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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2009 NOV 16 AM 11:14
RICHARD R. ROOKER, CLERK
D.C.

SHELLEY R. MULLER	)	
	)	
Wife/Plaintiff,	)	
vs.	)	**DOCKET NO: 09D-1142**
	)	
STEVE A. MULLER	)	
	)	
Husband/Defendant,	)	

FINAL DECREE

This cause came on to be heard on the 16th day of November, 2009 before the Honorable Carol Soloman, Judge for the Eighth Circuit Court for Davidson County, Tennessee, upon the Amended Complaint for Divorce of Shelley R. Muller ("Wife") filed in this cause. Upon testimony of Wife, and the entire record in this cause, from all of which 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, the Court determines as follows:

1. The parties were married in Davidson County, Tennessee on November 25, 1991.

2. The parties separated in Davidson County, Tennessee on July 3, 2008.

3. During the course of the marriage, the parties continuously resided in Davidson County, Tennessee for more than six (6) months and resided in Davidson County, Tennessee more than six (6) months prior to filing the action for Divorce.

4. The parties have no minor children born of this marriage.

5. The parties entered into a certain Marital Dissolution Agreement for the purpose of determining their rights and liabilities with regard to one another.

6. The Marital Dissolution Agreement attached hereto and incorporated by reference herein was made freely and voluntarily by the parties for the purpose of determining Wife's and Husband's rights and liabilities with regard to one another, and is adopted by this Court for all purposes, including enforcement of the terms thereof. Said agreement is as follows:

BILL GARRETT, Davidson County
Trans:T20090082213 DEEDDIV
Recvd: 12/04/09 11:25 12 pgs
Fees:62.00 Taxes:0.00
20091204-0111217

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RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHELLEY R. MULLER)
Wife/Plaintiff,)
vs.) **DOCKET NO: 09D-1142**
STEVE A. MULLER)
Husband/Defendant,)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between the parties, SHELLEY R. MULLER, hereinafter referred to as the "Wife" and STEVE A. MULLER, hereinafter referred to as the "Husband."

WITNESSETH:

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provision for the distribution of the property of the parties; and

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

WHEREAS, the Wife is represented by counsel, namely, Stephanie J. Williams, Esq. of the Family Justice Center, and the Husband is not represented.

WHEREAS, Husband hereby waives formal service of process for the Complaint for Divorce and the Amended Complaint for Divorce filed in this cause and his right to file an answer for the same.

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

1. **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 material,

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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. The Husband further waives formal service of process of the Complaint for Divorce and Amended Complaint for Divorce filed by the Wife in this cause.

2. **ENTIRE AGREEMENT**: This agreement contains the entire understanding and 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 laws of the State of Tennessee shall govern this agreement in all respects.

3. **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.

4. **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.

5. **NON-COMPLIANCE**: Should either party incur any expense of 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 attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred. 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.

6. **SEVERANCE**: Should the court hold that any portion of this agreement is

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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.

7. **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 final decree the Parties agree to the filing of this agreement and by said filing consent to 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 enforced as if they were at the moment of signing an Order of this Court.

8. **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 and each has been afforded the opportunity to be represented by counsel.

9. **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. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

10. **RESTRAINING PROVISIONS**: Both parties shall be permanently enjoined from harassing, interfering with, or imposing any restraint upon the other except as set out in this Agreement.

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11. **ALIMONY WAIVED**: Wife and Husband claim no alimony either pendent elite or permanent and waive any claim they might have thereto in any divorce action between them.

12. **PERSONAL PROPERTY**:

(a) Husband and Wife shall take full responsibility, financial, seek insurance, and otherwise, for the vehicle in his/her possession and shall hold the other party harmless for this debt.

(b) Specifically, Wife shall take full responsibility, financial, seek insurance, and otherwise for the 2004 Jeep Wrangler, titled and financed in both parties names, and shall hold the Husband harmless for the same. Wife shall be responsible for the indebtedness to Bank of America associated with said vehicle and shall hold Husband harmless for the same.

(c) Specifically, Husband shall take full responsibility, financial, seek insurance, and otherwise, for the 1998 Ford F150, titled in the Husband's name individually, and shall hold the Wife harmless for the same.

(d) Each party shall have and keep their personal effects and clothing.

(e) The parties have divided the other personal property and each shall that which is in their possession.

13. **REAL PROPERTY**: The parties own real property located at 206 South 11th Street, Nashville, Davidson County, Tennessee and 902 N. 14th Street, Nashville, Davidson County, Tennessee. The Wife shall retain the property located at 206 South 11th Street, Nashville, Davidson County, Tennessee as her sole and separate property. The Wife shall retain said property free and clear of any claim of the Husband and any interest the Husband may have in said property is hereby divested from the Husband and the same is reinvested in the Wife. The Wife shall be responsible for any and all indebtedness associated with said property and hold Husband harmless for the same. Said property is more particularly described as:

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Land in Davidson County, Tennessee, being the North 20 feet of Lot No. 205 and the South 20 Feet of Lot No. 206 on the plan of East Edgefield, as record in Book 21, Page 147 Register's Office for Davidson County, Tennessee.

