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

FILED
2007 FEB 27 PM 4:31
RICHARD R. ROOKER, CLERK

DAVID PAUL ADAMS,
Plaintiff

v. No. 06D-3355

SARAH ANN PERSONS,
Defendant.

FINAL DECREE OF DIVORCE

This cause came on to be heard this 27th day of February 2007, before the **Honorable Muriel Robinson**, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff; Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff and upon the entire record, the Court finds that the parties have suffered irreconcilable differences in their marriage:

It is Therefore, ORDERED, ADJUDGED, AND DECREED that the Plaintiff, DAVID PAUL ADAMS, is hereby awarded an absolute divorce from the Defendant, SARAH ANN PERSONS, on the grounds of irreconcilable differences, T.C.A. Sections 36-4-101(11) and 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person;

The Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the said is hereby incorporated in words and figures as follows:

BILL GARRETT, Davidson County
Trans:T20090073962 DEEDDIV
Recvd: 10/30/09 12:39 10 pgs
Fees:52.00 Taxes:0.00
20091030-0100350

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IN THE 4th CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2006 DEC 20 AM 10: 16

RICHARD R. ROOKER, CLERK

DAVID PAUL ADAMS
Plaintiff,

vs.

SARAH ANN PERSONS
Defendant,

NO. 06D-3355 Bell D.C.

MARITAL DISSOLUTION AGREEMENT

This agreement is made and entered into on the date hereinafter recited by and between DAVID PAUL ADAMS, hereinafter referred to as "HUSBAND" and SARAH ANN PERSONS, hereinafter referred to as "WIFE", subject to the following terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and,

WHEREAS, the parties have suffered certain "irreconcilable differences" of their marriage resulting in their marriage relationship becoming irretrievably broken with no apparent possibility of reconciliation and the parties are now living apart; and,

WHEREAS, the parties desire to enter into this Agreement, not out of levity or by collusion, but to amicably and finally settle their differences with respect to property rights, not only for now, but for the future, it being the intention that such contract will be effective with respect to all of their property irrespective of whether a divorce is finally concluded between the parties; and,

WHEREAS, the parties intend to tender this Agreement to the Court for its approval and ratification in the event a divorce is granted in this cause,

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NOW, THEREFORE, for and in consideration of the premises hereinabove stated, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Both parties agree to waive any and all rights to alimony.

2. Husband and Wife have amicably divided all of their personal property both brought to and acquired during the marriage. Further, Husband and Wife agree that all property now in possession of the other is sole and separate property of the other.

3. Included in the parties' marital estate is the real property located at 2619 Emery Drive, Nashville, Davidson County, Tennessee, property that is to be the sole and separate property of Husband. Simultaneously with her execution of this Agreement, Wife will execute, acknowledge and deliver to Husband a quitclaim deed conveying all of Wife's right, title, and interest in their real property to Husband.

4. Both parties agree that the real property owned by the Wife prior to the parties' marriage is not a part of the marital estate. The property is located at 2825 S. King Street, Unit 1602, Honolulu, Hawaii. Husband expressly waives any interest he may have in said property and said property is to be the sole and separate property of the Wife. Neither Husband nor Wife have any other interest of any kind in any other real estate.

5. Included in the parties' marital debts is a mortgage note that is secured by the property located at 2619 Emery Drive, Nashville, Davidson County, Tennessee, and is payable to GMAC Mortgage Company and that has a present balance of approximately $119,000. HUSBAND will at all times keep WIFE free, harmless, and indemnified from and against the mortgage note payable to GMAC Mortgage Company. WIFE will at all times keep HUSBAND free,

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harmless, and indemnified from and against the mortgage note payable to Aames Mortgage Company and is secured by the property located at 2825 S. King Street, Unit 1602, Honolulu, HI and has a present balance of approximately $118,000. The parties have no other joint debts of which the Plaintiff is aware. Each party shall assume, be solely responsible for, hold the other party harmless upon, and indemnify the other party for any debt created by that party both before and after the date of separation of the parties.

6. Each party shall assume, be solely responsible for, hold the other party harmless upon, and indemnify the other party for any debt created by that party both before and after the date of separation of the parties.

7. Husband and Wife have amicably divided all of their personal marital property. Further, Husband and Wife agree that all property now in possession of the other is the sole and separate property of the other.

8. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

9. Each party acknowledges that this is a sufficient, fair and equitable settlement of all the property rights between the parties.

10. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement of property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support the Wife, and a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead

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rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, right to act as administrator or executor of the other's estate; and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

11. Each of the parties hereto covenants with the other that, from this date forward, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any further debt for the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

12. This Marital Dissolution Agreement shall be binding upon and inure to the benefit if the parties hereof, their personal representatives, heirs, and assigns.

