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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2010 JUL 16 PM 4:34

RICHARD R. ROOKER, CLERK

D.C.

LATRICE M. HALL, **Plaintiff,**	)	
vs.	)	**DOCKET NO. 09D-955**
	)	**NOTICE OF ENTRY**
ROBERT W. HALL, **Defendant.**	)	**REQUESTED**

BILL GARRETT, Davidson County
Trans:T20110016005 DEEDDIV
Recvd: 03/17/11 15:39 13 pgs
Fees:62.00 Taxes:0.00
20110317-0021167

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 7th day of July, 2010, before the Honorable, Philip E. Smith, Judge, of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed on April 2, 2009 with the parties' Marital Dissolution Agreement (signed by plaintiff on July 2, 2010 and signed by defendant on July 6, 2010), the Order to set filed on May 26, 2010, with the Plaintiff/Wife and the Defendant/Husband in open court, the sworn testimony of the Plaintiff/Wife in open Court, statements of Defendant/Husband's attorney, 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 ADJDUGED that the Plaintiff/Wife, LATRICE M. HALL is awarded an absolute divorce from the Defendant/Husband, ROBERT W. HALL, and the parties are restored to all of the rights and privilege of

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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 as follows.

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FILED

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

2010 JUL -7 PM 4:33

RICHARD R. ROOKER, CLERK
D.C.

LATRICE M. HALL, Plaintiff,	)	
vs.	)	Docket No. 09D-955
ROBERT W. HALL. Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Latrice M. Hall (hereinafter referred to as the "Wife") and Robert W. Hall (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, 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, and that this Agreement shall be submitted to the Court for approval as the Agreement of the parties. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

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

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

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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. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1996 Chevy Impala VIN 1G1BL52PXTR107489 which she drives as her vehicles, titled in the Husband's name. Husband shall convey clear title to Wife within thirty (30) days of Husband signing this document. Wife shall also keep as her sole property the 1993 Honda Accord titled in Wife's name. Any interest of the Husband in the vehicles is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicles 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 the GMC Van, the 2002 GMC truck and any other vehicle which he drives as his vehicles, titled in the Husband's name. Any interest of the Wife in the vehicles is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicles 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.

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b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that Wife shall own as her sole property all household items presently located at 2928 Stanwyck Drive, Nashville, TN 37207, free and clear of any interest or claim of Husband, with the exception of the following: the living room suite, entertainment center, bedroom suite, big screen television, husband's clothing, husband's artwork, husband's pressure washer, generator, husband's tools, husband's car tires, the 1986 Suzuki Motorcycle.

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 acknowledge that they do not have joint bank account.

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.

IV. REAL PROPERTY

The parties acknowledge that they own real property located at 2928 Stanwyck Drive, Nashville, TN 37207 Davidson County, Tennessee. It is agreed by and between the parties that the Husband shall relinquish any interest that Husband might have in the real property owned by the parties located at 2928 Stanwyck Drive, Nashville, TN 37207, Davidson County, Tennessee, 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 divested from Husband and reinvested in the Wife. The

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property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 50 on the Plan of Hillhurst Acres, Section 2, as of record in Book 2331, Page 70, as amended by instrument of record in Book 2545, Page 194, both of record in the Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 50 fronts 172 feet on the easterly side of Stanwyck Drive and extends back 160.5 feet on the northerly line and 279 feet on the southerly line to a dead line, measuring 145.5 feet thereon.

The parties further acknowledge that while Husband is obligated under the mortgage for the aforesaid real property, the real property is currently under a Chapter 13 Bankruptcy proceeding filed by the Wife. However, Husband shall execute a quitclaim deed to convey his interest to Wife for the aforesaid real property. 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.

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 each party shall be solely responsible for any 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.

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.

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.

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

XXIV. NAME CHANGE

Wife shall be restored to her maiden name of Hughes so that her full legal name shall be Latrice Mashaun Hughes.

XXV. EFFECT OF DOCUMENT ON CREDITORS.

The parties further acknowledge that Pursuant to TCA § 36-4-134, both parties are aware, and have notice that, this Marital Dissolution Agreement 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 the MDA for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

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LATRICE M. HALL

ROBERT W. HALL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, **Latrice Hall**, 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 2 day of July 2010

NOTARY PUBLIC

My Commission expires: 8/20/13

JOHNNY C. GARRETT STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, **Robert Hall**, 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 6th day of July, 2010

NOTARY PUBLIC

KRISTINA K. COCHRAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires MAY 2, 2011

My Commission expires: May 2, 2011

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IT IS FURTHER ORDRED AND ADJUDGED that the Defendant, ROBERT HALL, shall pay the litigation tax and costs of this cause, for which execution may issue if necessary.

