IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2007 JUL 16 PM 1:28
RICHARD R. ROOKER, CLERK
D.C.

JULIA LEVINE CROWE,	]	
	]	
Plaintiff,	]	
	]	
vs.	]	**Case No: 06D-~~3553~~ 3353**
	]	**NOTICE OF ENTRY REQUESTED**
JOSHUA GLENN CROWE,	]	
	]	
Defendant.	]	

FINAL DECREE

This cause came to be heard on the 16th day of July, 2007, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon a Complaint for Absolute Divorce filed by the Plaintiff, testimony of Plaintiff, statements of counsel for Plaintiff and upon the record as a whole, from all of which the Court finds that the parties have suffered irreconcilable differences;

IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED, that the Plaintiff, Julia Levine Crowe, be and hereby is awarded an Absolute Divorce from the Defendant, Joshua Glenn Crowe, on the grounds of adultery, Section 36-4-101(3), Tennessee Code Annotated, and that each party be and is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to Section 36-4-103(b), Tennessee Code Annotated, the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable and just settlement of any and all property rights and support rights and obligations currently existing between the parties and have further made adequate and sufficient provisions as to the custody, visitation and support of their three (3) minor children. The Court hereby approves the Marital Dissolution Agreement and Parenting Plan and the same is hereby incorporated in words and figures as follows:

BILL GARRETT, Davidson County
Trans:T20100007535 DEEDDIV
Recvd: 02/05/10 15:35 11 pgs
Fees:57.00 Taxes:0.00
20100205-0009503

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. **GROUNDS FOR DIVORCE:** Wife shall be awarded the divorce based upon the Husband's adultery and the parties stipulate that the Wife if the Court were to hear proof in this matter, that the Wife would be awarded the divorce based upon Husband's adultery and pursuant to Tenn. Code Ann. §36-4-129.

2. **CHILD CUSTODY AND SUPPORT:** All issues surrounding child custody, visitation and support are set forth in the parenting plan which is attached hereto and incorporated in this order as if set forth verbatim.

3. **LIFE INSURANCE:** All issues surrounding life insurance are set forth in the parenting plan which is attached hereto and incorporated in this order as if set forth verbatim.

4. **REAL PROPERTY:** The parties acknowledge that prior to the marriage Wife owned real property commonly known as 517 Westward Winds Drive, Nashville, Tennessee 37221. The parties acknowledge that the real property has been refinanced in both parties' names in July, 2006. The parties agree that this property shall be Wife's sole and separate property and that any right, title or marital interest Husband may have in said real property as the result of this marriage is hereby divested out of Husband and re-invested solely in Wife. The parties agree that Wife shall be responsible for all indebtedness owed on said property, including taxes and insurance and Wife shall further be responsible for the upkeep, maintenance and repairs related to said real property. The parties agree that to avoid penalties, the Wife shall refinance said real

property in her name solely on or about July, 2008, thereby removing Husband from any liability for the indebtedness owed on said real property. The Husband shall execute a quitclaim deed on or before the entry of the final decree of divorce, relinquishing all right, title and interest he may have in said real property.

The parties further agree that the Husband shall cause to be removed within 30 days of entry of the final decree of divorce, the camper which belongs to an acquaintance of Husband and is located in the yard of said real property.

5. **AUTOMOBILES:** The parties agree that the 1994 Jeep Cherokee currently titled in both parties names shall become the separate property of Husband, free and clear of all claims of Wife. Husband agrees to be solely responsible for any indebtedness encumbering said automobile, and hold Wife harmless. The Wife shall execute any and all documents necessary to effectuate the transfer of said vehicle to Husband's name solely. The parties agree that the 2006 Honda Pilot currently titled in both parties' names. The Wife shall be responsible for any outstanding indebtedness owed on said vehicle and shall indemnify and hold the Husband harmless. Wife shall be responsible for the insurance, maintenance, upkeep and annual licensure for said vehicle and shall hold Husband harmless thereon. The parties acknowledge that the vehicle is currently a lease vehicle and the parties cannot refinance the same, however the parties agree that the Wife shall purchase said vehicle within two (2) years, thereby removing Husband's name from the indebtedness owed on said vehicle.

6. **UNTITLED PERSONAL PROPERTY:** The Husband shall obtain as his sole and separate property the following:

Television 36"
½ duplicate of pictures of minor children
1 recliner
1 flat skillet(electric frying pan)
pottery barn bedspread
bag of Husband's Father's tools

The parties agree that all other untitled personal property including household furnishings and other property has been divided between the parties and neither may claim the property that is held in the other person's possession, and such property shall be deemed their separate property.

7. **RETIREMENT PLANS OF THE PARTIES:** Each of the parties shall own as their sole and separate property his or her individual pension fund 401k and/or IRA, free and clear of any claim of the other. Husband agrees to waive all right, title and interest in Wife's present and future retirement plans, if any. Wife agrees to waive all right, title and interest in Husband's present and future retirement plans, if any. Each of the parties shall be responsible for providing their own health insurance.

