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2008 JAN 16 PM 3:23

RICHARD R. ROOKER, CLERK

D.C.

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

JAMES L. MADDUX, **Plaintiff/Husband,**	)	
vs.	)	DOCKET No. 07D-2047
JULIE R. MADDUX, **Defendant/Wife.**	)	

Davidson County DEEDDIV
Recvd: 02/06/08 13:12 15 ps
Fees:77.00 Taxes:0.00

20080206-0012420

FINAL DECREE

This cause came on to be heard on this the 16th day of January, 2008, before the Honorable Judge Muriel Robinson, Fourth Circuit Court for Davidson County, Tennessee, on the Amended Complaint for Absolute Divorce filed by Husband, and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; statement of counsel, statements by the parties, and the entire record in this cause, from all of which this Court is of the opinion and so finds as follows:

That from the testimony presented to the Court, it appears that the parties hereto have irreconcilable differences in their marriage; it is therefore

ORDERED, ADJUDGED AND DECREED, that the Plaintiff/Husband, James L. Maddux, is hereby awarded an absolute divorce from the Defendant/Wife, Julie R. Maddux, on the grounds of irreconcilable differences, and he is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

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

FILED
2008 JAN -2 PM 3:28
RICHARD R. ROOKER, CLERK
D.C.

JAMES L. MADDUX,
Plaintiff/Husband,

vs.) DOCKET No. 07D-2047
)
JULIE R. MADDUX,)
Defendant/Wife.)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made by and between the parties, **JAMES L. MADDUX** (hereinafter referred to as "Husband") and **JULIE R. MADDUX,** (hereinafter referred to as "Wife");

WHEREAS, the parties were married on July 9, 2005; and

WHEREAS, the parties have no minor children born of this marriage; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, at Nashville, Tennessee, under Docket No. 07D-2047, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the parties as a consequence of disputes and apparent irreconcilable differences wish to make arrangements in the connection with the dissolution of their marriage and to settle all marital property and debts growing out of the marital relationship;

IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

1. **DIVORCE.** Husband is awarded the divorce on the grounds of irreconcilable differences and restored to the rights of an unmarried person.

2. **HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY.** The parties have agreed to divide their household furnishings and items of personal property as outlined in **Exhibit A** attached hereto. The parties agree that the household furnishings and items of personal property awarded to each spouse shall be free and clear of any claims, title, right and/or interest of the other spouse. Each party shall receive as their separate personal property their clothing, personal effects, shoes, and accessories. Each party shall receive his or her separate personal property which were gifted to them, inherited by them, or which they brought into the marriage. The Wife shall have thirty (30) days from the date of entry of the final decree of divorce to remove all items of personal property and household furnishings awarded to her.

3. **REAL PROPERTY.** Husband owned the real property also known as 937 Russell Street, #7, Nashville, Tennessee 37206 (Map-Parcel Number 82-16-B) , and legally described in **Exhibit B** attached hereto and incorporated herein in its entirety, prior to the parties' marriage, and it is titled in his name only. The parties agree that Husband shall be awarded said real property as his sole and separate property, free and clear of any claims, title, right and/or interest of the Wife and Wife is divested of any claim, title, right and/or interest in said real property. Husband shall be solely responsible to pay any and all indebtedness associated with said real property, including all property taxes, all insurance expenses, all maintenance and upkeep expenses, and he will hold Wife harmless from any further liability thereon.

As division of the marital estate, Husband shall pay to Wife a total sum of Eleven Thousand Seven Hundred and Fifty-One Dollars and Fifty-One Cents ($11, 751.57) and Wife agrees that this payment represents a fair and equitable division of the marital estate and of her marital interest in said real property. Husband shall pay to Wife said amount within sixty (60) days of entry of the Final Decree of divorce.

4. MARITAL DEBTS. Husband shall be solely responsible for paying the parties' consolidated student loan debt with Sallie Mae in Wife's name, and he agrees to hold Wife harmless from any further liability thereon on such debt which is approximately $18,100 (as of 11/5/07). Approximately 25% of this debt is attributable to Wife's loans and Husband will assume such debt as part of the division of the marital estate.

