IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 JAN 17 PM 4:34

RICHARD R. ROOKER, CLERK

JUDITH MILAM WHITAKER,)
)
Wife,)
)
VS.) No. 95D-3152
)
SAM E. WHITAKER,)
)
Husband.)

Davidson County DEEDDIV
Recvd: 07/08/08 12:49 8 pgs
Fees:42.00 Taxes:0.00

20080708-0070183

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 17th day of January, 1996 before the Honorable Muriel Robinson, Judge, upon the Complaint for Divorce of Wife, Judith Milam Whitaker, heretofore filed against Husband, Sam E. Whitaker; and, it appearing to the Court from said Complaint, testimony of Wife in open Court, statement of Counsel for Wife, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage, thereby entitling Wife to an Absolute Divorce from Husband on said ground; and, it further appearing that Husband and Wife have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does adequately and sufficiently provide for an equitable settlement of all property rights between that paries, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce;

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Wife, Judith Milam Whitaker, should be and hereby is awarded an absolute divorce from Husband, Sam E. Whitaker, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

IT IS, FURTHER ORDERED, ADJUDGED, AND DECREED that the written, notarized Marital Dissolution Agreement dated October 17, 1995 should be, and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

FILED

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RICHARD R. ROOKER, CLERK

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into on this 17th day of October, 1995, by and between JUDITH MILAM WHITAKER, hereinafter referred to as "~~Wife~~", ~~and~~ ~~SAM~~ EDWIN WHITAKER, hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, the parties were married in December, 1990, and separated in January, 1995, due to the existence of irreconcilable differences in their marriage at that time, said differences continuing to exist, with the result that the Wife has proceeded with the filing of a Complaint for Absolute Divorce.

WHEREAS, the parties desire, insofar as they are able without the concurrence of the Court, to amicably settle their rights and interests with respect to all property rights, support obligations, and enter into an agreement for the settlement of such rights and obligations, not only for the present, but for the future, they have agreed upon the following, as evidenced by their signatures hereto and further desire that this Marital Dissolution Agreement be approved by the Court and incorporated verbatim into the Final Decree of Divorce which this Court may enter dissolving their marriage.

NOW, THEREFORE, in consideration of the execution of this Agreement by and between each of the parties, and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **CUSTODY, CHILD SUPPORT AND VISITATION** - As there are no children born of this marriage, no provision for same is to be made.

2. **REAL PROPERTY** - The parties agree that they will retain joint ownership of their marital residence located and known as 3335 Percy Priest Drive, Nashville, Tennessee 37214; however, Wife is to have sole and exclusive use and possession of same for as long as she may desire. As long as Wife resides at said residence, she is to be solely and exclusively responsible for the payment of the mortgage, insurance, taxes and general maintenance, and agrees to hold harmless and indemnify Husband with regard to the aforementioned expenses and liabilities. However, should said real property require any maintenance or repairs which result in an expense of $1,000.00 or more, the parties agree to be equally

responsible for same.

Should Wife move from the Percy Priest Drive property, or decide she no longer desires to reside at same, Husband shall have the option of residing in said residence for as long as he desires. Should Husband desire to reside in the residence, he shall be solely and exclusively responsible for the payment of the mortgage, insurance, taxes and general maintenance, and agrees to hold harmless and indemnify Wife with regard to the aforementioned expenses and liabilities.

Should neither party desire to reside in said residence, the parties agree that the property is to be sold and the net profits realized from said sale are to be divided equally between the parties.

3. **MOTOR VEHICLES** - Husband agrees to divest all right, title and interest which he may have in the 1994 Toyota Tercel, out of himself and into Wife, said vehicle to become the sole property of Wife.

Wife is to be solely and exclusively responsible for any and all financial obligations associated with the aforementioned vehicle and will hold harmless and indemnify Husband from any and all claims associated with same.

The parties acknowledge that Husband is listed on the Certificate of Title as owner of this automobile and that due to the financial encumbrance on same, his name can not be removed from the title until said encumbrance is satisfied. However, Husband expressly agrees to sign any and all documents necessary to effect the transfer of his interest in said vehicle as soon as possible.

4. **PERSONAL PROPERTY** - The parties acknowledge and agree that they have divided all their remaining personal property, in a manner satisfactory to them and each of them, by their signature to this document, forever waives any and all claims regarding same.

5. **DEBTS** - The parties acknowledge that Husband has credit accounts with Sears and BP Oil. Husband agrees to be solely responsible for the satisfaction of these accounts and to hold harmless and indemnify Wife with regard to same. Additionally, the parties hereby agree that neither shall contract any indebtedness on the credit of the other or obligate the other party, in any manner from and after the date of the execution of this Agreement.

6. **TAX EXEMPT STATUS** - This Agreement is the transfer of appreciated property between the spouses in connection with their divorce. It is not a sale or exchange or other disposition of property, but is an equitable division of property by co-owners.

7. **PERSONAL 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, nor compel, nor endeavor to compel the other to cohabitate or dwell with him or her. Each party shall be permanently **ENJOINED** and **RESTRAINED** from coming about the other for the purpose of physically abusing, threatening, harassing, or intimidating in any manner the other at their residence or any place that they might be.

