IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2007 OCT 24 PM 4:01
RICHARD R. ROOKER, CLERK

TARA E. BENSON)
)
v.) No: 07D-2114
)
WILLIAM R. BENSON) **NOTICE OF ENTRY REQUIRED**

FINAL DECREE

This cause came to be heard on the 24th day of October, 2007, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Tara E. Benson, be, and hereby is, awarded an absolute divorce from the Husband on the grounds of irreconcilable differences, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby

Davidson County DEEDDIV
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made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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2007 SEP 20 PM 4:20
RICHARD R. ROOKER, CLERK
D.C.

TARA E. BENSON)
)
v.) No. 07D-2114
)
WILLIAM R. BENSON)

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 07D-2114.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

NO INTERFERENCE

Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel

or endeavor to compel the other to cohabit or dwell with him or her.

III.

TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

IV.

ALIMONY

Both parties waive Alimony.

V.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VI.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Prior to the filing of this matter, the parties divided their personal property. Each party will keep the property which is currently in their possession with the exception of the personal photographs of Wife which will be returned to her by Husband..

VII.

AUTOMOBILES

Husband shall be awarded the 2006 Acura TL. He shall pay the outstanding indebtedness owing to Honda Finance in a timely manner and shall hold Wife harmless from any liability thereon.

There shall be no late payments. Wife shall be awarded her 2002 Jeep Cherokee automobile. She shall assume and pay the indebtedness owing thereon and hold Husband harmless. There shall be no late payments.

Husband shall be awarded the Sea Ray Sundancer, 290 Cabin Cruiser and pay the indebtedness thereon to Delta Community Credit Union in a timely manner and shall hold Wife harmless from any liability owing thereon. There shall be no late payments.

VIII.

REAL PROPERTY

A. Husband owns real property in his separate name located at 16 Lance Drive, Sherwood, Arkansas, which is on the market for sale. Upon the sale of the Arkansas real property, Husband agrees to pay to Wife the sum of Thirty Thousand and No/100 ($30,000.00) Dollars, by cashiers' check, within sixty (60) days of the sale of the house or no later than July 15, 2008, in the event the property does not sell. The $30,000.00 payment to Wife shall represent Wife's interest in the real property owned by the parties located at 2301 Pennington Bend Road, Nashville, Tennessee. In the event the Arkansas property is taken off the market for sale, Husband will pay to Wife $30,000.00 within ten (10) days of the property being taken off the market.

B. The parties own real property located at 2301 Pennington Bend Road, Nashville, Tennessee 37214, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot Nos. 24 and 25 on the Map of River View Subdivision, as of record in Plat Book 547, Pages 93, 94 and 95, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description hereof.
>
> Said Lot No. 24 fronts 50 feet on the westerly side of Riverview Avenue, now known as Pennington Bend Road and runs back 160 feet on the southerly line and 165 feet

on the northerly line to the low water mark of the Cumberland River measuring 49.8 feet thereon.

Said Lot No. 25 fronts 50 feet on the westerly side of Riverview Avenue, now known as Pennington Bend Road and runs back 165 feet on the southerly line and 170 feet on the northerly line to the low water mark of the Cumberland River measuring 49.9 feet thereon.

Being the same property conveyed to William R. Benson and Tara E. Snow, joint tenants with right of survivorship, by deed from William L. Piper and wife, Vivian Piper, by deed dated April 7, 2004, of record in Instrument No. 20040412-0040966, Register's Office for Davidson County, Tennessee.

All right, title and interest of Wife, Tara E. Benson, in the above-described real property is hereby divested out of her completely and reinvested solely in Husband, William R. Benson. The real property is encumbered by a first mortgage to Wells Fargo and a home equity loan to Delta Community Credit Union. Husband shall refinance the said real property to remove Wife's name from the mortgages within sixty (60) days from the entry of the Final Decree of Divorce in this matter. The parties agree to equally divide the cost of the transfer fee to remove Wife's name from the mortgage owing to Wells Fargo and the parties agree that the home equity loan will be paid off by the refinancing. Husband shall pay to Wife the sum of $30,000.00 for her interest in the above-described real property as set forth in Paragraph A above.

C. Wife owns real property in her separate name located at 1499 Bakers Work Road, Burns, Dickson County, Tennessee, which is more particularly described as follows:

Beginning on a point located in the intersection of the South right-of-way line of Bakers Work Road and the East right-of-way line of Sanders Mill Road; thence with the South right-of-way of Bakers Work Road and a curve to the left as follows: Delta angle 14 degrees 32 minutes 59 seconds Lt., Radius = 523.23 feet, length = 132.87 feet, Tan. = 66.79 feet, chord distance = 132.51 feet, chord bearing = South 76 degrees 19 minutes 57 seconds East to a point; thence South 83 degrees 36 minutes 27 seconds East 178.20 feet to an iron pin in right-of-way. This being the Northeast corner of said tract and the Northwest corner of Tract 2; thence leaving the South

