IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2007 NOV 21 PM 3:12

MARY E. LOCKYEAR	)	
	)	
v.	)	No: 07D-1852
	)	
DAVID WELLS LOCKYEAR	)	**NOTICE OF ENTRY REQUIRED**

FINAL DECREE

This cause came to be heard on the 21st day of November, 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's 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 and Parenting Plan should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Wife, Mary E. Lockyear, be, and hereby is, awarded an absolute divorce from 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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Fees:67.00 Taxes:0.00
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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

FILED
2007 JUL 10 PM 4:17
RICHARD R. ROOKER, CLERK
B.C

MARY E. LOCKYEAR	)	
	)	
v.	)	No: 07D-1852
	)	
DAVID WELLS LOCKYEAR	)	

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-1852.

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. However, Husband shall be awarded the items on the list attached as Exhibit A.

VII.

AUTOMOBILES

Wife shall be awarded her 1997 Oldsmobile and the 1993 Toyota, upon which there is no indebtedness. Husband shall be awarded his 2001 Ford and 1985 GMC, and shall assume and pay the indebtedness owing thereon and hold Wife harmless as she is not listed on as signatory on any

indebtedness related to the 2001 Ford and the 1985 GMC. Any indebtedness shall become the sole and complete responsibility of Husband. Each party will be responsible for paying automobile insurance on their respective automobiles.

VIII.

REAL PROPERTY

The parties own real property located at 1802 Long Avenue, Nashville, Tennessee 37206, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being the easterly 25 feet of Lot No. 232 and the westerly 15 feet of Lot No. 233 on the Map of Edgefield Land Company's First Addition, of record in Book 57, Page 130, Register's Office for said County.
>
> Said parts of said lots adjoin and front together 40 feet on the south side of Long Avenue and run back between parallel lines 150 feet to an alley.
>
> Being the same property of record Instrument No. 20061006-0124436.

All right, title and interest of Husband, David Wells Lockyear, shall be vested out of him completely and solely reinvested in Wife, Mary E. Lockyear..

IX.

DEBTS

The parties have no joint debt other than the mortgage owing to US Bank on the marital residence, which Wife will assume and pay in a timely manner, holding Husband harmless.

X.

PENSION PLANS

Each party shall be awarded their respective pensions.

XI.

MAIDEN NAME

Wife shall be restored to her maiden name, Mary Elizabeth Anne Baciqalupo.

XII.

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.

XIII.

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.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XIX.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees. D. Scott Parsley has represented Wife only in this matter and has not offered nor rendered any advice to Husband.

XX.

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 09 day of July, 2007, as to the Wife, and the 09 day of July, 2007, as to the Husband.

MARY E. LOCKYEAR

DAVID W. LOCKYEAR

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 **Mary E. Lockyear**, 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 9 day of July, 2007.

NOTARY PUBLIC

My Commission Expires: 7/24/10

MORGAN LOMAX STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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 **David W. Lockyear**, 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 9 day of July, 2007.

NOTARY PUBLIC

My Commission Expires: 7/24/10

MORGAN LOMAX STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against David Wells Lockyear, whose address is Afghanistan, Dyncorp AEF Program, APO AE 09356, for which let execution issue, if necessary.

It is therefore **ORDERED, ADJUDGED AND DECREED** that any and all interest of David Wells Lockyear in the real property located at 1802 Long Avenue, Nashville, TN 37206, is hereby divested out of him completely and hereby reinvested solely in Mary E. Lockyear. This property is more fully described as:

> Land in Davidson County, Tennessee, being the easterly 25 feet of Lot No. 232 and the westerly 15 feet of Lot No. 233 on the Map of Edgefield Land Company's First Addition, of record in Book 57, Page 130, Register's Office for said County.
>
> Said parts of said lots adjoin and front together 40 feet on the south side of Long Avenue and run back between parallel lines 150 feet to an alley.
>
> Being the same property of record Instrument No. 20061006-0124436.

ENTER this 21st day of Nov, 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 David Wells Lockyear, *pro se*, Afghanistan, Dyncorp AEF Program, APO AE 09356, by placing same in the U. S. Mail, postage prepaid, on this the 21st day of November, 2007.

D. SCOTT PARSLEY

CERTIFICATE OF SERVICE

DOCKET NO. 07D1852

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 26TH day of November, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

D. SCOTT PARSLEY, ATTORNEY
BARRETT, JOHNSTON & PARSLEY
217 2ND AVE. NORTH
NASHVILLE, TN 37201

DAVID WELLS LOCKYEAR
AFGHANISTAN
DYNCORP AEF PROGRAM
APO AE 09356

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 21 day of NOVEMBER , 2007 , in the Case Number 07D1852 between LOCKYEAR, MARY ELIZABETH ANNE Plaintiff, and LOCKYEAR, DAVID WELLS 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 24 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