There are no other joint marital debt except those specifically addressed in this Marital Dissolution Agreement. The parties agree that they shall be solely responsible for any and all debts in their individual and sole names, and each party agrees to indemnify and hold the other harmless from any further liability thereon on such separate debt. The parties further agree not to incur any new debt in the name of the other party, or in the joint names of the parties, as of the date of signing of this Marital Dissolution Agreement.

5. BANK ACCOUNTS. The parties' joint savings bank savings account at Merrill Lynch ending in numbers 25J99059 shall be equally divided as of the date of execution of this agreement and closed. Each party would be awarded any and all bank accounts in their individual names, free and clear of the claims of the other spouse. Wife acknowledges she is no longer using the Merrill Lynch joint checking account ending in number 25J99061 and will sign any necessary documents to remove her name from the account.

6. STOCKS. Husband shall be awarded the stock account with NMCX with Merrill Lynch, which has approximately 50,000 shares and a total value of approximately $200 (as of 12/20/07), free and clear of any claims, title, right and/or interest of the Wife.

7. AUTOMOBILES. Wife shall be awarded the 2004 Lexus RX 330 vehicle, VIN No. JTJGA31U440003954, free and clear of any claim, title, right and/or interest of the Husband. There is a current outstanding debt of approximately $20,095.00 (as of 12/20/07) owed to Lexus of Huntsville, 6580 University Drive, Huntsville, AL 35806 for said vehicle. The parties agree that Wife shall be solely

responsible for paying any and all indebtedness associated with said vehicle, including all insurance expenses, all maintenance and upkeep expenses, and she will indemnify and hold Husband harmless from any further liability thereon. Wife shall refinance the vehicle loan within sixty (60) days of entry of the final decree of divorce to remove Husband's name from the loan.

Husband shall be awarded the 2005 Honda Accord vehicle, VIN No. 1HGCM567X5A041970, free and clear of any claim, title, right and/or interest of the Wife. There is a current outstanding debt of approximately $12,008.00 (as of 12/20/07) owed to Mercantile Trust & Savings, P.O. Box 371, Quincy, IL 62306-0371 for said vehicle. The parties agree that Husband shall be solely responsible for paying any and all indebtedness associated with said vehicle, including all insurance expenses, all maintenance and upkeep expenses, and he will indemnify and hold Wife harmless from any further liability thereon. Husband shall refinance the vehicle loan within sixty (60) days of entry of the final decree of divorce to remove Wife's name from the loan.

Both parties agree to execute any and all necessary documentation to effectuate title of each vehicle to the appropriate party.

8. **LIFE INSURANCE.** Husband has a life insurance policy through his employer. The parties agree that Husband shall retain the life insurance policy(ies) in his sole and separate name and shall be solely responsible for paying his own separate premiums for his life insurance policy(ies), and shall not be required to name the other spouse as a beneficiary of such life insurance policy or policies and shall be able to designate as a beneficiary whomever he wishes.

Wife's life insurance coverage through Husband's employer will terminate as the result of this divorce and Wife shall be solely responsible for obtaining and paying for her own separate life insurance policy.

9. **HEALTH INSURANCE.** Husband and Wife each have their own health insurance

coverage available to them through their respective employers, and each shall be responsible for his or her own separate costs for obtaining and maintaining such coverage. The parties stipulate that they have complied with the terms of Tennessee Code Annotated §56-7-2365, and that Husband has a group health insurance with Blue Cross Blue Shield, and has advised Wife at least thirty (30) days prior to termination of coverage as a result of this divorce that she may continue, at her sole cost, COBRA coverage at an estimated monthly cost of $336.37. Wife acknowledges receipt of the notice of these facts from the Husband. This notice was written, hand-delivered and/or sent by certified mail.

10. **RETIREMENT**. Each party would be awarded those retirement accounts, IRAs, 401(k)'s in their sole and separate names, free and clear of any claims, title, right and/or interest of the other spouse. Husband shall be awarded his 401K retirement account with his employer, Merrill Lynch, and Wife shall be awarded her 401K retirement account with her employer, Kroll, Inc., and her rollover IRA account held in Merrill Lynch.

11. **ALIMONY**. Each party makes sufficient income and shall not be required to pay any alimony or support to the other spouse.

