FOR

IN THE FOURTH CIRCUIT COURT DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2008 JUN 25 PM 4:30
RICHARD R. ROOKER, CLERK
D.C.

JESSICA I. CALDWELL,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	DOCKET NO. 08-D926
	)	
	)	
KEITH A. CALDWELL,	)	
	)	
Defendant/Husband.	)	

Davidson County DEEDDIV
Recvd: 07/02/08 16:27 14 pg
Fees:72.00 Taxes:0.00
20080702-0068695

FINAL DECREE OF DIVORCE

This matter came before the Court on June 25, 2008, before the Honorable Muriel Robinson, and it appearing to the Court that the parties have made settlement of their marital rights and responsibilities and that they desire entry of Decree of Divorce upon the grounds of Irreconcilable Differences and;

It further appearing to the Court that irreconcilable differences have arisen between the parties precluding continuation of their marriage and;

It further appearing to the Court that the parties have duly executed a Marital Dissolution Agreement fully resolving all marital property, debt and other marital issues and;

IT IS ORDERED, ADJUDGED, AND DECREED that the Wife, Jessica I. Caldwell, is divorced from ~~and the~~ Husband, Keith A. Caldwell, ~~are hereby declared absolutely divorced~~ upon the ground of Irreconcilable Differences. gs

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement incorporated therein heretofore executed by the

parties is ratified and that the same is adopted and incorporated in and made a part of this Decree, with the ownership of personal and real property and liability for debts, decreed accordingly, as follows:

IN THE FOURTH CIRCUIT COURT DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2008 JUN 16 AM 10: 00
RICHARD R. ROOKER, CLERK
D.C.

JESSICA I. CALDWELL,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**DOCKET NO. 08-D926**
	)	
KEITH A. CALDWELL,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made between Jessica I. Caldwell, hereinafter referred to as Wife, and Keith A. Caldwell, hereinafter referred to as Husband.

WITNESSETH

WHEREAS, these parties have been married since May 5, 2007, and there are no 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 Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. COMPLAINT FOR DIVORCE FILED AND WAIVER OF SERVICE OF PROCESS: The parties acknowledge that Wife has filed a divorce action in the Circuit Court for Davidson County, Tennessee, Docket 08-D926 which action is still pending, and upon the signature of both parties to this Marital Dissolution Agreement, Wife shall proceed to court to obtain a Final Decree of Divorce upon the grounds of irreconcilable differences. Husband acknowledges that he was personally served with a copy of the Complaint for Divorce by personal service.

2. RESTRAINING PROVISIONS: 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 or interfere with or impose any restraint upon the affairs of the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. LIFE INSURANCE. Any policies of life insurance on Husband's life shall be his sole and separate property and any policies of life insurance on Wife's life shall be her sole and separate property. It is agreed that neither Husband nor Wife shall be required to maintain any life insurance on their lives for the benefit of the other, and both are free to change the ownership and/or the beneficiary of any life insurance policy owned by them. Both Husband and Wife understand and agree that they must obtain Change of Beneficiary forms with their respective insurance companies to carry out this provision.

4. PERSONAL PROPERTY: The parties have heretofore agreed on the division of their personal property and have divided such personal property between themselves as follows:

a. All furniture, furnishings, housewares, appliances and personal effects presently in the parties' respective possession as of the date hereof shall be the sole and separate property of each party.

b. The parties shall have and retain as their sole and separate property any personal effects, jewelry and wearing apparel.

c. The parties shall have and retain as their sole and separate property any cash, bank accounts, deposits, securities, intangible personal property, insurance, and any interest in any retirement or pension funds or plans held or maintained in their individual names, as of the date hereof, free and clear of any claims of the other.

d. The Nissan Maxima titled in the Husband's name shall be the sole and separate property of Husband, and Husband shall assume all responsibility for any debt associated therewith and shall indemnify and hold Wife harmless for any liability thereon.

e. The VW Passatt VIN # WVWPD63B43P298065 titled in the Wife's name shall be the sole and separate property of Wife. Wife shall assume all responsibility for any debt associated therewith and Wife shall indemnify and hold Husband harmless for any liability thereon.

5. REAL PROPERTY: The Wife owns real property located at 4502 Idaho Avenue, Nashville, Tennessee 37209 acquired before the marriage and titled solely in Wife's name. The Wife shall retain said real property more particularly described as:

> Land in Davidson County, Tennessee, being Lot No. 403, and the westerly 10 feet of Lot 401, Block 21 on the Plan of Charlotte Park Company's First Addition to Nashville, as of record in Plat Book 57, Page 103, Register's office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description
>
> Being part of the same property conveyed to Josh S. McNeese, a single person from Gayle D. Shay, and husband, Daryl Phillips, by

virtue of Warranty Deed as recorded on 07/31/2003 in Instrument number 20030731-0108903, in the Register's Office for Davidson County, Tennessee.

All right, title and interest including marital interest, if any, in the property is hereby divested from Husband and into Wife. Wife shall assume all responsibility for any debt associated therewith and Wife shall indemnify and hold Husband harmless for any liability thereon.

6. RETIREMENT ACCOUNTS: Each party would show that they are aware of all retirement accounts, pension funds, 401(k) accounts, ESOP benefits, ESIP benefits, and any and all other pension and/or retirement salaries maintained by or for himself or herself, or maintained by or for the other party. Each party hereby waives any and all interest or claim in or to the retirement account, pension funds, 401(k) accounts, ESOP benefits, ESIP benefits, and any and all other pension and/or retirement salaries of the other party, and by execution hereof each party expressly waives such interest or claim.

