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

FILED
2008 FEB 26 PM 4:27
RICHARD R. ROOKER, CLERK
D.C.

SARAH L. RAMEY,

Plaintiff/Wife,

vs.

THOMAS D. RAMEY, JR.

Defendant/Husband.

No. 02D-2983

Davidson County DEEDDIV
Recvd: 12/10/08 10:02 12 pg
Fees:62.00 Taxes:0.00
20081210-0119066

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 26th day of February 2008, upon the Amended Counter-Complaint for Absolute Divorce filed by the Husband, Thomas D. Ramey, and the subsequent agreement of the parties to allow the Husband to proceed upon a non-contested basis; heretofore signed by the parties; and the entire record in this cause, from all of which the Court finds that these parties have suffered Irreconcilable Differences pursuant to Tennessee Code Annotated §36-4-103. It is, therefore,

ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties, be and the same are, hereby forever and perpetually dissolved, and that the Husband is hereby granted a Divorce from the Wife, and have restored to him all the rights and privileges of an unmarried person based upon the grounds of Irreconcilable Differences. It is, further,

ORDERED, ADJUDGED and DECREED that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties pursuant to Tennessee Code Annotated

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§36-4-103(b), and that the parties have entered into a Marital Dissolution Agreement, which has been previously submitted to the Court, as follows:

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SARAH L. RAMEY,

Plaintiff/Wife,

vs.

THOMAS D. RAMEY,

Defendant/Husband.

No. 02D2983

MARITAL DISSOLUTION AGREEMENT

This Agreement, made and entered into on this 28 day of Jan 2008 by and between **Thomas D. Ramey** (hereinafter referred to as "Husband") and **Sarah L. Ramey** (hereinafter referred to as "Wife"), both residents of Tennessee, at the commencement of the divorce proceedings.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and the Husband has filed in the Fourth Circuit Court of Davidson County, Tennessee, a Complaint for absolute divorce bearing Case No. 02D-2983 and Amended counter. JDR.

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 promises and covenants herein recited and in settlement inter se of their rights and obligations and in settlement, division and distribution of their respective property rights and property interests, and in settlement, satisfaction and release of all marital rights and obligations of each party, including the obligations of either for

the support of the other and the minor child of the parties by reason of the existing marital and parental relationship, the parties of their own accord but without collusion have agreed as follows:

1. Trial. It is agreed by and between the parties that the Husband shall proceed to trial to obtain and absolute divorce upon the grounds of irreconcilable differences.

2. Tax Exempt Status. It is agreed by and between the parties that 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.

3. Interference. It is agreed by and between the parties that each party shall be free from interference, authority and control, direct or indirect, by the other party as fully as if he or she were single and unmarried. Neither shall molest the other nor compel or endeavor to compel the other to cohabit or dwell with him or her.

4. Alimony. $5,000.00 JDE). It is agreed by and between the parties that the Wife shall pay to the Husband Five Thousand Dollars ($5,000.00) as compensation for his portion pertaining to previous litigation expenses relating to transfers of the marital residence which was litigated in the Chancery Court of Davidson County and the U.S. Bankruptcy Court of the Middle District of Tennessee. Said amount is to be considered in the nature of alimony and shall be paid in lump sump to Husband and should be considered in the nature of alimony and support and thus non-dischargeable under the bankruptcy code and shall be paid within 60 days of the entrance of this agreement and or the discharge or dismissal of the wife's current chapter 13 bankruptcy which ever is later. By entering this agreement wife waives any and all interest in said the lawsuit she may had if any.

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5. **Personal Property.** It is agreed by and between the parties that all personal property has been divided equally among the parties.

6. **Automobiles**. It is agreed by and between the parties that each party shall keep the vehicle currently in their possession and the other party shall surrender any and all interest in said vehicle and shall be indemnified and held harmless from any debt thereon.

7. **Real Property.** It is agreed by the parties that as a result of recent litigation in which the Wife quitclaimed real property out of the name of the Husband, she relinquish all right to any proceeds from the litigation involving the quitclaimed real property and that the husband relinquishes any and all right in said property which has already occurred as a result of the quit claim deeds.

8. **Household Furnishings.** It is agreed by and between the parties that all household furnishings have been divided equally among the parties.

9. **Joint Debts**. It is agreed by and between the parties they currently have no joint debts.

10. **Separate Debts**. It is agreed by and between that each party shall be solely responsible for any debts they have incurred in their sole and separate names and hold the other harmless from any indebtedness thereon.