12. **TAX RETURN**. The parties acknowledge that they have received a tax refund of $6,763.00 on their 2006 federal income tax return and that sum has since been deposited into their joint Merrill Lynch savings account. This sum will be divided in accordance with Section 5 of this Marital Dissolution Agreement. The parties shall file separate income tax returns for the tax year 2007. Any tax liability or refund from previous joint tax returns will be charged or paid to the party whose income incurred the liability or refund. The parties ave that they currently do not know of any tax liabilities owed or refunds due not specifically addressed in this Marital Dissolution Agreement.

13. **ATTORNEYS' FEES AND COURT COSTS**. Husband shall be solely responsible for the payment of his attorney's fees to Siew-Ling Shea and the law firm of Rogers & Associates. Wife shall

be solely responsible for the payment of her attorney's fees Maria T. De Quesada. The court costs of this cause shall be equally divided between the parties, for which execution shall issue if necessary.

14. **WAIVER.** Defendant agrees, pursuant to *Tenn.CodeAnn.*§36-4-103 that signing this Marital Dissolution Agreement constitutes a waiver of service of process and waiver of filing an Answer to the Complaint.

GENERAL PROVISIONS.

15. **TORT CLAIMS.** The parties further agree that by executing this Marital Dissolution Agreement, they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

16. The parties acknowledge that to the best of their knowledge 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 in which they have an interest and the parties warrant and represent that the individual values placed upon the assets by the parties to this cause are fair and accurate representation of the value of the asset. Should it develop that there were any undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same or if it is later determined that the value of an assets was intentionally or negligently misrepresented by either party, the party to whom the misrepresentation was made shall have a right to an equitable share of the true fair value of the asset. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

17. Whenever one party is required by the terms of this agreement to assume responsibility for

paying certain debts, or payments and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. § 523(5), which is not dischargeable in Bankruptcy as to the other party. Any debt incurred by either party since their separation shall be their separate responsibility and they shall hold each other harmless from any liability thereon.

18. In the event that a creditor of either party seeks to compel the other party 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 which such claim is made shall be entitled to recover from the other 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.

19. In the event that 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 be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the **Fourth Circuit Court for Davidson County, at Nashville, Tennessee.** This agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

It is further 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 of any and all claims arising out of their marital relationship.

20. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required 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, dissent, or distribution, or right to act as an 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.

21. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

22. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation. The provisions of this agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein. Both parties are represented by counsel.

23. 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.

IN WITNESS WHEREOF, the parties have set their signatures.

12/31/07
DATE

JAMES LEE MADDUX

12.28.07
DATE

Julie Maddux
JULIE R. MADDUX

STATE OF TENNESSEE }
COUNTY OF Davidson }

Personally appeared before me, Judith L Johnson, a Notary Public in and for the aforesaid State and County, the within-named **JAMES LEE MADDUX,** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

JUDITH L JOHNSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires SEPT. 19, 2009

Judith L Johnson
NOTARY PUBLIC

My Commission Expires 9-19-09.
DATE

STATE OF TENNESSEE }
COUNTY OF Davidson }

Personally appeared before me, C. Thomas Frasier, a Notary Public in and for the aforesaid State and County, the within-named **JULIE R. MADDUX,** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

C. Thomas Frasier
NOTARY PUBLIC

My Commission Expires 5/2/11.
DATE

C. THOMAS FRASIER STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

07D2047

FILED
DEC 28 2007
RICHARD ...
by ...

JIM MADDUX	
ɔlf Clubs	
ASTER BDRM	
ɔd Mattress	
ɔd Frame	
esser	
ghtstand and old lamp	
ARE BDRM	
ɛsk and wooden chair	
/ Table	
AMILY ROOM	
'V Stand	
elevision	
INING ROOM	
TCHEN	
ORCH	
THER	
Vasher/Dryer	