8. **MARITAL DEBTS:** Each of the parties agree to be personally and individually responsible for the payment of all debts contracted for or incurred by either of them individually, either during the marriage or after the date of separation and each agrees to hold the other harmless for any liability related thereto.

The parties agree that neither shall in the future contract any indebtedness upon the credit of the other. If, in the future, either party shall be compelled to make payment on behalf of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of attorneys

fees and court cost, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. § 523(5), which is not discharge able in bankruptcy as to the other party.

9. **BANK ACCOUNTS**: Each party shall have as their sole and separate property, the proceeds remaining in their individual respective checking and/or savings accounts.

10. **ALIMONY:** Husband and Wife claim no alimony either pendente lite, in futuro, in solido, or rehabilitative, periodic or permanent, and they waive any claim that they might have to such payments.

11. **INCOME TAX REFUND CHECK:** The parties agree that the 2006 tax refund check shall be split with the Wife receiving the total amount of $6509.00. Husband receiving the total amount of $900.00. The parties acknowledge that said refund check in the amount of $7,409.00 has been deposited into the trust account of Wife's previous attorney, Penny Harrington.

12. **MEDICAL INSURANCE:** The parties agree that they shall each maintain their own individual medical insurance coverage.

13. **ATTORNEY'S FEES:** Each party agrees to be solely responsible for his/her own attorneys fees.

14. **MAIDEN NAME:** Wife shall have her maiden name of Julia Louise Levine restored to her.

15. **COURT COSTS:** The parties agree that any court costs incurred as a result of this divorce action shall be divided and paid equally by the parties.

16. **GENERAL PROVISIONS:** (a) It is agreed by the parties that this instrument shall be a final settlement of the property rights of the respective parties and is

a full discharge of Husband and Wife from any and all claims arising out of the marital relationship. Each party hereby waives and relinquishes to the other party all right or claims which he or she may have, or hereafter acquire in the law of any jurisdiction to the parties property, including, but without limitation, statutory allowance, pensions benefits, homestead rights, rights to take against the will of the other, inheritance, descent or distribution or the right to act as Administrator or the Executor or other fiduciary of the other's estate. This instrument applies to all the property now owned by the parties, either jointly or individually or any property which either of them may acquire in the future.

(b) 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 the claim is upheld by a Court of competent jurisdiction, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

(c) This agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

(d) It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Both parties acknowledge that they have had the opportunity to retain legal counsel, if desired, throughout the negotiation of this agreement, and have actively participated in the negotiation thereof. Each party acknowledges that they have

deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

(g) Each party acknowledges that he or she has been informed that the provisions of the Agreement that have tax implications should be discussed with his or her accountant, and has done so if he or she so desired.

(h) In the event any provision of this agreement shall be held to be invalid by a Court of competent jurisdiction, such individual provision shall not effect the other provisions of this Agreement, said provisions being severable.

(i) This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

WITNESS my hand this 9th day of July, 2007.

JULIA LEVINE CROWE

WITNESS my hand this 10th day of July, 2007.

JOSHUA GLENN CROWE

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above signed, Julia Levine Crowe, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 9th day of July, 2007.

NOTARY PUBLIC

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: _____

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

My Commission Expires SEPT. 19, 2009

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above signed, Joshua Glenn Crowe, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, on this 10th day of July, 2007.

NOTARY PUBLIC

RANDI LEANN CRAWFORD STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My commission expires: My Commission Expires January 3, 2011

CERTIFICATE OF SERVICE

DOCKET NO. 06D3353

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 17TH day of JULY, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

CHERIE CASH-RUTLEDGE, ATTORNEY
116 3RD AVE. SOUTH
NASHVILLE, TN 37201

ANTOINETTE REGNIER WELCH, ATTORNEY
1000 NORTHCHASE RD., SUITE 301
GOODLETTSVILLE, TN 37072

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was forwarded via United States Mail, postage prepaid, this 10 day of July, 2007, to the following:

Antoinette Regnier Welch
1000 Northchase Drive, Suite 301
Goodlettsville, TN 37072

CHERIE CASH-RUTLEDGE

IT IS FURTHER, ORDERED, ADJUDGED, and DECREED, that all provisions of said Marital Dissolution Agreement and Parenting Plan are hereby approved and made the judgment of the Court.

IT IS FURTHER, ORDERED, ADJUDGED and DECREED, that the provisions of Tenn. Code Ann. §56-7-2366 have been complied with and are applicable and Wife has sent notice pursuant to the requirements of said statute and the parties currently maintain their own individual respective medical insurance coverage.

The Court finds that the Wife's address is 517 Westward Winds Drive, Nashville, Tennessee 37221 the Husband's address 2204 Longhunter Lane, Nashville, Tennessee 37217

The final costs of this cause shall be paid equally by Husband and Wife.

ENTERED this 16th day of July 2007.

HONORABLE CAROL SOLOMAN

APPROVED FOR ENTRY:

CHERIE CASH-RUTLEDGE, #22457
COUNSEL FOR PLAINTIFF
116 3RD AVENUE SOUTH
NASHVILLE, TENNESSEE 37201
(615) 353-0930