IN THE CIRCUIT COURT OF SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED
1:00 p M
SEP 14 2010
MAHAILIAH HUGHES, CLERK
BY AC D.C.

WANDA LAMB ISERMAN,
Plaintiff/Wife,

VS.

DOCKET NO.: 2010-CV-825
Notice of Entry Requested

RONALD ALAN ISERMAN,
Defendant/Husband.

FINAL DECREE OF DIVORCE

This cause came before the Honorable Judge Rogers, without necessity of a hearing, upon the Complaint for Divorce filed on July 6, 2010, personal service of process waived by the Defendant pursuant to Defendant's signature on the Marital Dissolution Agreement, in the presence of a notary, Rhonda Groves-Soechting, and the signature of the Plaintiff, and the entire record herein; from all of which the Court finds that the allegations of the Complaint are sustained by the proof, that is, that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED: that the Plaintiff/Wife, **WANDA LAMB ISERMAN**, is awarded an absolute divorce from the Defendant/Husband, **RONALD ALAN ISERMAN**, and the parties are restored to all the rights and privileges of unmarried persons;

IT IS FURTHER ORDERED AND ADJUDGED: that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated herein;

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IN THE CIRCUIT COURT OF SUMNER COUNTY, TENNESSEE
AT GALLATIN, TENNESSEE

WANDA LAMB ISERMAN,
Plaintiff/Wife,

vs.

FILED DOCKET NO. 83CC1-2010-CV-825
10:55A M
JUL 05 2011
MAHAILIAH HUGHES, CLERK
BY JD D.C.

RONALD ALAN ISERMAN,
Defendant/Husband.

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made by **WANDA LAMB ISERMAN**, hereafter referred to as "Wife" and **RONALD ALAN ISERMAN**, hereafter referred to as "Husband".

WITNESSETH:

WHEREAS, these parties have been married since December 28, 1977; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Circuit Court of Sumner County, Tennessee, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested; and

WHEREAS, the parties desire by this agreement to make an equitable division of all their property which settles and determines all claims for alimony, which divides all property , both real

and personal, owned by them or either of them and which divides responsibility for all current indebtedness incurred during the marriage;

WHEREAS, by signing this Marital Dissolution Agreement the Husband waives filing an answer to the Complaint and hereby waives service of process, in accordance with T.C.A. §36-4-103(a)(2); Husband also consents to jurisdiction of this cause in Sumner County Circuit Court, Gallatin, Tennessee; and

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

1. **CHILD CUSTODY AND VISITATION.** There are no minor children born of this marriage.

2. **ALIMONY IN SOLIDO AND ALIMONY IN FUTURO.** The Husband agrees to pay the Wife, Wanda Lamb Iserman, alimony in futuro in the amount of $4,500.00 every month for the next two (2) years beginning on July 15, 2010. After those first two (2) years, Husband agrees to pay the Wife, Wanda Lamb Iserman, alimony in futuro in the amount of $3,500.00 every month beginning July 15, 2012 until Wife dies or remarries, whichever occurs first.

3. **PERSONAL PROPERTY.** The parties have heretofore divided their personal property between themselves. Wife shall retain her personal affects and clothing, the living room furniture, the dining room furniture, and 2nd and 3rd bedroom sets, and the lawn mower. Husband shall retain his personal affects and clothing, the den

furnishings, the front bedroom furniture, the kitchen set, and the piano, drums, and recording equipment.

4. **VEHICLES.** The 2005 Chevy Suburban, **VIN No. 3GNFK16Z65G250711**, shall be awarded to Wife as her sole and separate property, free and clear of any claims of the Husband, and Husband is divested of any interest he may have The 1999 Chevy Van, **VIN No. 1GNFG15R7X1115738**, shall be awarded to Husband as his sole and separate property, free and clear of any claims of the Wife, and Wife is divested of any interest she may have therein. Husband shall be solely responsible for any indebtedness due and owing upon said vehicle and shall hold the Wife harmless and indemnify her on same.

