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

FILED
2006 JAN 17 PM 1:56
D.C.

LIZZETTE DESSERE' CHURCHWELL, Plaintiff,	)	
v.	)	Docket No. 05D3787 NOTICE OF ENTRY REQUESTED
JOSEPH ROLAND CHURCHWELL, Defendant.	)	

FINAL DECREE

This cause came to be heard on the 17th day of January 2006, before the Honorable Carol Soloman, Judge, upon the Complaint for Absolute Divorce filed by Ms. Churchwell, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101 (11). It is therefore,

ORDERED, ADJUDGED, and **DECREED** that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Ms. Churchwell, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED,** and **DECREED** by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does adequately provide for the equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

EIGHTH CIRCUIT

IN THE 1st CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2005 OCT 17 AM 9:34

RICHARD R. ROOKER, CLERK

LIZZETTE ANDERSON CHURCHWELL,)
Plaintiff)
)
vs.) D. C. No.
)
JOSEPH R. CHURCHWELL,)
Defendant)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between LIZZETTE ANDERSON CHURCHWELL, hereinafter called "Wife", and JOSEPH R. CHURCHWELL, hereinafter called "Husband".

WITNESETH

WHEREAS, the parties are married and there are no minor children; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan, Attorney, and the Husband is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or 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. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof,

the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each

party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns previously 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 and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court for Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

The parties agree to split all Court cost arising out of said divorce proceeding if uncontested.

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.

It is agreed that Husband will have possession and title to the Chevy Tahoe, and Husband agrees to assume any liability associated with this automobile and hold Wife harmless thereon. Wife relinquishes any right, title or interest she may have in this automobile. It is further agreed that Husband shall have as his separate property the Chevy Truck and Husband agrees to assume any liability associated with this automobile and hold Wife harmless thereon. Wife relinquishes any right, title or interest she may have in this automobile.

Each party agrees to execute any document necessary to effectuate change of title.

DEBTS. The parties agree that there is certain marital debt and that debt shall be divided as set forth below:

Wife
All mortgage debt associated with the real property
Discover
Sears
NTB
Wife shall assume the above debt..

Each party agrees further to be responsible for any debt incurred in his or her own name, and will hold the other harmless thereon.

REAL ESTATE. The parties own real property located at 900 Cheyenne Trace Court, Madison, Tennessee 37115. Husband agrees to quit claim and convey to Wife, and by signing this agreement does quit claim and convey, any and all interest he may have in the real property located at 900 Cheyenne Trace Court, Madison, TN to Wife, more particularly described as follows:

Being Lot 25 on the Plan of Cheyenne Trace, of record in Plat Book 7900, page 95. Registrar's Office for Davidson County, Tennessee, to which plan reference is here made more a more complete and accurate description.

Being the same property conveyed to MELBOURNE R. WARREN AND WIFE, DARLENE GAYLE WARREN by Deed of record in Book 8498, page 481, Register's Office for Davidson County, Tennessee.

ALIMONY. 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 document.

HEALTH INSURANCE. Husband agrees to provide to Wife health insurance coverage for a period of one year from the date of the final hearing of this cause. Husband agrees to pay the COBRA coverage through his employment, and any additional costs necessary to insure coverage to Wife for this period. At the end of one year from the date of the final hearing in this cause, all responsibility to provide such insurance shall end provided there was no gap in coverage to Wife during this period.

ATTORNEY FEES. Husband agrees to reimburse Wife for one half of the attorney fees incurred in this matter and shall do so within ten (10) days of the execution of this agreement.

PENSIONS. The parties acknowledge that neither party has any interest in any retirement or pension.

BANK ACCOUNTS. The parties agree to give up any right they might have to the other parties' Bank savings or checking account. Each party will therefore retain the right to their individual Bank savings and checking account.

STOCK. Each party shall be entitled to keep any stock in his or her own name free and clear of any claims of the other party. Each party agrees to assume the liability associated with such stock and will hold the other harmless thereon.

LIZZETTE DESSERE' CHURCHWELL

JOSEPH ROLAND CHURCHWELL

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 12 day of OCTOBER, 2005, personally appeared LIZZETTE DESSERE' CHURCHWELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

Rosalie P Stoner
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES: September 22, 2007

ROSALIE P. STONER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 12 day of OCTOBER, 2005, personally appeared JOSEPH ROLAND CHURCHWELL., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Rosalie P Stoner
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES: September 22, 2007

ROSALIE P. STONER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

COPY

OATH

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Lizzette Deseree' Churchwell, after first being duly sworn according to law, makes oath that she has read the foregoing Complaint For Divorce, and that the facts set forth therein are true to the best of her knowledge, information and belief, and that her complaint is not made out of levity or by collusion with the respondent, but in sincerity and truth for the causes mentioned therein.

Witness my hand this 14th day of October, 2005.

LIZZETTE DESEREE' CHURCHWELL

Sworn to and subscribed before me this 17 day Oct., 2005.

NOTARY PUBLIC

My commission expires:
3/22/08

ROBYN LYNNE RYAN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN

It is further **ORDERED, ADJUDGED,** and **DECREED** costs of this cause are to be taxed and split between the parties, for all of which execution may issue if necessary.

ENTER the 17th day of Jan., 2006.

JUDGE CAROL SOLOMAN

APPROVED FOR ENTRY:

Robyn Lynne Ryan, #12782
Attorney for Plaintiff
1808 West End Avenue
Nashville, TN 37203
(615) 467-0016

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been sent by ( ) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission, hard copy to follow via regular U. S. Mail to the following:

Mr. Joseph R. Churchwell at 2742 Combs Drive, Nashville, Tennessee 37207

On this the 17th day of JANUARY, 2006.

Robyn Lynne Ryan

CERTIFICATE OF SERVICE

DOCKET NO. 05D3787

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 18TH day of JANUARY, 2006.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

ROBYN LYNNE RYAN, ATTORNEY
1808 WEST END AVE.
NASHVILLE, TN 37203

JOSEPH R. CHURCHWELL
2742 COMBS DR.
NASHVILLE, TN 37207

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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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 17 day of JANUARY , 2006 , in the Case Number 05D3787 between CHURCHWELL, LIZZETTE DESSERE' Plaintiff, and CHURCHWELL, JOSEPH ROLAND 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 31 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