13. Wife accepts the provisions of this Marital Dissolution Agreement in full and final settlement of all claims and demands for support or maintenance for herself and fully discharges Husband from all such claims and demands.

14. Each of the parties will execute and deliver to the other party any document that may be reasonably required to accomplish the intent of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with force and effect as shall be necessary to effectuate the terms of this Agreement.

15. Each party acknowledges that they have read this Marital Dissolution Agreement, that each has been furnished a written copy thereof, and that each

agrees to abide by its terms and provisions. Husband and Wife each acknowledge that the provisions contained in this Marital Dissolution Agreement are irrevocable upon execution, are fair and equitable, and fairly and equitable settle all property rights between Husband and Wife arising out of their marital relationship. Except as otherwise expressly provided for 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 respecting the other's property, including without limitation dower, courtesy, alimony, pensions, statutory allowance, homestead right and right to take against the will of the other, inheritance, dissent or distribution or right to act as administrator or executor of the other's estate, except as proved by the expressed terms of this agreement. The Agreement applies to all property now owned by either party and to any property that either of them may acquire in the future. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, attorney's fees, or claims made by virtue of the laws of any jurisdiction, except as set forth herein. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud coercion, or misrepresentation, or for any reason not herein stated. This Agreement is the entire agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

16. The Wife acknowledges that this Agreement is made in reference to the divorce which will be filed in the above-named Court and Wife knowingly and freely waives filing an answer in this action, and this Agreement is signed by her hand in lieu of service of process.

17. Husband and Wife each acknowledge that this Agreement is entered into after a full disclosure by the other of all financial and other

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information relative to his or her and their joint income, debts, and ownership of property.

18. Wife acknowledges that Brian O. Bowhan represents Husband and not Wife; that she understands that she has the right to be represented by her own counsel now, or at any time during this divorce proceeding; and that she is not relying upon any representations or advice by Brian O. Bowhan in entering into this Agreement, that she has received no legal advice from Brian O. Bowhan, and that she does not want to rely upon any legal representation from Brian O. Bowhan.

19. Any process in any action or proceeding commenced in the courts of the State of Tennessee or elsewhere having competent jurisdiction of both the subject matter and of the persons and arising out of this Agreement, that among other methods each party may be served by delivering or mailing the same, via registered or certified mail addressed to the other party at the address first above written or such other address as may be designated by either party in writing and delivered to the other party. Any such delivery or mail service shall be deemed to have the same force and effect as personal service with the State of Tennessee or the jurisdiction in which such action or proceeding may be commenced.

20. If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this agreement shall remain in full force and effect.

21. The parties agree that the effective date of this agreement is to be the date it is executed by the last to sign.

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IN WITNESS WHEREOF, the parties have set their signatures.

Nov. 30th, 2006
Date

David Paul Adams
DAVID PAUL ADAMS

Nov. 30th, 2006
Date

Sarah Ann Persons
SARAH ANN PERSONS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

AFFIDAVIT

On this 30th day of November, 2006, personally appeared DAVID PAUL ADAMS, to me known to be the person whom executed the foregoing instrument and acknowledge that he executed the same as the free act and deed of said DAVID PAUL ADAMS.

Wanda Gore
Notary Public
My Commission Expires: May 23, 2009

WANDA GORE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires May 23, 2009

STATE OF TENNESSEE
COUNTY OF Davidson

AFFIDAVIT

On this 30th day of November, 2006, personally appeared SARAH ANN PERSONS, to me known to be the person whom executed the foregoing instrument and acknowledge that she executed the same as the free act and deed of said SARAH ANN PERSONS.

Wanda Gore
Notary Public
My Commission Expires: May 23, 2009

WANDA GORE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires May 23, 2009

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It is ORDERED, ADJUDGED AND DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

The Final Costs of this cause will be paid by the Plaintiff for which execution may issue if necessary.

This the 27th day of February, 2007.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

BRIAN O. BOWHAN (BPR# 14760)
ATTORNEY FOR PLAINTIFF
4741 TROUSDALE DRIVE SUITE 118
NASHVILLE, TN 37220
(615) 333-5878

CERTIFICATE OF SERVICE

I hereby certify that I have placed a copy of the foregoing Final Decree in the United States mail addressed to:

Mr. Sarah Ann Persons
2825 S. King Street, Unit 1602
Honolulu, Hawaii 96826

with sufficient postage to reach its destination on this the 27th day of February, 2007.

Brian O. Bowhan

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 27 day of FEBRUARY , 2007 , in the Case Number 06D3355 between ADAMS, DAVID PAUL Plaintiff, and PERSONS, SARAH ANN 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 29 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