5. **REAL PROPERTY.** The house and land located 1924 Saddleback Drive, Goodlettsville, TN 37072 shall be awarded to the Wife as her sole real property, free and clear of any claims of the Husband, and Husband is divested of any interest he may have therein. Wife shall be solely responsible for any indebtedness due and owing upon said property and shall hold the Husband harmless and indemnify him on same. The two building lots located at 1932 Saddleback Drive and 1946 Saddleback Drive, Goodlettsville, TN 37072 shall be awarded to the Husband as his sole real property, free and clear of any claims of the Wife, and Wife is divested of any interest she may have therein. Husband shall be solely responsible for any indebtedness due and owing upon said property and shall hold the Wife harmless and indemnify her on same.

6. **RETIREMENT BENEFITS.** Not applicable.

7. **DEBTS.** Each party shall retain any and all debts in his or her name, free of any claims of the other party.

Wanda Lamb Iserman will assume and hold the Husband harmless on the following debts.

1. Bank of America, first mortgage on 1924 Saddleback Drive, account ending in **2519**, with a monthly payment of $2,118.00, with an approximate balance of $124,701.94.
2. Bank of America, second mortgage on 1924 Saddleback Drive, account ending in **7352,** with a monthly payment of $636.52, with a balance of $75,645.78.
3. Chase Amazon, credit card, account ending in **0431,** with a monthly payment of $120.00, with an approximate balance of $2,917.14.

Ronald Alan Iserman will assume and hold the Wife harmless on the following debts.

1. First State Bank, secured loan on building lots on Saddleback Drive, account ending in **8622,** with a monthly payment of $504.66, with an approximate balance of $35,884.00.
2. Wilson Bank Master Card, credit card, account ending in **7536,** with a monthly payment of $489.00, with an approximate balance of $9,766.52.
3. First National Visa, credit card, account ending in **4390**, with a monthly payment of $330.00, with an approximate balance of $11,593.78.
4. Chase, credit card, account ending in **6814,** with a monthly payment of $225.00, with an approximate balance of $21,475.56.

5. Discover Card, credit card, account ending in **2814,** with a monthly payment of $267.00, with an approximate balance of $13,314.81.

6. Regions Bank, Chevy Suburban loan, account ending in **9979,** with an approximate balance of $11,715.00.

7. Any joint income taxes owed to the U.S. Treasury for all years during marriage.

8. **BANKING ACCOUNTS.** Each party shall maintain his or her own separate checking or savings accounts, and each is awarded all of the proceeds of any such accounts in his or her sole name, free and clear from any claims of the other party. Wife to retain Regions Bank checking account number, **ending in 0739,** with an **approximate balance of $800.00.** Husband to retain First State Bank checking account, **ending in 5855,** with an **approximate balance of $200.00**. The First State Bank checking account, **ending in 5156**, with an **approximate balance of $2,500.00,** in the name of Ron and Wanda Iserman, will go to Ron Iserman.

9. **ATTORNEY FEES.** The Wife is represented by Law Office of Eric K. Fox and the Husband is not represented by an attorney. The Wife is responsible for the attorney fees in this cause.

10. **COURT COSTS.** Court Costs have already been paid by the Wife. The Wife shall be responsible for any unpaid court costs in this cause.

11. **NON-DISCHARGEABILITY.** Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefor, such obligation is intended

to be support obligation under 11 U.S.C. § 523(a)(5) which is not dischargeable in bankruptcy as to the other party.

12. **MAIDEN NAME RESTORED.** Not requested.

13. **REPRESENTATION OF ATTORNEYS TERMINATED**. Both parties understand and agree that, after the entry of the Final Decree of Divorce, their respective attorneys shall be relieved by the Court of all obligations of representation in this matter, including future service of process or any other matter regarding this case.

14. Each party shall be free from interference, authority and control, direct or indirect, by the other party, as fully as if he/she were single and unmarried.

15. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

16. Subject to provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband shall indemnify and hold harmless the Wife to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorneys fees. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not shall not at any time after execution of this Marital Dissolution incur any debt or obligation for which Husband or his estate may be or

become liable. If Wife does incur such a debt, Wife shall indemnify and hold harmless the Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorney fees.

17. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Husband and Wife hereby waive, release, renounce, relinquish, and quitclaims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present of future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

18. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorney fees and court cost.

19. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may thereafter be entered in the Circuit Court of Sumner County, Tennessee, or in any other Court having appropriate jurisdiction

of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

20. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Martial Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

21. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Each party acknowledges and he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement.

22. This agreement involves the transfer of property which may have appreciated and/or depreciated between spouses in connection with a divorce and is not a sale, exchange or disposition of property but is an equitable division between the parties of their marital property rights.

23. Both parties acknowledge that neither of them are relying upon any tax advice from Eric K. Fox and that said attorney has no expertise regarding the tax ramifications

or tax consequences arising out of this Agreement. Each of the parties has been advised to seek tax counseling regarding the consequences of the Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had the opportunity to do so.

24. The parties acknowledge that jurisdiction and venue are proper pursuant to Tenn. Code Ann. § 36-4-104a), and § 36-4-105(a), and both parties waive all complaints as to any defects in jurisdiction or venue. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Husband the purpose of granting a divorce on the grounds of irreconcilable differences. Wife shall proceed to trial to obtain the divorce on the ground of irreconcilable differences.

IN WITNESS WHEREOF, we have hereunto set our names:

Wanda Lamb Iserman

PLAINTIFF/ WANDA LAMB ISERMAN
DATE: 7-1-2010
PLACE: 103 Hazel Path Ct.
Hendersonville, TN 37075

Sworn to and subscribed before me this
1st day of July, 2010.

Rhonda Groves-Soechting

Notary
NOTARY PUBLIC
My Commission Expires: January 29, 2013

RHONDA GROVES-SOECHTING STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

Ronald Alan Iserman

DEFENDANT/ RONALD ALAN ISERMAN
DATE: 7-2-2010
PLACE: 103 Hazel Path Ct.
Hendersonville, TN 37075

Sworn to and subscribed before me this
1st day of July, 2010.

Rhonda Groves-Soechting

Notary
NOTARY PUBLIC
My Commission Expires January 29, 2013

RHONDA GROVES-SOECHTING STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

IT IS FURTHER ORDERED AND ADJUDGED: that court costs have been paid by Plaintiff/Wife, **WANDA LAMB ISERMAN**;

This Final Decree of Divorce does not necessarily affect the ability of any creditor to proceed against a party to this action or a party's property, even though the party in this action is not responsible under the terms of this Final Decree of Divorce for an account, any debt associated with an account or any debt; the Court further finds that it may be in both parties' interest to cancel, close or freeze any jointly held accounts.

SO ORDERED THIS THE 14 **DAY OF SEPTEMBER, 2010.**

HONORABLE C.L. ROGERS

STATE OF TENNESSEE, SUMNER COUNTY
I, Mahailiah Hughes, Clerk, do hereby certify that the foregoing is a true and correct copy of the Final Decree on file or issued in the case of Iserman vs. Iserman
This the 16 day of Sept. 2010
Mahailiah Hughes
MAHAILIAH HUGHES, CIRCUIT COURT CLERK

SEAL
SUMNER COUNTY CIRCUIT COURT TENNESSEE

APPROVED FOR ENTRY BY:

Eric K. Fox, #022087
Attorney for Plaintiff/Wife
Law Offices of Eric K. Fox, PLLC
103 Hazel Path Court, Suite 6
Hendersonville, TN 37075
Office: (615) 264-5695
Fax: (615) 264-5655
E-mail: ericfoxlegal@bellsouth.net

9-16-96

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing **Final Decree of Divorce** was mailed via U.S. Mail to Ronald Alan Iserman, 901 S. Dickerson Road, Apt. 130, Goodlettsville, TN 37072 on this 3rd. day of September, 2010.

Eric K. Fox, Attorney