IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2008 FEB 27 PM 4:25

RICHARD R. ROOKER, CLERK

VICTOR W. WILLIAMS	)	
	)	
v.	)	No: 06D-2719
	)	
ASTRID M. WILLIAMS	)	**NOTICE OF ENTRY REQUIRED**

D.C.

FINAL DECREE

This cause came to be heard on the 27th day of February, 2008, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Husband's Amended 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 Husband and statements of counsel, from all of which the Court affirmatively found that the allegations of Husband's Amended Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Husband 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 Husband, Victor Wayne Williams, be, and hereby is, awarded an absolute divorce from the Wife 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.

Davidson County DEEDDIV
Recvd: 03/06/08 14:56 12 pg
Fees:62.00 Taxes:0.00
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It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement executed between the parties is hereby approved by the Court, and is hereby 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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VICTOR W. WILLIAMS)
)
v.) No: 06D-2719
)
ASTRID M. WILLIAMS)

D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Husband against Wife, under Docket No. 06D-2719.

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

Husband 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 that Wife shall be awarded her clothing, shoes, makeup, the wicker tables, TV in the master bedroom and one-half of the dishes, pots and pants and silverware from the marital residence.

VII.

AUTOMOBILES

Husband is awarded the 2003 Pontiac Grand Am upon which there is no indebtedness. Wife

is awarded the 1994 GMC Sierra upon which there is no indebtedness. Husband has previously signed and delivered the title to counsel for Wife. Ms. Astrid Williams shall immediately transfer title to herself solely, as the same is currently titled jointly.

VIII.

REAL PROPERTY

Victor Wayne Williams is awarded all right, title and interest in the marital residence located at 323 Cumberland Avenue, Madison, Davidson County, Tennessee. Any and all interest of Astrid M. Williams is hereby divested out of her completely and reinvested solely in Husband, Victor Wayne Williams. The property is more particularly described as:

> Being land in Davidson County, Tennessee, being Lot No. 22B-Block D on the Plan of Woodlawn Estates, as of record in Plat Book 6050, page 237, Register's Office for said county.
>
> Being the same property conveyed to Victor Wayne Williams by Quitclaim Deed from Lawanda Ruth Shank Williams, dated April 21, 1988, of record in Book 7526, Page 23, Register's Office for Davidson County, Tennessee.

Husband shall continue to be responsible for payment of the indebtedness owing on the real property stated above, to Regions Bank, and shall hold Wife harmless thereon. The parties agree there is very little, if any, equity in this residence.

IX.

DEBTS

Each party shall pay the debts listed in their separate names and credit cards in their separate names.

X.

PENSION PLANS

The Husband has a pension with his employer. The parties are in agreement that they married on May 2, 1992 and as near as can be approximated to the date of the marriage and verified by proof, Husband had approximately $26,000.00 in his retirement account with Horizon Wine and Spirits Nashville, Inc., 337 28th Avenue N., Nashville, Tennessee 37209, phone (615) 320-7292, 61-1018924, then B & G Wholesalers, Inc. at the time of marriage. That fund is now held by Financial Administrative Services Corp. c/o Emjay Corporation, 5001 N. Lyndell Avenue, Glendale Wisconsin 53217, (414) 961-0650. and contains a balance of $194,711.46. Husband shall transfer the amount of $90,000.00 from his retirement account via a Qualified Domestic Relations Order to a retirement account designated by Wife, Astrid M. Williams. Husband and Wife shall cooperate in signing any and all documents necessary to effectuate the transfer of these funds.

XI.

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.

XII.

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.

XIII.

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.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

COURT COSTS

The parties will each pay one-half of all court costs for which let execution issue, if necessary.

A.W. XIV. It is further ORDERED that the Husband shall maintain medical insurance for the wife through his employ by means of a COBRA at the Husband's cost through the end of November 2008

XVIII.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees.

Witness our hands, this 7th day of February, 2008, as to the Wife, and the 25th day of January, 2008, as to the Husband.

Victor W Williams
VICTOR W. WILLIAMS

Astrid M. Williams
ASTRID M. WILLIAMS

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 **Astrid M. Williams**, 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 6th day of February, 2008.

Andrea Baker
NOTARY PUBLIC

My Commission Expires: Jan. 3, 2011

ANDREA BAKER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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 **Victor W. Williams**, 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 25th day of January, 2008.

Carolyn Sizemore
NOTARY PUBLIC

My Commission Expires: 8-18-08

CAROLYN SIZEMORE NOTARY PUBLIC AT LARGE DICKSON COUNTY, TENN.

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed equally against the parties for which let execution issue, if necessary.

ENTER this 27th day of Feb, 2008.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

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

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on James L. Collier, 213 Third Avenue, North, Nashville, ~~TN 37201~~, by placing same in the U. S. Mail, postage prepaid, on this the 27th day of February, 2008.

D. SCOTT PARSLEY

The amended complaint is amended to reflect the date of separation as Oct 6, 2007. + the place of marriage was Nashville, Tennessee.

CERTIFICATE OF SERVICE

DOCKET NO. 06D2719

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 29 day of FEBRUARY, 2008.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

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

JAMES L. COLLIER
213 THIRD AVENUE, NORTH
NASHVILLE, TN 37201

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 27 day of FEBRUARY , 2008 , in the Case Number 06D2719 between WILLIAMS, VICTOR W. Plaintiff, and WILLIAMS, ASTRID M. 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 04 day of MARCH in the year two thousand eight and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

