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IN THE EIGHTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

KONNIE PRENA OSBORNE,)
)
Plaintiff,)
)
v.) Case No. 05D-1394
)
RODNEY EUGEN OSBORNE,)
)
Defendant.)

FINAL DECREE OF DIVORCE

This cause came to be heard on the 13 day of November 2006, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the petition for absolute divorce filed by the Plaintiff and written Marital Dissolution Agreement entered into by the parties and filed in this cause; from all of which it appears to the Court, and the Court finds as follows:

This Court has jurisdiction in all necessary particulars of this case, and the facts alleged in the complaint are true and correct as to the necessary elements of an irreconcilable differences divorce.

The differences between the parties have become irreconcilable and divorce should be granted to the Plaintiff, Konnie Prena Osborne, on the ground of irreconcilable differences.

The parties heretofore have entered into a written Marital Dissolution Agreement, 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, pursuant to Tennessee Code Annotated Section 36-4-103(b).

The Marital Dissolution Agreement entered into by the parties is as follows:

BILL GARRETT, Davidson County
Trans:T20110012036 DEEDDIV
Recvd: 02/28/11 15:09 13 pgs
Fees:67.00 Taxes:0.00
20110228-0016062

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RICHARD R. ROOKER, CLERK

Belle D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Eighth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Konnie Prena Osborne, hereinafter referred to as "Ms. Osborne" against Rodney Eugen Osborne, hereinafter referred to as "Mr. Osborne" under Docket No. 05D-1394; and

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** 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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

K.O.
Wife's Initials

RO
Husband's Initials

(3) **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.

(4) **TRIAL:** Ms. Osborne will proceed to court to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY:** The parties' children have reached the age of emancipation.

(6) **MARITAL RESIDENCE:** The parties own the marital residence located at 2244 Greenwood Avenue, Nashville, Davidson County, Tennessee, as joint tenants by the entirety. The parties agree after the expiration of twenty-four (24) months from the date of entry of decree to place the marital residence on the market for sale with a realtor agreed upon by the parties. Mr. Osborne will have the first option to purchase Ms. Osborne's one-half (½) equitable interest in the property, based upon an appraisal agreed upon by the parties of current value. If he doesn't exercise the option within thirty (30) days, then it will be listed for sale as herein provided. Upon the sale of the marital residence and after the payment of the mortgage, taxes, insurance, sales commission and other customary closing costs, the net proceeds will be divided equally between the parties. Mr. Osborne will have the exclusive right to occupy the premises and maintain the mortgage, taxes and

insurance current. Both parties shall execute any documents that may be necessary to effectuate this provision such as a quitclaim deed or a sales contract.

(7) **BANK ACCOUNTS:** The parties will equally divide the funds in the joint AmSouth checking account and the joint AmSouth money market account, and the joint AmSouth accounts will be closed. Each party will be awarded any bank account which he or she maintains in their sole and separate name, free and clear of any interest of the other party.

(8) **RETIREMENT ACCOUNTS:** Each party shall retain their respective retirement or 401(k) accounts.

(9) **VEHICLES:** Mr. Osborne shall be awarded the following vehicles, free and clear of any interest of Ms. Osborne:

1994 Mitsubishi
1994 Ford Tempo
1996 Chevrolet Dual Axle
1982 Chevrolet truck
1996 Honda Accord

Ms. Osborne shall be awarded the following vehicles, free and clear of any interest of Mr. Osborne:

1998 Infinity

The parties acknowledge that there is no indebtedness associated with these vehicles.

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Mr. Osborne shall also be awarded the motorcycle which he owned prior to the parties' marriage.

(10) **FURNITURE AND FURNISHINGS:** The parties acknowledge that they have reached an amicable distribution of the furniture and furnishings at the marital residence. Each party will be awarded those items of personal property and furnishings in their respective possession, free and clear of any interest of the other party.

(11) **OTHER REAL PROPERTY:** The parties own an unimproved lot located at 523 Yokley Drive, Nashville, Tennessee. This lot will be awarded to Mr. Osborne and he will hold Ms. Osborne harmless and indemnify her from any debt, taxes and liens thereon. In lieu of her equitable interest thereon, Ms. Osborne is receiving equity from the marital residence based upon values at the time of sale.

(12) **CLOTHES AND JEWELRY:** Each party will retain their clothes, jewelry and wearing apparel, free and clear of claims from the other party.