Enter this 16th day of July, 2010.

PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

JOY M. SIMS
Tenn. Sup.Ct. Reg. No. 10609
Attorney for the Husband
611 Woodland Street
Nashville, TN 37206
(615) 244-8171

JOHNNY C. GARRETT
Bone McAllester Norton PLLC
S. Ct. Reg. No. 25923
131 Saundersville Road, Suite 130
Parkside Plaza One
Hendersonville, TN 37075
Attorney for the Wife for the
Limited Purpose of Representation in
Preparation of the Marital Dissolution Agreement

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed, postage prepaid to Mrs. Latrice Hall, Wife, pro se, 2928 Stanwyck Drive, Nashville, TN 37207 and to Mr. Johnny C. Garrett, Attorney for the Wife for the Limited Purpose of Representation in Preparation of the Marital Dissolution Agreement,131 Saundersville Road, Suite 130, Parkside Plaza One, Hendersonville, TN 37075 on this the 16th day of July, 2010.

JOY M. SIMS

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 09D955

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 22ND day of JULY, 2010.

RICHARD R. ROOKER, Circuit Court Clerk

BY _____

Deputy Clerk

JOY M. SIMS, ATTORNEY
611 WOODLAND ST.
NASHVILLE, TN 37206

JOHNNY C. GARRETT, ATTORNEY
BONE, MCALLESTER & NORTON
131 SAUNDERSVILLE RD., SUITE 130
PARKSIDE PLAZA ONE
HENDERSONVILLE, TN 37075

STATE OF TENNESSEE

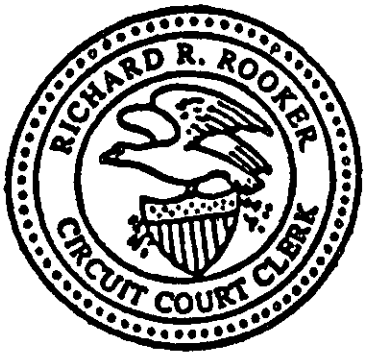
I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 16 day of JULY , 2010 , in the Case Number 09D955 between HALL, LATRICE M. Plaintiff, and HALL, ROBERT W. 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 JULY in the year two thousand ten and in the 234th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL



CHARLES CAUDILL
MANAGING ATTORNEY

JODIE THRESHER
ASSOCIATE ATTORNEY

JOSHUA COLES
ASSOCIATE ATTORNEY

NICK HOLTON
ASSOCIATE ATTORNEY

SARAH PARIS
ASSOCIATE ATTORNEY

STEPHANIE SIMMONS
ASSOCIATE ATTORNEY

Clark & Washington, P.C.

BANKRUPTCY ATTORNEYS AND COUNSELORS AT LAW
www.CW13TN.com

237 FRENCH LANDING DRIVE
NASHVILLE, TN 37228
Phone: 615-251-9782
Fax: 615-251-8919

179 HANCOCK STREET, MAPLE CENTER
GALLATIN, TN 37066

815 SOUTH CHURCH STREET
MURFREESBORO, TN 37130

September 28, 2010

RE: Latrice Hughes-Hall
Case No.: 09-09762
Date of Filing: August 27, 2009

To Whom It May Concern:

Please be advised that my office represents Latrice Hughes, as referenced above, in a Chapter 13 Bankruptcy filed in the Middle District of Tennessee on August 27, 2009.

I have been informed by Ms. Hughes that a letter has been requested from our office to verify court approval would not be necessary for a quit claim deed from her ex-husband. The house was awarded to Ms. Hughes pursuant to a marital dissolution agreement and was to be quit claimed to her within 30 days. Ms. Hughes is currently in an active Chapter 13 bankruptcy, however, her ex-husband is not. Since the house was awarded to Ms. Hughes and is to be transferred to her, there is no need for court approval under these conditions.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Jodie Thresher
Associate Attorney
Clark & Washington, P.C.
237 French Landing Drive
Nashville, TN 37228