right-of-way of Bakers Work Road and with the East boundary line of Tract 2 as follows: South 7 degrees 36 minutes 51 seconds West 512.16 feet to an iron pin; South 46 degrees 43 minutes 46 seconds West 115.000 feet to an iron pin; South 10 degrees 05 minutes 39 seconds West 30.00 feet to an iron pin, South 18 degrees 47 minutes 50 seconds East 302.20 feet to an iron pin in the North right-of-way line of Sanders Mill Road. This being Tract 2's Southwest corner; thence with the North right-of-way of Sanders Mill Road as follows: North 47 degrees 19 minutes 51 seconds West 193.27 feet to a point in right-of-way, North 48 degrees 33 minutes 10 seconds West 171.80 feet to a point of a curve in right-of-way, Delta angle right 56 degrees 45 minutes 11 seconds, Radius = 124.62 feet, Length = 123.44 feet, Tan = 67.32 feet, chord distance = 118.45 feet, chord bearing = North 20 degrees 10 minutes 35 seconds West; North 8 degrees 12 minutes 00 seconds East 62.98 feet to a point of right-of-way, North 6 degrees 00 minutes 57 seconds East 537.97 feet to the point of beginning. Contains 5.01 acres according to survey by Bennett & Sons Surveyors & Planners, Inc., Mack Bennett, Jr., R.L.S. #477, dated May 5, 1995.

Being the same property conveyed to Tara Dawson by Quitclaim Deed from David Scott Dawson, dated March 24, 1998, of record in Volume 498, Page 200, Register's Office for Dickson County, Tennessee. Tara Dawson and Tara Benson are on and the same person.

Any and all right, title and interest Husband, William Benson, may have in the above-described real property is hereby divested out of him completely and reinvested solely in Wife, Tara Benson. Wife shall assume and pay the indebtedness owing thereon in a timely manner and shall hold Husband harmless from any liability.

IX.

DEBTS

Each party shall assume and pay all outstanding debts in their individual names.

X.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for

reasonable attorney's fees, expenses and court costs and enforcement of the same.

XI.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that pursuant to the Bankruptcy Abuse, Prevention and Consumer Protection Act of 2205, that the parties intend the various payments and obligations contained herein be in the nature of a domestic support obligation and therefore are intended to be non-dischargeable even though a bankruptcy court may determine later that the payments and obligations contained herein are dischargeable.

XII.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XIII.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XIV.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same

voluntarily.

XV.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XVI.

COURT COSTS

The parties will each pay one-half of all court costs for which let execution issue, if necessary. Wife's address is Tara Benson, 2705 Pennington Bend Road, Nashville, TN 37214. Husband's address is William Robert Benson, 2301 Pennington Bend Road, Nashville, TN 37214.

XVII.

ATTORNEY FEES

D. Scott Parsley has represented Wife only in this matter and has not offered nor rendered any advice to Husband. The parties agree to equally divide all attorney's fees.

XVIII

MAIDEN NAME

Wife shall be restored to her maiden name of Tara Elizabeth Snow.

XIX.

WAIVER OF SERVICE

Husband, by signing this Marital Dissolution Agreement, waives further service and waives filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2).

Witness our hands, this 10th day of SEPTEMBER, 2007, as to the Wife, and the 10th day of SEPTEMBER, 2007, as to the Husband.

Tara E Benson
TARA E. BENSON

William R. Benson
WILLIAM R. BENSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **TARA E. BENSON**, 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 official seal at Nashville, Tennessee, this 10th day of Sept, 2007.

LINDA ALICE MILLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 20, 2010

Linda Alice Miller
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **WILLIAM R. BENSON**, 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 official seal at Nashville, Tennessee, this 10th day of Sept, 2007.

LINDA ALICE MILLER
STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 20, 2010

NOTARY PUBLIC

My Commission Expires: _____

It is further **ORDERED, ADJUDGED AND DECREED** that Wife is restored to her maiden name of Tara Elizabeth Snow.

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed equally against the parties for which let execution issue, if necessary. Wife's address is Tara Benson, 2705 Pennington Bend Road, Nashville, Tennessee 37214. Husband's address is 2301 Pennington Bend Road, Nashville, Tennessee 37214.

ENTER this 24th day of Oct, 2007.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on William R. Benson, *pro se*, 2301 Pennington Bend Road, Nashville, Tennessee 37214, by placing same in the U. S. Mail, postage prepaid, on this the 24th day of October, 2007.

D. SCOTT PARSLEY

CERTIFICATE OF SERVICE

DOCKET NO. 07D2114

Pursuant to Rule 58(3) of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 30TH day of OCTOBER, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

D.SCOTT PARSLEY, ATTORNEY
BARRETT, JOHNSTON & PARSLEY
217 SECOND AVENUE NORTH
NASHVILLE, TN 37201

WILLIAM R. BENSON
2301 PENNINGTON BEND ROAD
NASHVILLE, TN 37214

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 24 day of OCTOBER , 2007 , in the Case Number 07D2114 between BENSON, TARA E Plaintiff, and BENSON, WILLIAM 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 15 day of FEBRUARY in the year two thousand eight and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