8. **TRIAL** - It is hereby agreed that Wife shall proceed to trial to obtain an absolute divorce upon the ground of irreconcilable differences, and each party shall be restored to all the rights and privileges of unmarried persons.

9. **COURT COSTS** - It is hereby agreed that Wife shall be responsible for the payment of any outstanding court costs associated with this cause.

10. **COLLATERAL OR MORTGAGES** - To the extent that there are any outstanding debts, security or collateral requirements or mortgages from any and all property retained by Husband and/or Wife pursuant to the terms of this Agreement, except as otherwise provided herein, the party retaining those property items shall pay such debts, securities, collateral or mortgages and assume and be solely responsible for paying such debts or obligations, the same being considered in the nature of alimony in solido, and each party agrees to indemnify and hold the other party free and harmless from payment of any and all claims, demands, liabilities and expenses with respect thereto including, but not limited to, the payment of the other party's reasonable attorney's fees for the enforcement of the conditions of this paragraph.

11. **GENERAL NON-DISCHARGEABILITY** - Whenever either party is required by the provisions of this Agreement to pay, or to assume responsibility for paying, or to reimburse the other party for having paid, certain debts, and/or is required to indemnify and hold the other party harmless from any liability therefore, it is agreed by the parties that such obligation is understood and intended to be a support obligation as defined under 11 U.S.C. Section 523(a)(5) and, as such, is not dischargeable in bankruptcy as to the other party.

12. **ADDITIONAL INSTRUMENTS** - Both parties agree to sign any and all deeds, titles, documents, or any other instruments necessary to accomplish the full intent of this Agreement within 30 days from the date of the entry of the Final Decree of Divorce.

13. **COMPLETE UNDERSTANDING** - It is further understood that

this Agreement is intended to be a final settlement of all rights of the respective parties and is a discharge arising out of their mutual relationship as Husband and Wife, and that each party hereby waives and relinquishes any and all rights or claims which each may have or hereinafter acquire under the law of any jurisdiction regarding the other's property including, without limitation, distributive shares, statutory allowances, inheritance, homestead rights, the right to take against the other's estate, dissent or distribution, and the right to act as administrator or executor of the other's estate. This Agreement applies to all property now owned by the Husband and/or Wife and to any property that either of them shall acquire in the future.

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

It is further understood and agreed between the parties that this Agreement is being entered into without undue influence, fraud, coercion, or misrepresentation. The provisions of this Agreement and its legal effect are fully known by each of the parties and each party acknowledges that it is a fair and equitable agreement and that it is being entered into voluntarily. This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those which are expressly set forth herein. The parties agree that this Agreement, subject to the Court's approval, shall be incorporated into and made a part of any final decree of divorce which may be entered into hereafter.

14. **SERVICE OF PROCESS** - Pursuant to TCA § 36-4-103 (a)(2), Husband hereby acknowledges that he is aware that Wife has or will be filing a Complaint for Absolute Divorce on the ground of irreconcilable differences and he further waives service of process and the filing of an Answer to said Complaint.

15. **COUNSEL OF RECORD** - Upon the entry of the Final Decree of Divorce in this cause, any attorney of record shall be released from any further representation of his/her respective client, and shall no longer be held as surety for subsequent court costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of October, 1995.

Judith Milam Whitaker
JUDITH MILAM WHITAKER

Sam Edwin Whitaker
SAM EDWIN WHITAKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 17th day of October, 1995, before me, the undersigned Notary Public, in and for said County and State, appeared the within named, JUDITH MILAM WHITAKER, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), stating that she has read the aforestated Marital Dissolution Agreement and has executed same for the purposes contained therein.

Lori Leonard
NOTARY PUBLIC

My Commission Expires: 9-18-99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 16th day of October, 1995, before me, the undersigned Notary Public, in and for said County and State, appeared the within named, SAM EDWIN WHITAKER, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), stating that he has read the aforestated Marital Dissolution Agreement and has executed same for the purposes contained therein.

Lori Leonard
NOTARY PUBLIC

My Commission Expires: 9-18-99

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wife shall be restored to her previous name of Judith P. Milam.

IT IS FINALLY ORDERED, ADJUDGED, AND DECREED that Wife shall be and is responsible for any outstanding Court costs associated with this cause, for which execution may issue, if necessary.

ENTERED this the 17th day of January, 1996.

JUDGE

APPROVED FOR ENTRY:

JOE T. CHILDRESS (BPR #9929)
Attorney for Wife
4207 Lebanon Road, Suite 200
Hermitage, TN 37076
Ph#(615) 883-4998

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded by U.S. Mail, postage prepaid to Defendant/Husband, Sam E. Whitaker at 4420 Andrew Jackson Parkway, Hermitage, Tennessee 37076, this 17th day of January, 1996.

JOE T. CHILDRESS

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 17 day of JANUARY , 1996 , in the Case Number 95D3152 between WHITAKER, JUDITH MILAM Plaintiff, and WHITAKER, SAM E. 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

