% per annum. Unless the house is sold, Husband cannot enforce the lien until September 1, 2008 at which time Husband may petition the Court to enforce the lien.

Husband agrees to pay the sum of Five Hundred Dollars ($500.00) toward the mortgage on or before the fifth (5th) day of September, October, November, and December of 2007 only, unless the house sells, at which time this obligation will cease.

Husband will immediately pay Wife the sum of Two Thousand Dollars ($2,000.00) to satisfy the current pendente lite order.

4. PRIOR TAX LIABILITIES. If, in 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, complete, and fully and accurately reflect the Parties' respective income and deductions for those years.

5. DEBTS. Each Party shall be responsible for their individual debts and hold the other harmless on the same.

Specifically, Wife agrees to be solely responsible for the following separate debts and to indemnify and hold Husband harmless from any obligation therefore:

1. Bank of America Visa Credit Card;
2. Providian Visa Credit Card;
3. Regions Visa Credit Card;
4. Federal Student Aid/US Department of Education; and

5. Mother's loan used as down payment for the house.

Husband agrees to be solely responsible for the following separate debts and to indemnify and hold Wife harmless from any obligation therefore:

1. Handmade Holdings (Australia);

2. American Credit Cards;

3. Australian Credit Cards; and

4. Any and all judgments and other legal obligations incurred in Australia.

6. CREDIT. The Parties agree that neither Party shall charge nor 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 Party. Each Party warrants that there are no charges on the Party's credit that have not been fully revealed to the other Party. If there are any such unrevealed charges, the Party making those charges shall be responsible for the payment of those unrevealed charges.

7. INCOME TAXES. The Parties agreed to file their Federal Income Tax Return separately for the tax year 2006, and Husband and Wife divided any deductions associated with the marital residence. Wife will receive mortgage deductions associated with the marital residence for the tax year 2007.

8. BANK ACCOUNTS. Each Party shall retain all right, title and ownership to any bank accounts in their individual names, and hold those accounts free and clear from the claims of others. Wife will also receive free and clear from all claims her checking account at Regions Bank which is used for payment of 1st and 2nd mortgage.

9. ALIMONY WAIVED. Wife and Husband claim no alimony, either *Pendente Lite* or permanent, and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this Agreement.

10. ATTORNEYS' FEES. Wife is represented by Worrick G. Robinson, IV and Husband is represented by Jamie Hollin. Each Party will pay their respective attorneys' fees in connection with this divorce proceeding and this Agreement.

11. RETIREMENT/PENSIONS/401(K). The Parties agree to give up any right or interest they have or may have to the other Party's retirement, pension, or 401(k). Each Party will therefore retain any and all rights and interests to their individual pension and retirement.

12. RETURN TO PREVIOUS NAME. Wife shall return to her previous name of Shannon Danielle Harvey.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that title to the 1996 Honda Accord, which is in Wife's name, shall be vested solely in Wife, and divested from Husband. Wife shall be fully responsible for the payment of the indebtedness 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.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that title to the 1997 BMW 328i, which is in ~~Husband~~ Husband's name, shall be vested solely in Husband, and divested from Wife. Husband shall be fully responsible for the payment of the indebtedness 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.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that each party makes no claim to any property in the possession of the other party.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that Husband conveys to Wife all right, title, and interest Husband may have in and to the property located at 116 West Marthona Road, Madison, Tennessee 37115 ("Marital Home"), more particularly described as follows:

> Land in the 11th, formerly 19th Civil District of Davidson, County, Tennessee, being Lots Nos. 31, 32, 33 and 34 of Block "C" on the Plan of Marthona, not of record,

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This being the same property transferred to Shannon Patterson by William L. Matthews as recorded in Plat Book 6152, page 4, of record instrument number 20021204-0149050 Register's Office for Davidson County, Tennessee.

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Upon Wife successfully securing said property, Husband shall receive a lien against the property for $8,500.00, which shall not accrue interest until March 1, 2008, at which time it will accrue at 6% per annum. Unless the house is sold, Husband cannot enforce the lien until September 1, 2008 at which time Husband may petition the Court to enforce the lien.

Husband agrees to pay the sum of Five Hundred Dollars ($500.00) toward the mortgage on or before the fifth (5th) day of September, October, November, and December of 2007 only, unless the house sells, at which time this obligation will cease.

Husband will immediately pay Wife the sum of Two Thousand Dollars ($2,000.00) to satisfy the current pendente lite order.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that if, in 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, complete, and fully and accurately reflect the Parties' respective income and deductions for those years.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that each party shall be responsible for their individual debts and hold the other harmless on the same.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that Wife shall be solely responsible for the following separate debts and to indemnify and hold Husband harmless from any obligation therefore:

1. Bank of America Visa Credit Card;
2. Providian Visa Credit Card;
3. Regions Visa Credit Card;
6. Federal Student Aid/US Department of Education; and
7. Mother's loan used as down payment for the house.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that Husband shall be solely responsible for the following separate debts and to indemnify and hold Wife harmless from any obligation therefore:

1. Handmade Holdings (Australia);
2. American Credit Cards;
5. Australian Credit Cards; and
6. Any and all judgments and other legal obligations incurred in Australia.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that ~~the parties~~ neither party shall charge nor 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 party. Each party warrants that there are no charges on the party's credit that have not been fully revealed to the other party. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the parties shall file their Federal Income Tax Return separately for the tax year 2006, and Husband and Wife divided any deductions associated with the marital residence. Wife will receive mortgage deductions associated with the marital residence for the tax year 2007.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that each party shall retain all right, title and ownership to any bank accounts in their individual names, and hold those accounts free and clear from the claims of others. Wife will also receive free and clear from all claims her checking account at Regions Bank which is used for payment of 1st and 2nd mortgage.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the Wife and Husband claim no alimony, either *Pendente Lite* or permanent, and waive any claim they might have thereto.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that each Party will pay their respective attorneys' fees in connection with this divorce proceeding.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that each party will give up any right or interest they have or may have to the other Party's retirement, pension, or 401(k). Each Party will therefore retain any and all rights and interests to their individual pension and retirement.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that Wife shall return to her previous name of Shannon Danielle Harvey.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that Plaintiff, and Defendant, Alan Ross Patterson, are declared divorced Shannon Danielle Patterson, ~~is hereby granted an absolute divorce from the Defendant~~ and restored

to all the rights and privileges of an unmarried person, and the bonds of matrimony heretofore existing between them are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the costs of this cause are taxed to the Plaintiff and Defendant equally.

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

ENTER this the 16th day of October, 2007.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

ROBINSON, REAGAN & YOUNG, PLLC

WORRICK G. ROBINSON, IV (#15009)
260 Cumberland Bend Drive
Nashville, Tennessee 37228
(615) 726-0900

Certificate of Service

I hereby certify that a true and exact copy of the foregoing has been placed in the U.S. mail, postage pre-paid to:

Jamie R. Hollin, Esquire
618 Church Street, Suite 300
Nashville, Tennessee 37219

on this 12th day of October, 2007.

WORRICK G. ROBINSON, IV

cc: Shannon Patterson

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 16 day of OCTOBER , 2007 , in the Case Number 06D2942 between PATTERSON, SHANNON DANIELLE Plaintiff, and PATTERSON, ALAN ROSS 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 16 day of OCTOBER in the year two thousand seven and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By R Thomas
Deputy Clerk

SEAL

