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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK
D.C.

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| **DONALD WILLIAM NOES, II**<br>**Plaintiff,** | : | |
| **vs.** | : | **Docket No. 07D-3320** |
| **ANGELA MARIE NOES**<br>**Defendant.** | : | |

## FINAL DECREE

This cause came to be heard on the 22nd day of January, 2008, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for Absolute Divorce; a Marital Dissolution Agreement which provide for a division of the parties' respective rights and interests and all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; and the entire record in said cause, from all of which the Court affirmatively finds the allegations of Plaintiff's Complaint are sustained by the proof, and that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, have made adequate and sufficient provisions the equitable settlement of any property rights between themselves, that this 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** by the Court, and 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 § 36-4-103(b).

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It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the Marital Dissolution Agreement executed by the parties are hereby approved by the Court, and each and every provision of said agreements are hereby made a specific order and decree of the Court, which Agreements is in words and figures as follows:

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FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

DONALD WILLIAM NOES, II
Plaintiff,

vs. : Docket No. 07D3320

R Thomas : D.C.

ANGELA MARIE NOES
Defendant.

**MARITAL DISSOLUTION AGREEMENT**

THIS AGREEMENT is made and entered into by and between DONALD WILLIAM NOES, II, hereinafter called "Husband", and ANGELA MARIE NOES hereinafter called "Wife".

**WITNESSETH**

**WHEREAS,** the parties are married and there are no children born of this marriage; and

**WHEREAS,** both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage; and

**WHEREAS,** both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

**WHEREAS,** neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

**WHEREAS,** only Husband is represented by Worrick G. Robinson, IV, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Worrick G. Robinson, IV;

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**THEREFORE,** in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

**CREDIT.** Parties hereto agree that neither party shall charge nor cause to be charged to the other party any purchases which either of them may make after this agreement is entered into, and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

**WAIVER.** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party, except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

**ENTIRE AGREEMENT.** This agreement contains the entire understanding and

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agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein, and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the State of Tennessee shall govern this agreement in all respects.

**NON-DISCHARGEABILITY.** With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

**NECESSARY DOCUMENTS.** Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

**NON-COMPLIANCE.** Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorneys' fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

**SEVERANCE.** Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

**INCORPORATION, PERMANENT and PENDENTE LITE.** In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the

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final decree, the parties agree to the filing of this agreement, and by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were at the moment of signing, an order of this Court.

**VOLUNTARY EXECUTION.** Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information, including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

**MODIFICATION.** 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 of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

**RESTRAINING PROVISIONS.** Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

**PRIOR TAX LIABILITIES.** If, in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties

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(and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

**DIVORCE PROCEEDING FILED.** Husband has filed a complaint for divorce now pending in the Circuit Court for Davidson County, Tennessee, under Docket No. _____. Husband agrees to pay all Court costs arising out of said divorce proceeding, if uncontested.

The Defendant, by signing this agreement, waives further service of process or notice and waives all rights under the Soldiers and Sailors Civil Relief Act. The Defendant acknowledges receipt of a copy of the Complaint in this cause and stipulates to the truth and accuracy of the allegations therein. Further, the Defendant will make no other answer or counter-claim, consents to an entry of a Default Judgment and a Final Decree of Divorce, and specifically authorizes entry of said pleadings by Plaintiff's counsel.

**PERSONALTY.** The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage, and each party makes no claim to any property in the possession of the other party. As part of the parties property division, Husband agrees to pay Wife the sum of $28,000.00. Said payment shall be due and payable within twenty-four hours from the date of divorce.

**AUTOMOBILES.** Title to the 2004 Ford F-150 Lariate Truck which is in Husband's name, shall be vested solely in Husband, and divested from Wife. Husband shall be fully responsible for the payment of the indebtedness on said automobile to Citizen's Automobile Finance, and shall indemnify and hold Wife harmless on the same. Wife shall execute any and all documents necessary to transfer title of said automobile to Husband.

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Title to the 2004 Honda Civic LX, which is in Wife's name, shall be vested solely in Wife, and divested from Husband. Said vehicle is free from any indebteness. Husband shall execute any and all documents necessary to transfer title of said automobile to Wife.

**REAL ESTATE I.** Wife agrees to convey and by signing this document does convey to Husband any and all interests in the property at 225 Chaney Blvd., Lavergne, Tennessee , more particularly described as follows:

> Situated in the 3rd Civil District of Rutherford County, Tennessee, described as follows: Bounded on the west by Chaney Boulevard, on the south by the property of Nora L. Moore, on the north by property of the Marie Nelson Estate and on the east by property of Roy L. Waldron et ux, containing 1 acre, more or less. Legal Description taken from previous Deed of record in Deed Book 631, Page 688, Register's Office for said County.
>
> Being the same property deeded to X-Cel Sales Company, a partnership composed of B. Vester Waldron and Roy L. Waldron, by deed of record in Book 141, Page 123, Register's Office of Rutherford County, TN said partnership having since been dissolved and Vester Waldron and wife, Charlene J. Waldron having conveyed their one-half interest in this property to Roy L. Waldron and wife, Joyce Waldron by deed of record in Book 631, Page 688, said Register's Office.
>
> Being the same property conveyed to Donald W. Noes, II and wife, Angela M. Noes, from Roy L. Waldron and wife, Joyce Waldron, by deed of record Book 696, Page 3839, said Register's Office.
>
> This is improved property located at 225 Chaney Boulevard, Lavergne, Tennessee 37086.

Wife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband. Wife shall be divested of right, title, and interest in said property; and all right, title, and interest in said property shall be vested in Husband.

Husband agrees to assume liability for the debts on the property. Husband shall indemnify

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and hold Wife harmless from any liability for the debt on the property.