11. **Retirement Account.** If the parties have or maintained a retirement account no matter in what form, each party shall keep said account in their own name and the other party shall and for ever be divested in said account and shall take whatever actions need to divest them selves from said account.

12. **Attorney Fees**. It is agreed by and between the parties that the Wife shall reimburse Husband $2,000.00 for the payment of his attorney's fees and shall be paid within 60 days of the

entrance of this agreement and or the discharge or dismissal of the wife's current chapter 13 bankruptcy which ever is later.

13. **Instruments.** It is agreed by and between the parties that as part of the consideration for the execution of this Agreement that each shall willingly execute and deliver any and all instruments reasonably necessary or required in order to implement and give full force and effect to the provisions of this Agreement.

14. **Court Costs.** Wife shall pay all court costs of this matter.

15. **Waivers.** It is agreed by and between the parties that except as herein otherwise provided, each party may dispose of his or her property in any way that each such party shall decide upon, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, thirds, courtesy, statutory allowance, homestead rights, right to take in intestacy, right to take against the Will of the other, and the right to act as administrator or executor of the other's estate.

16. **Voluntary Execution.** It is agreed by and between the parties that this Agreement is made and entered into freely and voluntarily by each of the parties, free from any fraud, duress, constraint, or undue influence of any kind or nature on the part of the other. It is further agreed by and between the parties that each has entered into this Agreement fairly and freely, after having first received full and complete disclosure of the financial circumstances of the other, acting absolutely upon the independent judgment of each (with the advice of separate and independent counsel), and each party acknowledges that this Agreement is fair and equitable.

17. **Enforcement Provision.** It is agreed by and between the parties that in the event either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault shall be responsible for payment of reasonable attorney's fees, expenses and court costs in the enforcement of same.

18. **Entire Agreement.** It is agreed by and between the parties that this Agreement contains the entire understanding of the other and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

19. **Miscellaneous:** The parties agree that upon execution of this agreement, each party has received all of the property to which they are entitled and should any property remain with the other party after this agreement, the parties agree that the person in which the property is in possession shall have and be entitled to title to said property notwithstanding this agreement to the contrary. Further, the other party shall be divested in ownership of all said property and shall take whatever actions necessary to divest said property.

20. **Approval of the Court**. It is agreed by and between the parties that this Agreement shall be submitted to and in all respects shall be subject to the approval of the court before which the Wife's action for divorce is pending. It is further agreed by and between the parties that the execution of this Agreement signifies the others consent to submit to the jurisdiction of said court and it is stipulated that in the event this Agreement is so approved and the existing bonds of matrimony be dissolved, this entire Agreement shall be incorporated in the Final Order or Decree of Divorce. It is further agreed by and between the parties that 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 provisions

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of this Agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

WITNESS OUR HANDS this 25 day of Jan, 2000, as to Wife and this 28 day of Jan, 2000, as to Husband.

Thomas D. Ramey
THOMAS D. RAMEY

Sarah L. Ramey
SARAH L. RAMEY

Copy

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said county, **Thomas D. Ramey,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 28 day of Jan, 2008.

MIKE J. URQUHART STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

NOTARY PUBLIC

My commission expires:

My Commission Expires AUG. 23, 2011

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said county, **Sarah L. Ramey,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 25th day of January, 2008.

JAN A. GIBSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

NOTARY PUBLIC

MY COMMISSION EXPIRES: July 19, 2008

My commission expires:

MURIEL ROBINSON, JUDGE

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It is, further,

ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement is made an order of this Court and that the same is incorporated into the Final Decree of Divorce. It is, further,

ORDERED, ADJUDGED and DECREED that the costs of this cause shall be taxed to the Wife, for which execution may issue if necessary.

ENTERED this the 26th day of Feb, 2008.

JUDGE

Copy

Approved for entry:

MIKE J. URUQHART, ESQ. (#21073)
Attorney for Mr. Ramey
20 Academy Place
Nashville, TN 37210
615-251-6968

Certificate of Service

I hereby certify that on February 8, 2008, a true and accurate copy of foregoing document was forwarded via U.S. Mail, postage prepaid, to:

Ms. Sarah L. Ramey
1804 Apple Valley Circle
Nashville, TN 37207

Thomas D. Ramey, Jr.
333 E. Bell Street
Murfreesboro, Tennessee 37130

MIKE J. URQUHART, ESQ.

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 26 day of FEBRUARY , 2008 , in the Case Number 02D2983 between RAMEY, SARAH L. Plaintiff, and RAMEY, THOMAS D. JR. 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 08 day of DECEMBER in the year two thousand eight and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