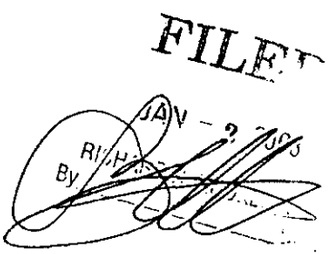
JOINT MARITAL PROPERTY	
MASTER BEDROOM	
Standing Mirror	Julie
Lamp on Dresser	Jim
Small Bedside table	Julie
Corner Lamp	Jim
SPARE BEDROOM	
Wooden Chest	Jim
Standing Lamp	Jim
Bedside Table	Julie
Closet "stuff"	Jim
Ivory Lamp	Julie
Ruffle Lamp	Julie
FAMILY ROOM	
Gold Couch	Jim
Lamp on side table	Jim
Blue side tables (x2)	(x1)
Long Mirror (black)	Julie
Mirror above fireplace (gold)	Jim
Area Rug	Jim
DINING ROOM	
Black Dining Table	Jim
Dining Chairs (x6)	Jim
Hutch	Julie
Black side table	Julie
Black Square Mirror	Jim
China	half
Crystalware	half
Silver	Jim
Other dishes, sets, etc.	half
KITCHEN	
Fiestaware dish sets	half
Crystal	half
Pots/Pans	half
Appliances	half
Silverwear	Julie
Other	half
PORCH	
Metal flower/planter shelfs	Jim
Patio Couch	Julie
Mini Grill	Jim
Storage	

JULIE MADDUX	
Cross Necklace	
Samsonite Luggage	
Julie Engagement Ring	
Julie Wedding Ring	
MASTER BDRM	
Gray shelving unit	
Television w/DVD player	
SPARE BDRM	
Bed mattress and metal frame	
Wooden Bookshelf	
Antique Mirror f/grandma	
FAMILY ROOM	
Brown Couch Chair	
Side Table (antique f/grand parents)	
DINING ROOM	
KITCHEN	
PORCH	
Metal table and chairs (w/cushions)	

EXHIBIT
A

A certain condominium apartment in Davidson County, TN, described as Unit No. 203 of Russell Street Commons II, Lot No. 2 of Aeby Subdivision III, a Condominium, a Horizontal Property Regime, located on Russell Street, Nashville, TN, as shown on the plat of Russell Street Commons II, Lot 2 of Aeby Subdivision III, Condominium apartments, recorded in Plat Book 6900, page 89, as amended in Book 7049, page 201, said Register's Office, and described in a Master Deed recorded in Book 6928, page 645, said Register's Office, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of Russell Street Commons II, Lot No. 2 of Aeby Subdivision III, Condominium Apartments contained in the Master Deed recorded in Book 6827, page 645, Register's Office for Davidson County, TN, are incorporated herein by reference and made a part hereof the same as though copied herein.

Being the same property conveyed to James L. Maddux, unmarried, by deed from Frederick Mark Acker dated June 3, 2004, of record in Instrument No. 20040608-0067921, Register's Office for Davidson County, TN





It is therefore, **ORDERED, ADJUDGED AND DECREED,** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects; and it is further,

ORDERED, ADJUDGED AND DECREED, that all court costs of this cause shall be equally divided between the parties for which execution may issue if necessary.

The addresses of the parties are as follows:

Mr. James Maddux-Personal and Confidential
c/o Merrill Lynch
21 Public Square
Columbia, Tennessee 38401

Ms. Julie Maddux
926 Woodland Street, Unit 203
Nashville, Tennessee 37206

DATED this the 16th day of Jan, 2008.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Siew Ling Shea

HELEN S. ROGERS, #7025
SIEW-LING SHEA, #25684
Attorneys for Husband
Rogers & Associates
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 320-9933 (Fax)

Maria T. De Quesada by permission Siew Ling Shea

MARIA T. DE QUESADA, #24389
Attorney for Wife
Cynthia J. Bohn & Associates
545 Mainstream Drive, Suite 320
Nashville, TN 37228
(615) 252-8866 (Telephone)
(615) 252-8020 (Fax)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 16th day of January, 2008, a true and exact copy of the foregoing **Final Decree** has been forwarded to the persons listed below:

Maria T. De Quesada, Esq.
Attorney for Wife
Cynthia J. Bohn & Associates
545 Mainstream Drive, Suite 320
Nashville, TN 37228

by the method identified as follows:

✓	U.S. Mail, Postage Prepaid
	Hand Delivered
	Overnight Delivery Service
	Certified Mail, Return Receipt Requested
	Facsimile

Siew Ling Shea

SIEW-LING SHEA

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 JANUARY , 2008 , in the Case Number 07D2047 between MADDUX, JAMES L Plaintiff, and MADDUX, JULIE R 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 28 day of JANUARY in the year two thousand eight and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