(13) **DEBTS:** Each party shall be responsible for any debts, loans or credit card indebtedness incurred in their sole and separate name, and shall hold the other party harmless therefrom.

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(14) **HEALTH INSURANCE:** Each party shall be responsible for their respective health insurance and each party shall be responsible for any medical and dental expenses they have incurred prior to the separation or after the divorce.

(15) **ALIMONY WAIVER:** Both parties waive any and all claims for alimony, both past, present and future, unless otherwise specified in this agreement.

(16) **ATTORNEY'S FEES:** Mr. Osborne shall pay his attorney fees to his attorney, Robert L. Jackson. Ms. Osborne shall pay her attorney fees to her attorney, C. LeAnn Smith.

(17) **COURT COSTS:** The final court costs in this matter shall be assessed to the parties equally, for which let execution issue if necessary.

(18) **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(19) **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 U.S.C. Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement

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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.

(20) FAIRNESS OF AGREEMENT: The parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory to them and in keeping with their accustomed standard of living and reasonable requirements.

(21) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(22) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(23) COMPLETE DISCLOSURE: Each party has made a full and complete disclosure of his or her assets and liabilities. By signing this document, each party indicates that they do not want to proceed with formal discovery, including completing Interrogatories and Requests for Production of Documents or discovery depositions that are designed to discover assets or debts. Both parties acknowledge that they have not been given any tax advice by their attorneys. The parties further

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release the attorneys of record from any obligation to complete the discovery process.

(24) **ESTATE WAIVER:** It is understood and agreed 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 other's property, including without limitation, dower, curtesy, 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 of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(25) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

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Husband's Initials

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(26) **WAIVER:** Defendant agrees, pursuant to *Tenn. Code Ann.* §36-4-103 that signing this Marital Dissolution Agreement constitutes a waiver of service of process and waiver of filing an Answer to the Complaint.

WITNESS OUR HANDS, this the 27th day of July, 2006, as to the Wife, and the 27 day of July, 2006, as to the Husband.

Konnie Osborne
KONNIE PRENA OSBORNE

Rodney Eugen Osborne
RODNEY EUGEN OSBORNE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **KONNIE PRENA OSBORNE**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 27th day of July, 2006.

Sarah Schmidt
NOTARY PUBLIC

SARAH SCHMIDT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 2-26-09

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Wife's Initials

Husband's Initials

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **RODNEY EUGEN OSBORNE**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 27th day of July, 2006.

Sarah Schmidt

NOTARY PUBLIC

My Commission Expires: 8/25/2008

SARAH SCHMIDT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

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Husband's Initials

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IT IS THEREFORE, ORDERED, ADJUDGED and DECREED by this Honorable Court that:

The Plaintiff, Konnie Prena Osborne, has and is hereby awarded an absolute divorce from the Defendant, Rodney Eugen Osborne, and the bonds of matrimony heretofore existing between the Plaintiff and Defendant are hereby held for naught, and the parties are hereby restored to all the rights and privileges of an unmarried person.

Each party is ordered to obey the terms of the Marital Dissolution Agreement as it is an order of this Court.

Each party is ordered to take all steps necessary to carry out the terms of the Marital Dissolution Agreement, including but not limited to the execution of documents.

This cause is retained in this Court for the enforcement of this decree and the issuance of such future orders as may be necessary.

All costs of this cause shall be divided evenly between Husband and Wife, for which execution may issue if necessary.

ENTERED this the 14 day of Dec., 2006.

HONORABLE CAROL SOLOMAN

APPROVED FOR ENTRY:

C. LeAnn Smith #18899
Sobel, Poss, Moore & Smith, PLLC
501 Great Circle Road, Suite 220
Nashville, Tennessee 37228
(615) 242-4477
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed by U.S. Mail, postage, pre-paid to Attorney to Defendant, Robert L. Jackson, One Washington Square, 214 Second Avenue North, Suite 103, Nashville, Tennessee 37201, on this the 31st day of October, 2006.

C. LeAnn Smith

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 14 day of DECEMBER , 2006 , in the Case Number 05D1394 between OSBORNE, KONNIE PRENA Plaintiff, and OSBORNE, RODNEY EUGEN 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 28 day of FEBRUARY in the year two thousand eleven and in the 234th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

