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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2007 SEP -5 PM 4:05

AIMEE LYNN JOHNS	)	
	)	
v.	)	No: 07D-1895
	)	
WILLIAM LEE JOHNS	)	NOTICE OF ENTRY REQUIRED

D.C.

FINAL DECREE

This cause came to be heard on the 5th day of September, 2007, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Aimee Lynn Johns, be, and hereby is, awarded an absolute divorce from the Husband on the grounds of irreconcilable differences, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution

BILL GARRETT, Davidson County
Trans:T20090041119 DEEDDIV
Recvd: 06/19/09 12:24 13 pgs
Fees:67.00 Taxes:0.00
20090619-0057367

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Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

070-1895 COPY

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2007 JUL -2 PM 4:27

RICHARD R. ROOKER, CLERK

AIMEE LYNN JOHNS	)	
	)	
v.	)	No:
	)	
WILLIAM LEE JOHNS	)	D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. _____.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

NO 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, or compel or endeavor to compel the other to cohabit or dwell with him or her.

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III.

TAX EXEMPT STATUS

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.

IV.

ALIMONY

Both parties waive Alimony.

V.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VI.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Prior to the filing of this matter, the parties divided their personal property. Each party will keep the property which is currently in their possession.

VII.

AUTOMOBILES

Wife shall be awarded the 2007 Lexus upon which there is no indebtedness.

VIII.

REAL PROPERTY

The parties own real property located at 2227 Blair Boulevard, Nashville, Tennessee 37212,

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which is more particularly described as follows:

> Land in Davidson County, Tennessee, being the easterly 34 feet of Lot No. 97 and the westerly 16 feet of Lot No. 98 on the Plan of Sunset Park Subdivision as of record in Book 332, page 132, Register's Office for said county.
>
> Said easterly part of Lot No. 97 and westerly part of Lot No. 98 front together 50 feet on the southerly side of Blair Boulevard and extend back between parallel lines 160.5 feet to a dead line.
>
> Being the same property conveyed to William L. Johns and wife, Aimee Johns, by deed of record Instrument No. 20040930-0118101 , Register's Office for Davidson County, Tennessee.

Wife is awarded all right, title and interest in the real property located at 2227 Blair Boulevard, Nashville, Davidson County, Tennessee 37212. It is Ordered, Adjudged and Decreed that any and all interest of Husband William Lee Johns is divested out of him completely and reinvested solely in Wife, Aimee L. Johns. The first mortgage is owed to National City Mortgage Company and the second mortgage is owed to US Bank. The parties agree that Ms. Johns shall have ninety days from the date this agreement is approved by the Court within which to refinance both mortgages to take Husband's name off of the same so that he has no responsibility for payment thereon. Ms. Johns shall make the payments owing on the first and second mortgages in a timely manner pending the mortgage being refinanced and there shall be no late payments.

IX.

BUSINESS

It is Ordered, Adjudged and Decreed that Wife Aimee L. Johns is awarded all right, title and interest in the business known as Flavour. Flavour does business as an LLC, listed WITH the Secretary of State of Tennessee as Flavour, LLC, Id No. 0453211. It is Ordered, Adjudged and Decreed that any

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and all interest of William Lee Johns is hereby divested out of him completely and reinvested in Aimee L. Johns solely. It is, further, Ordered, Adjudged and Decreed that Ms. Johns shall make the necessary notations or modifications to the corporate records of Flavour, LLC to delete Mr. Johns' name from any ownership interest therein and from financial responsibility related to the business known as Flavour, LLC.

X.

PAYMENT

In order to equalize division of the marital property consisting of the business known as Flavour, LLC, the home located on Blair Boulevard, the Merrill Lynch Retirement Account and the 2007 Lexus automobile, Wife shall pay to Husband the amount of $185,000.00, which shall be paid according to the note executed between the parties. However, the same shall bear no interest. The parties have agreed as relates to the terms of the note and the parties represent that the note has been executed and the same is in possession of Husband. The parties agree that Mr. Johns shall maintain a lien on the business known as Flavour, LLC until such time as the indebtedness is paid in full. Ms. Johns is ordered to reflect the note on the books and records of Flavour, LLC this indebtedness. Further, the parties agree that a UCC-1 statement will be filed to note the lien reflecting this indebtedness owing to Mr. Johns. The parties further agree that in the event she so desires, Ms. Johns may prepay the indebtedness owing t o Mr . Johns represented by the note recited above.

XI.

DEBTS

Each party shall pay the debts in their individual names unless noted elsewhere in this agreement.

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XII.

PENSION PLANS

The Merrill Lynch 401K account shall be awarded to Mr. Johns. The parties agree that Mr. Johns had this account in effect for some period of time prior to the parties marriage. Further, the parties agree that they have calculated Wife's marital interest therein and such interest is offset by the award of other items of marital property between the parties as stated in this agreement.

XIII.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

XIV.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that pursuant to the Bankruptcy Abuse, Prevention and Consumer Protection Act of 2205, that the parties intend the various payments and obligations contained herein be in the nature of a domestic support obligation and therefore are intended to be non-dischargeable even though a bankruptcy court may determine later that the payments and obligations contained herein are dischargeable.

XV.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered

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into voluntarily and that it is not the result of any duress or undue influence.

XVI.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XVII.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XVIII.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XIX.

COURT COSTS

The parties shall each pay one-half of all court costs for which let execution issue, if necessary. Wife's address is Aimee Lynn Johns, 2227 Blair Boulevard, Nashville, TN 37212.

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Husband's address is William Lee Johns, 3127 Long Boulevard, Unit 106, Nashville, Tennessee 37203.

XX.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees. D. Scott Parsley has represented Wife only in this matter and has not offered nor rendered any advice to Husband.

XXI.

WAIVER OF SERVICE

Husband by signing this Marital Dissolution Agreement waives further service and waives filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2).

Witness our hands, this 25 day of June, 2007, as to the Wife, and the 29th day of JUNE, 2007, as to the Husband.

AIMEE LYNN JOHNS

WILLIAM LEE JOHNS

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Aimee Lynn Johns**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 25th day of June, 2007.

NOTARY PUBLIC

DAVID S. PARSLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 3/20/2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **William Lee Johns**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 29th day of JUNE, 2007.

Laura McIntyre
NOTARY PUBLIC

LAURA MCINTYRE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 22, 2010

My Commission Expires: 11/22/10

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It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed equally against the parties for which let execution issue, if necessary. Wife's address is Amiee Lynn Johns, 2227 Blair Boulevard, Nashville, Tennessee 37212. Husband's address is William Lee Johns, 3127 Long Boulevard, Unit 106, Nashville, Tennessee 37203.

ENTER this 5th day of Sept, 2007.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on William Lee Johns, *pro se*, 3127 Long Boulevard, Unit 106, Nashville, Tennessee 37203, by placing same in the U. S. Mail, postage prepaid, on this the 5th day of September, 2007.

D. SCOTT PARSLEY

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 07D1895

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 10TH day of SEPTEMBER, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

D. SCOTT PARSLEY, ATTORNEY
217 2ND AVE. NORTH
NASHVILLE, TN 37201

WILLIAM LEE JOHNS
3127 LONG BLVD., UNIT 106
NASHVILLE, TN 37203

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 05 day of SEPTEMBER , 2007 , in the Case Number 07D1895 between JOHNS, AIMEE LYNN Plaintiff, and JOHNS, WILLIAM LEE 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 JUNE in the year two thousand nine and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

