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

FILED

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RICHARD R. ROOKER, CLERK

D.C.

RAEMI JANEL CARNEY,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	No: 09D2582
	)	
ROBERT LEE CARNEY, JR.,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, RAEMI JANEL CARNEY, (hereinafter referred to as the "Wife") and ROBERT LEE CARNEY, JR., (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, the parties desire to enter into a Permanent Parenting Plan providing for all issues of the parties' minor child including visitation, child support, and shared parenting; and,

WHEREAS, it is understood that the Wife has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

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WHEREAS, there is one (1) minor child born of this marriage, namely, to wit, Gavin Joseph Carney, d.o.b. 06/23/2006;

WHEREAS, the parties own real property and do own some items of personal property;

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. CHILDREN.

There is one (1) minor child born of this marriage, namely, to wit, Gavin Joseph Carney, d.o.b. 06/23/2006. Provisions for the residential parenting time, support and maintenance of the children are set forth in the Permanent Parenting Plan attached and incorporated hereto and made a part hereof.

IV. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 2004 BMW X5 which she drives as her vehicle, titled in the Wife 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

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that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Wife shall keep as her sole property the 2000 Honda Accord which she drives as her vehicle, titled in the Wife 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.

It is agreed by and between the parties that the Husband shall keep as his sole property any vehicle which he drove as his vehicle prior to becoming incarcerated, 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. 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.

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

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acknowledge that they do not have a joint bank account.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 744 Newberry Rd., Nashville, Davidson County, Tennessee, and more particularly described below, 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 and hereby is divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

Lot 220 Sec 6 Brooke Meade, Parcel ID# 102 15 0 029.00

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.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 8131 Bonnafair Dr., Hermitage, Davidson County, Tennessee, and more particularly described below, 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 and hereby is divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

Lot 36 Hermitage Hills Sec 12, Parcel ID# 074 04 0 099.00

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.

It is agreed by and between the parties that the Husband shall relinquish any interest that

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he might have in the real property owned by the parties located at 100 Neill Ave., Nashville, Davidson County, Tennessee, and more particularly described below, 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 and hereby is divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

Lot 131 Neill S. Brown, Parcel ID# 082 12 0 037.00

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.

It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property owned by the parties located at 2130 Gold Valley Dr., Murfreesboro, Rutherford County, Tennessee, and more particularly described below, so that the Husband shall own this property free and clear of any interest or claim of the Wife, and any interest of the Wife shall be and hereby is divested from Wife and reinvested in the Husband. The property is more particularly described as follows:

Lot 4 Stratford Place PRD, Parcel ID# 0810 00400 000.

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

It is agreed by and between the parties that the Wife shall relinquish any interest that she might have in the real property owned by the parties located at 118 Elissa Dr., Hendersonville, Sumner County, Tennessee, and more particularly described below, so that the Husband shall own this property free and clear of any interest or claim of the Wife, and any interest of the Wife shall

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be and hereby is divested from Wife and reinvested in the Husband. The property is more particularly described as follows:

Lot 81 Del Ray Park Estates Plat 2 pg. 37, Parcel ID# 17D B 01400 000.

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

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.

The parties agree and understand that the final decree of divorce does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Marital Dissolution Agreement or the decree for an account, debt associated with an account, or any debt. The parties further agree and understand that it maybe in their best interest to cancel, close, or freeze and jointly held accounts.

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.

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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, 2008. 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 2009 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2009 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter. The Husband is representing himself pro-se, and the Wife is represented by the law office of James Widrig & Associates. Husband understands that James Widrig & Associates is not his attorney, and cannot provide him with any legal advice.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the 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.

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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.

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

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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. The parties acknowledge their right to formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts, but by signing this agreement waive said rights and release said attorney from any obligation to complete the formal discovery process.

If it is established that a party misrepresented or intentionally concealed a property interest, the effect thereof or an important characteristic thereof, the interest of the concealing party will be transferred in full to the non-concealing part and the concealing party will pay all costs, fees, expenses, attorney's fees, and damages of the non-concealing party caused by said concealment.

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.

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,

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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, and they shall be solely responsible for the debt thereon and shall indemnify the other party and hold the other party harmless thereon.

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.

XXIII. 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

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their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. MAIDEN NAME NOT TO BE RESTORED.

It is hereby agreed by and between the parties that the Wife shall not be restored to her maiden name, and her name shall remain Raemi Janel Carney.

XXV. HEALTH INSURANCE

Husband and Wife shall obtain separate health coverage and be responsible for their insurance premiums.

It is agreed by and between the parties that the Husband and Wife are not on the same Health Insurance policy and that they shall each obtain separate insurance polices and pay their own insurance premiums thereon.

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WITNESS OUR HANDS, this 7th day of January 2010 ~~2009~~ as to the Wife; and this 21st day of December, 2009 as to the Husband.

Raemi Carney
RAEMI JANEL CARNEY

ROBERT LEE CARNEY, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, RAEMI JANEL CARNEY, 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 7th day of January 2010 ~~2009~~.

SARA PAULA NIBLETT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Sara Paula Niblett
NOTARY PUBLIC

My Commission expires: ~~My Commission Expires MAR. 20, 2010~~

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, ROBERT LEE CARNEY, JR., 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 December, 2009.

A. Rabidou, Case Manager
Authorized by the Act of July 7, 1955,
as amended, to administer oaths (18 U.S.C. 4004)
12-21-2009, Date

NOTARY PUBLIC

My Commission expires: _____

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 MDA heretofore entered in the 4 Circuit Court for Davidson County, Tennessee, on the 07 day of JANUARY , 2010 , in the Case Number 09D2582 between CARNEY, RAEMI JANEL Plaintiff, and CARNEY, ROBERT LEE JR #18450-075 Defendant.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 26 day of MAY in the year two thousand ten and in the 233th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

