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Brandi Wells

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

FILED
2007 JUL 10 AM 11:25
RICHARD R. ROOKER, CLERK
D.C.

LATONYA RENEE HARRIS, Plaintiff,	)	
VS.	)	Docket No. 07D-898
VICTOR TERRILL HARRIS, Defendant.	)	NOTICE OF ENTRY REQUESTED

BILL GARRETT, Davidson County
Trans:T20090072039 DEEDDIV
Recvd: 10/22/09 15:18 16 pgs
Fees:82.00 Taxes:0.00
20091022-0097858

FINAL DECREE OF DIVORCE

This cause came to be heard on the 10TH day of July, 2007, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the Wife, LATONYA RENEE HARRIS, should be and is hereby granted an absolute divorce from the Husband, VICTOR TERRILL HARRIS, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

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RICHARD R. ROOKER, CLERK

D.C.

LATONYA RENEE HARRIS,	)	
	)	
Plaintiff	)	
	)	
VS.	)	Docket No. 07D848
	)	
VICTOR TERRILL HARRIS,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, LATONYA RENEE HARRIS (hereinafter referred to as the "Wife") and VICTOR TERRILL HARRIS (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court for Davidson County at Nashville, Tennessee for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

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WHEREAS, the Defendant in this cause by entering into this Agreement waives jurisdiction, venue and further service and waives filing an answer to the Complaint in this cause.

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

I. NO 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, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1993 Ford Tempo which she drives as her vehicle, titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

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It is agreed by and between the parties that the Husband shall keep as his sole property the vehicle which he drives as his vehicle, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

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IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that Husband might have in the real property owned by the parties located at 3313 West Hamilton Avenue, Nashville, Tennessee, Davidson County, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

Being the same property conveyed to Dennis Lee Bond and Wife Elvira Bond by warranty Deed from William H. Riat and Wife Jean Riat recorded the 2nd day of September 1969 in Deed book 4361, page 770, in the Registers Deeds Office of Davidson County, Tennessee

For and in consideration of the sum of TEN DOLLARS cash in hand, paid and other good and valuable consideration Dennis Lee Bond and Wife Elvira Bond do transfer and convey a certain tract or parcel of land on Lot 300, TREPPARD HEIGHTS, Section No. V in Book 2663, Page 100, in the Registers Office of Davidson County, Tennessee.

It is further agreed by and between the parties that the Husband is not obligated under the mortgage so Wife does not have to refinance the property.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that Wife shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that they have not acquired an interest in a retirement/pension/profit sharing plan as a result of their employment.

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VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2004. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2005 tax year, and each shall be solely responsible for the payment of any federal income tax owed on his/her separate returns from 2005 through the present tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that the Husband will reimburse Wife for half the attorney's fee.

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XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be split equally between Husband and Wife.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

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XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the 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 nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. 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.

Copy

XXII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife's maiden name of Wallace be restored to her so that her name will be Latonya Renee Wallace.

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WITNESS OUR HANDS, this 21 day of March, 2007 as to the Latonya Renee Harris, and this 21 day of March, 2007 as to the Victor Terrill Harris.

Latonya Renee Harris

Latonya Renee Harris

Victor Terrill Harris

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Latonya Renee Harris, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 21 day of March, 2007.

NOTARY PUBLIC
My Commission expires: 7/24/2010

LEEANN L. CHAPMAN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Victor Terrill Harris, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 21 day of March, 2007.

NOTARY PUBLIC
My Commission expires: 7/24/2010

LEEANN L. CHAPMAN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Copy

It is, further, **ORDERED, ADJUDGED, and DECREED** that all right, title, and interest that the Husband might have in the real property owned by the parties located at 3313 West Hamilton Avenue, Nashville, Davidson County, Tennessee, and more particularly described below, is divested out of Husband and is reinvested in Wife and the Wife owns this property free and clear of any interest or claim of the Husband.

> Being the same property conveyed to Victor Terrill Harris and Wife, Latonya Renee Harris, by Dennis Lee Bond and Wife, Elvira Bond and being the same property conveyed to Dennis Lee Bond and Wife Elvira Bond by warranty Deed from William H. Riat and Wife Jean Riat recorded the 2nd day of September 1969 in Deed book 4361, page 770, in the Registers Deeds Office of Davidson County, Tennessee.
>
> Being a certain tract or parcel of land on Lot 300, TREPPARD HEIGHTS, Section No. V in Book 2663, Page 100, in the Registers Office of Davidson County, Tennessee.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the Wife, LATONYA RENEE HARRIS, shall be restored to her maiden name of Wallace, and henceforth, Wife's legal name shall be LATONYA RENEE WALLACE.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the costs of this cause shall be and are hereby taxed to the parties equally.

The address of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
Latonya Renee Harris	Victor Terrill Harris
3313 West Hamilton Ave.	2440 25th Ave. N.
Nashville, TN 37218	Nashville, TN 37208

Copy

ENTERED THIS THE 10th DAY OF July, 2007.

CAROL SOLOMAN, JUDGE

APPROVED FOR ENTRY

ROBERT J. TURNER & ASSOC., P.C.

Robert J. Turner
Supreme Court No. 015107
Latonya Todd
Supreme Court No. 024757
Attorneys for Wife
208 Third Avenue North, Ste 100
Nashville, TN 37201
(615) 259-2660

Copy

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (XX) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Victor Terrill Harris
2440 25th Avenue N.
Nashville, TN 37208

This the 15th day of June, 2007.

Robert J. Turner
Latonya Todd

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 07D898

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 12TH day of JULY, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

ROBERT J. TURNER, ATTORNEY
208 3RD AVE. NORTH, SUITE 100
NASHVILLE, TN 37201

LATONYA TODD, ATTORNEY
208 3RD AVE. NORTH, SUITE 100
NASHVILLE, TN 37201

VICTOR TERRILL HARRIS
2440 25TH AVE. NORTH
NASHVILLE, TN 37208

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 10 day of JULY , 2007 , in the Case Number 07D898 between HARRIS, LATONYA RENEE Plaintiff, and HARRIS, VICTOR TERRILL 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 21 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