Said parts of lots adjoin and front together 40 feet on the west side of 11th Street and run back between lines 183 feet, more or less on the south line of part of Lot No. 205, and 181 feet, more or less, on the north line of Lot No. 206 to an alley on which they measure feet.

Being the same property conveyed to Steven Muller and Wife, Shelly Muller, by deed from Robert N. Hoff II and Wife, Karen E. Hoff of record in Instrument No. 20050920-0112887, Register's Office for Davidson County, Tennessee.

The Husband shall retain the property located at 902 N. 14th Street, Nashville, Davidson County, Tennessee as his sole and separate property. The Husband shall retain said property free and clear of any claim of the Wife and any interest the Wife may have in said property is hereby divested from the Wife and the same is reinvested in the Husband. The Husband shall be responsible for any and all indebtedness associated with said property and hold Wife harmless for the same.

Said property is more particularly described as:

Land in Davidson County, Tennessee, being Lot No. 2 on the Map of Subdivision of party of the Weakley Home Place, as of record in Book 421, Page 36, Register's Office for Davidson County, Tennessee, described as follows:

Said Lot No. 2 fronts 50 feet on the easterly side of North 14th Street and extends back between parallel lines 150 feet to an alley.

Being the same property conveyed to Steve A. Muller and Wife, Shelley Muller, by deed from Debbie Lindecker, unmarried of record in Instrument No. 20000329-0031540, Register's Office for Davidson County, Tennessee.

14. CREDIT: Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is

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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.

15. **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 born by the party who is responsible for the deficiency. Husband and Wife each represents and warrants 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. Husband and Wife shall divide, retain and own equal shares of any and all refunds with respect to Federal Income Tax Returns heretofore filed by the parties.

16. **DEBTS**: Other than the debts associated with the real property and Wife's vehicle, the parties have no other joint debts and each shall be responsible only for the payment of accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless for any liability resulting from their failure to pay such accounts when they are due.

For any debt not specifically mentioned herein, Wife agrees to assume, pay and hold Husband harmless on any debts that she has incurred and Husband agrees to assume, pay, and hold Wife harmless for any personal debts that he has incurred.

17. **BANK ACCOUNTS**: The parties shall keep their respective individual checking and savings accounts.

18. **IRRECONCILABLE DIVORCE PROCEEDINGS**: As soon as possible after the execution of this Agreement, the Wife shall proceed to trial and obtain a divorce on the grounds

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of irreconcilable differences.

19. **ATTORNEY FEES:** The Husband and Wife shall be responsible for paying their own attorney fees.

20. **COURT COSTS:** The Wife shall be responsible for the Court Costs in this matter.

21. **WIFE'S NAME:** Wife shall be restored to her maiden name of Shelley Ruth Martin.

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WITNESS OUR HANDS ON THE DAY AND DATE WRITTEN BELOW.

SR Muller 11.4.09
SHELLEY R. MULLER DATE

11.4.09
STEVE A. MULLER DATE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, STEVE A. MULLER with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of his knowledge, information and belief.

This 4th day of November, 2009.

Notary Public My Commission Expires 11/8/2013

STEPHANIE J. WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, SHELLEY R. MULLER, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of her knowledge, information and belief.

This 4th day of November, 2009.

Notary Public My Commission Expires 11/8/2013

STEPHANIE J. WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Wife, Shelley R. Muller, is hereby awarded an absolute divorce from the Husband, Steve A. Muller, on the grounds of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of the Marital Dissolution Agreement herein is adopted by this Court and incorporated by reference in this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the wife shall be restored to her maiden name of Shelley Ruth [redacted] Martin. CS

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Wife shall be responsible for the court costs of this cause, for which execution may issue, if necessary.

ENTERED THIS THE 16th DAY OF NOVEMBER, 2000.

HONORABLE CAROL SOLOMAN, JUDGE

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SUBMITTED AND APPROVED FOR ENTRY:

Stephanie J. Williams, BPR# 023380
FAMILY JUSTICE CENTER
500 Madison Street., Ste. 106
Nashville, Tennessee 37208
(615) 270-4600-phone
(615) 250-0572-fax
swilliams@sjwfamilylaw.com-email

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order to Set has been mailed by U.S. Mail, postage prepaid to the Husband, Steve A. Muller at 902 N. 14th Street, Nashville, Tennessee 37206 and P.O. Box 1524, Allen, Texas 75013, this the 16th day of November, 2009.

Stephanie J. Williams

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 16 day of NOVEMBER , 2009 , in the Case Number 09D1142 between MULLER, SHELLEY R Plaintiff, and MULLER, STEVE A 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 NOVEMBER in the year two thousand nine and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

