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

FILED
2009 FEB -9 AM 10:55
RICHARD R. ROOKER, CLERK
D.C.

SUSAN MARIE MOGAN BOZEMAN,

Plaintiff,

vs.

NO. 08D-3229
(NOTICE OF ENTRY REQUESTED)

JOHN ERNEST BOZEMAN,

Defendant.

FINAL DECREE

This cause came on to be heard on the 9th day of February, 2009, before the Honorable John Mason, Sobh, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the petition for absolute divorce filed in behalf of the Plaintiff, Susan Marie Mogan Bozeman, the Defendant, John Ernest Bozeman, waiving his right to file an answer thereto and entering into a Martial Dissolution Agreement, and the entire record in this cause, from all of which the Court is of the opinion and finds as follows:

1. That irreconcilable differences exist in the marriage between the parties and that they can no longer live together as Husband and Wife.

2. That there are no minor children born to this marriage.

3. That a Marital Dissolution Agreement has been entered into by and between the parties which provides for a sufficient and equitable settlement of any property rights between them.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That the Wife, Susan Marie Mogan Bozeman, is granted an absolute divorce from the Husband, John Ernest Bozeman, and restored to all the rights and privileges of an unmarried person.

2. That the Marital Dissolution Agreement entered into by and between the parties be and the same is hereby approved by the Court and incorporated in this decree of divorce as follows:

BILL GARRETT, Davidson County
Trans:T20090024740 DEEDDIV
Recvd: 04/15/09 08:13 8 pgs
Fees:42.00 Taxes:0.00
20090415-0033970

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EIGHTH CIRCUIT FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2008 NOV 19 AM 9:18

RICHARD R. ROOKER, CLERK

D.C.

SUSAN MARIE BOZEMAN,

Plaintiff,

vs. NO. 080-3229

JOHN ERNEST BOZEMAN,

Defendant.

MARITAL DISSOLUTION AGREEMENT

In this cause, wherein the Plaintiff, Susan Marie Bozeman, has brought or will bring an action for absolute divorce against the Defendant, John Ernest Bozeman, the Defendant acknowledging said filing and waiving his right to file an answer to the complaint, the parties desire to enter into this marital dissolution agreement providing for the settlement of their property rights when and if a divorce is granted in this Court and in this cause.

It is, therefore, mutually agreed by and between the parties as follows:

1. That the Plaintiff, Susan Marie Bozeman, hereinafter referred to as "Wife" will obtain, at the earliest practicable time, an absolute divorce from the Defendant, John Ernest Bozeman, hereinafter referred to as "Husband".

2. That there are no children born to this marriage.

3. That the Wife owned certain real property prior to the marriage located at 1025 General George Patton Road, Nashville, Tennessee 37221, more accurately described as:

> A certain condominium apartment in Davidson County, Tennessee, being Unit No. 1025, together with the carport designated C-1025 on the Plan of River Plantation, Section Six, Phase One, of record in Book 5200, Pages 359 and 360, said Register's Office.

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Being the same property conveyed to Susan M. Mogan, unmarried, by deed of record in Book 10585, Page 785, Register's Office for Davidson County, Tennessee.

The parties agree that all right, title and interest in the above property shall be divested out of the Husband and vested fully into the Wife as her sole and separate estate, free from any claims of the Husband.

4. That the parties have heretofore divided their personal property and that property currently in the possession of either party shall become his or her sole and separate estate, free from any claims of the other.

5. That the parties have incurred a Home Equity Loan through AmSouth Bank which has a current balance in the approximate amount of $3,500.00. The parties each agree to be responsible for one-half of the balance owed on said loan.

6. The parties agree that each party currently maintains his or own health insurance and acknowledge that neither is carried on an insurance policy of the other.

7. That the Wife shall be restored to her maiden name, Susan Marie Mogan.

8. That the Husband agrees to be responsible for the wife's reasonable attorney's fee in this matter in the amount of $500.00, so long as the divorce proceeds on the sole ground of irreconcilable differences.

9. That the Husband shall be responsible for the court costs in this cause.

10. That it is understood and agreed between the parties, as a part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement. Both parties acknowledge and understand that, if this agreement is approved by the Court, it shall become a part of a final decree of divorce and will be a binding order of the Court.

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11. That each party shall be responsible for any debt which he or she incurs or contracts individually subsequent to the date of this agreement and that debt shall be the sole debt of the contracting party and each agrees to hold the other harmless from any liability therefor. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation, except as otherwise provided herein, and the parties acknowledge there has been a full disclosure of debts in this agreement. Other than provided herein, each of the parties waives any and all rights which he or she may have in and to the party or estate of the other.

12. That whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or to indemnify the other and hold the other party harmless from liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5), which is not dischargeable in bankruptcy as to the other party.

13. That the parties further agree that, should it become reasonably necessary for either party to institute legal proceedings to enforce any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

14. That it is understood and agreed by and between the parties that this marital dissolution agreement, which will be incorporated into a final decree of divorce herein, is being entered into without any undue influence, fraud, coercion, misrepresentation or for any reason not herein stated. The parties acknowledge this agreement is fully understood by each of them and each acknowledges that the same is fair and equitable and is being entered into voluntarily.

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15. That it is understood that this agreement represents all agreements between the parties, and any previous marital dissolution agreements, promises or covenants not set forth in this agreement are of no effect.

16. That each party acknowledges that he or she has received a copy of this agreement on the date of execution.

Susan Marie Bozeman
SUSAN MARIE BOZEMAN

John Ernest Bozeman
JOHN ERNEST BOZEMAN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in the State and County aforesaid, the aforenamed SUSAN MARIE BOZEMAN, known personally to me, who, upon her oath, stated she has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 14th day of November, 2008.

Janelle Lawson
NOTARY PUBLIC

JANELLE LAWSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 8, 2012

My Commission Expires: 5/8/2012

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in the State and County aforesaid, the aforenamed JOHN ERNEST BOZEMAN, known personally to me, who, upon her oath, stated he has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 14th day of November, 2008.

Janelle Lawson
NOTARY PUBLIC

My Commission Expires: 5/8/2012

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3. That the Wife shall be restored to her maiden name, Susan Marie Mogan.

4. That the Husband shall be responsible for the costs of this cause for which execution may issue, if necessary.

ENTERED this 9th day of Feb, 2009.

JUDGE

John Manson
Substitute Judge

APPROVED FOR ENTRY:

THOMAS J. DRAKE, JR., No. 13219
Attorney for Plaintiff
405 ½-B 31st Avenue, North
Nashville, Tennessee 37209
(615) 320-1717

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Notice has been sent by United States Mail, postage prepaid, to the Defendant John Ernest Bozeman, 905 Mountain Valley Drive, Nashville, Tennessee 37209 on this 7th day of February, 2009.

THOMAS J. DRAKE, JR.

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CERTIFICATE OF SERVICE

DOCKET NO. 08D3229

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 11TH day of FEBRUARY, 2009.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

THOMAS J. DRAKE, JR., ATTORNEY
405 1/2 - B 31ST AVENUE NORTH
NASHVILLE, TN 37209

JOHN ERNEST BOZEMAN
905 MOUNTAIN VALLEY DR.
NASHVILLE, TN 37209

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 09 day of FEBRUARY , 2009 , in the Case Number 08D3229 between BOZEMAN, SUSAN MARIE MOGAN Plaintiff, and BOZEMAN, JOHN ERNEST 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 09 day of APRIL in the year two thousand nine and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