**REAL ESTATE II.** Wife agrees to convey and by signing this document does convey to Husband any and all interests in the property at 3543 Rock Springs Road, Smyrna, Tennessee 37204, more particularly described as follows:

> Land in Rutherford County, Tennessee, being Lot No. 1, on the Plan of The Highlands, Section One, of record in Plat Book 19, Page 4, Register's Office for said County, to which Plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Burke Construction, Inc. by deed from Highlands Corporation of Smyrna, dated 2-11-04 and recorded in Book 358, Page 1573, said Register's Office.
>
> This conveyance is subject to all easements, restrictive convenants and conditions, and other matters of record, including all items set out on any applicable plat of record.
>
> Being the same property conveyed to Donald W. Noes, II, unmarried and Angela Nobles, unmarried, by deed from Burke Construction, Inc. and recorded in Book 482, Page 187, said Register's Office.
>
> This property is improved property known as 3343 Rock Springs Road, Smyrna, Tennessee 37167.

Wife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband. Wife shall be divested of right, title, and interest in said property; and all right, title, and interest in said property shall be vested in Husband.

Husband agrees to assume liability for the debts on the property. Husband shall indemnify and hold Wife harmless from any liability for the debt on the property.

**REAL ESTATE III.** Wife agrees to convey and by signing this document does convey to Husband any and all interests in the property at 845 Glenn Blvd., Nashville, Tennessee, more particularly described as follows:

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Land in Davidson County, Tennessee, being the westerly 75 feet of Lot No. 94 on the Plan of Waverly Place, of record in Book 57, Page 95, Register's Office for said County.

Said part of Lot No. 94 fronts 75.0 feet on the southerly margin of Glen Avenue and extends back between parallel lines 200.00 fee to an alley.

Being the same property conveyed to Joseph E. Duke and John T. Duke by deed, dated October 16th, 1989, from Chrysler First Financial Services Corporation, successor to Chrysler First Credit of record in Book 7966, Page 678, Register's Office for Davidson County, Tennessee. By Quitclaim Deed of record in Book 8625, Page 276 Register's Office for Davidson County, Tennessee, John T. Duke conveyed his interest in subject property to Joseph E. Duke.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

Kimberly C. Henry, spouse of Joseph E. Duke, joins in this conveyance to waive any and all marital interest she may have in subject property.

This conveyance is subject to: Taxes for 2007, and subsequent years; All matters shown on the Plan of record in Book 57, Page 95, said Register's Office.

Being the same property conveyed to Donald William Noes, _____, by deed, dated _____, from _____ of record in Instrument _____, Register's Office.

This is improved property known as 845 Glen Avenue, Nashville, Tennessee 37204.

Wife further agrees to execute and deliver to Husband any and all deeds and instruments necessary to convey title of said real estate to Husband. Wife shall be divested of right, title, and interest in said property; and all right, title, and interest in said property shall be vested in Husband.

Husband agrees to assume liability for the debts on the property. Husband shall indemnify and hold Wife harmless from any liability for the debt on the property.

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**BANK ACCOUNTS.** The parties agree to give up any right they might have to the other parties' bank account. Each party will therefore retain the right to their individual bank account.

**ALIMONY WAIVED.** Wife and Husband claim no alimony, either pendente lite or permanent, and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

**ATTORNEYS FEES.** It is agreed between the parties that only Husband is represented by Worrick G. Robinson, IV and will pay Worrick G. Robinson, IV's attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the Wife shall pay her own attorney's fee in connection with this litigation.

**PENSIONS/RETIREMENT/401(K).** The parties agree to give up any right they might have to the other parties' retirement or pension. Each party will therefore retain the right to their individual pension and retirement.

**RETURN TO PREVIOUS NAME.** Wife shall resume the use of her former name, to wit: ANGELA MARIE NOBLES.

**DONALD WILLIAM NOES, II**

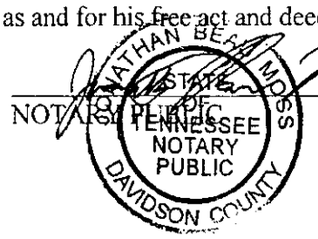
**ANGELA MARIE NOES**

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 15th day of November, 2007, personally appeared **DONALD WILLIAM NOES,**

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II, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as and for his free act and deed.




NOTARY PUBLIC

My Commission Expires March 7, 2011

MY COMMISSION EXPIRES:

3/7/2011

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 15th day of November, 2007, personally appeared **ANGELA MARIE NOES**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.




NOTARY PUBLIC

My Commission Expires March 7, 2011

MY COMMISSION EXPIRES:

3/7/2011

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It is further **ORDERED, ADJUDGED AND DECREED** by the Court that Plaintiff, Donald William Noes, II, is hereby granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person, and the bonds of matrimony heretofore existing between them are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that the costs of this cause are taxed to the Plaintiff.

It is further **ORDERED, ADJUDGED AND DECREED** by the Court that execution may issue to enforce any of the provisions of this Decree.

Entered this 22nd day of Jan., 2008.

Carol S Loman

**CAROL SOLOMAN, JUDGE**

The parties currently reside at the following addresses:

Donald William Noes, II
2600 Hillsboro Pike, Unit #126
Nashville, TN 37204

Angela Noes
104 Hickory Lane
Festus, MO 63028

**CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of the foregoing has been delivered via U.S. mail, postage pre-paid to:

Angela Noes
104 Hickory Lane
Festus, MO 63028

On this the 22nd day of January, 2008

**WORRICK G. ROBINSON, 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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 22 day of JANUARY , 2008 , in the Case Number 07D3320 between NOES, DONALD WILLIAM II Plaintiff, and NOES, ANGELA MARIE 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 30 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