7. DEBTS AND OBLIGATIONS: The parties agree to indemnify and hold the other harmless from any liability asserted against the other from their failure to pay any debts in their individual names.

8. 2007 FEDERAL INCOME TAXES. The parties have separately filed their 2007 federal income tax return and each will hold the other harmless for any claims on such refund. The parties shall file separate returns for the tax year 2008 and each party shall be responsible for any income taxes due and owing by each of them in excess of any withholdings. Neither party shall have any rights to the other party's exemptions, deductions or any refunds for 2008 and subsequent years.

9. 2008 ECONOMIC STIMULUS PAYMENT. Each party expects to receive an economic stimulus payment which Wife shall retain her payment as her sole and separate property and Husband shall retain his payment as his sole and separate property.

10. ALIMONY: Both parties waive all claims to alimony that either or both may have against the other.

11. RESTORATION OF WIFE'S NAME: Wife shall be restored to her prior name of Jessica Gail Inkster.

12. ATTORNEY FEES AND COURT COSTS: Each party shall be responsible for their respective attorney's fees. Each party shall pay one-half (1/2) of the court costs assessed in the divorce action.

13. DEBTS AND LIABILITIES: Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him in his name alone, and further agrees to hold Wife harmless from any liability for such debts. Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her in her name alone, and further agrees to hold Husband harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

14. CREDITOR CLAIMS. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorney fees and court costs.

15. BANKRUPTCY. With respect to each party's responsibility for the payment of certain debts and liabilities and the obligation of each to hold the other harmless from liability thereon, the parties agree that such obligation is a non-dischargeable debt under 11 U.S.C. §523(5) of the Bankruptcy Code, such obligation being part of the final financial support settlement for both parties. This financial obligation is not a part of the property settlement. The division of property is set forth elsewhere in this Agreement.

16. INTENT FOR MARITAL DISSOLUTION AGREEMENT TO BECOME FINAL DECREE. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and incorporation in the Final Decree of Divorce between the parties.

17. FINAL SETTLEMENT. It is 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 from all claims arising out of their marital relationship except as provided herein. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal

representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

18. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

19. FULL DISCLOSURE. The parties acknowledge that there are no assets owned by them, either jointly or individually, and they have no interest in any assets, and that there are no debts, 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 all debts either or both of them may owe. Should it develop that there were undisclosed assets or undisclosed debts, the party to whom the assets were not disclosed shall have the right to an equitable share of same and the party to whom any such debt was not disclosed shall have no liability for payment of such undisclosed debt. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

20. FULL KNOWLEDGE. Each party represents to the other and acknowledges that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The parties have been represented by their respective attorneys in connection with the negotiation and preparation of this Marital Dissolution Agreement. Each party acknowledges that he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement.

21. ENTIRE UNDERSTANDING. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

22. SEVERABILITY. In the event any provision of the Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions for this Agreement, said provisions being severable.

23. EXECUTION OF ADDITIONAL DOCUMENTS. 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.

24. NO ORAL MODIFICATION OF AGREEMENT. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and with respect to support issues, only with approval of the Court and this requirement cannot be waived by oral agreement.

25. TENNESSEE LAW. This Agreement shall be construed under the laws of the State of Tennessee.

26. TAX LIABILITIES ON PRIOR RETURNS. In the event there are any additional assessments of income tax as to the parties' joint federal income tax returns, it is agreed that the party who earned the income to which the adjustment or assessment relates to shall be responsible for the payment of any additional tax, interest and penalty relating to that income, and each party agrees to hold the other party harmless from any liability therefrom.

27. ENFORCEMENT PROCEEDINGS. Should either party have to resort to legal proceedings to enforce this Agreement, that Party shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts or to make certain payments and/or to indemnify and hold the other party harmless from any liability therefore, such obligation and any attorney's fees, costs, and expenses incurred in enforcing such obligation and any damages incurred 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.

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WITNESS our hands, this 11 day of June, 2008, as to the Wife and the 21 day of May, 2008, as to the Husband.

Jessica I. Caldwell

Jessica I. Caldwell

Keith A. Caldwell

STATE OF TENNESSEE)

COUNTY OF Sumner)

Personally appeared before me, Kimberly C. Phillips, a Notary Public for the state and county aforesaid, Keith A. Caldwell, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 21st day of May, 2008.

Kimberly C. Phillips

NOTARY PUBLIC

KIMBERLY C. PHILLIPS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: 9/19/2009

My Commission Expires SEPT. 19, 2009

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, Jessica I. Caldwell, Karen P. Graves, a Notary Public for the state and county aforesaid, Jessica I. Caldwell, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 10th day of June, 2008.

Karen P. Graves

NOTARY PUBLIC

My Commission Expires:

My Commission Expires: May 22, 2010

KAREN P. GROVES STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Wife shall be restored to her previous maiden name of Jessica Gail Inkster.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that any outstanding court costs are assessed equally to the parties.

Entered this 25th, day of June, 2008.

Judge Muriel Robinson

Approved for Entry:

Bone McAllester Norton PLLC

Johnny C. Garrett, IV, #25923
Attorney for Wife
130 Maple Drive North, 2nd Fl
Hendersonville, Tennessee 37075
(615) 822-8822

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon the following, via U.S. Mail, postage prepaid, this the 25 day of June 2008:

Keith A. Caldwell
925 Lenox Place
Goodlettsville, Tennessee 37072

Johnny C. Garrett, IV

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 25 day of JUNE , 2008 , in the Case Number 08D926 between CALDWELL, JESSICA I Plaintiff, and CALDWELL, KEITH A 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 02 day of JULY in the year two thousand eight and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

