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10D2490

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2010 DEC 14 AM 11:11
RICHARD R. ROOKER, CLERK
D.C.

HEATHER GORE
Plaintiff,

v.

NO. 10D2490

TIM GORE
Defendant.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 14TH day of December, 2010, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court, upon the Plaintiff, Heather Gore's (hereinafter referred to as "Wife") Complaint for Divorce, and the entire record in this cause, including statements of the Wife and statements of counsel, from all of which and pursuant to Tenn. Code Ann §36-4-101(14), the Court grants the Wife an Absolute Divorce on the grounds of irreconcilable differences.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that, pursuant to Tenn. Code Ann. §36-4-101(14), that the bonds of matrimony existing between the Plaintiff, **HEATHER GORE** , born Louisville, Kentucky, June 13, 1985, and the Defendant, **TIM GORE,** born Garland, Texas, February 5, 1984, be and the same are absolutely and forever dissolved and that the parties be vested with all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED by this Court that the Marital Dissolution Agreement entered into by and between the parties heretofore filed with this Court is hereby approved and by the Court and same is attached hereto and incorporated herein as if fully and completely set forth verbatim herein, to wit:

It is further Ordered that the Plaintiff shall be restored to her maiden name of Simms.

BILL GARRETT, Davidson County
Trans:T20110065191 DEEDDIV
Recvd: 10/18/11 15:31 15 pgs
Fees:77.00 Taxes:0.00
20111018-0081128

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2010 OCT 26 AM 9:03
RICHARD R. ROOKER, CLERK

HEATHER GORE
Plaintiff,

v.

NO. 10D2490

TIM GORE
Defendant.

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between, **HEATHER MARIE GORE** (hereinafter referred to as "Wife "), and **TIM GORE**, (hereinafter referred to as "Husband)".

WITNESSETH

1. **MARRIAGE**: The parties were married, and have been and are now Husband and Wife;

2. **CHILDREN**

WHEREAS, there are no minor child(ren) born of this marriage.

3. **PHYSICAL SEPARATION**

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each states that it is their desire that their marriage be terminated by divorce, and

WHEREAS, a divorce action in which irreconcilable differences is alleged as grounds has been filed in the Eighth Circuit Court of Davidson County, Tennessee, styled **Heather Marie Gore v. Tim Gore, Docket No. 10D2490**, and venue is rightfully vested in this Honorable Court, and the parties have no expectation of resuming their marital relationship; and

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WHEREAS, the parties enter into this Marital Dissolution Agreement providing for an equitable settlement of any property rights between the parties.

4. AGREEMENT

WHEREAS, both parties have arrived at mutually agreeable provisions to settle, adjust, compromise, and maintenance by either party against the other by reason of their marriage, and all property and other rights and obligations existing between the parties arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested;

5. GROUNDS

The Wife shall proceed to trial on the grounds of irreconcilable differences and submit the Marital Dissolution Agreement herein for the consideration of the Court to be incorporated in the Final Decree. Each party shall be restored to all the rights and privileges of an unmarried person.

6 CONSIDERATION

NOW THEREFORE, in consideration of the premises, the considerations hereinafter mentioned, the mutual promises herein made and of acts to be performed by them, the parties have agreed and by these presents do agree as follows:

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7. SEPARATION OF THE PARTIES

SEPARATE LIVES

Each 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. Subject to the provisions of the agreement, each may reside at such place or places as he or she may select.

8. EFFECTIVE DATE OF AGREEMENT

Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution, by both parties and all provisions shall be consummated and in accordance with the provisions hereof.

9. MINOR CHILD

There are no minor children born of this marriage.

10. DIVISION OF REAL PROPERTY

The parties own real property located at 375 Dorr Drive, Goodlettsville, Tennessee, to wit:

> Land in Davidson County, Tennessee, being Lot No. 49 on the Plan of Emerald Cove, a planned unit development of Record in Bood 6900, Pages 629, 630 and 631, amended in Book 9112, page 29, Register's Office for Davidson County, Tennessee, to whcih plan reference is hereby made for a complete and accurate description of said lot.
>
> Commonly known as 375 Dorr Drive, Goodlettsville, Tennessee 37072.
>
> Tax Parcel ID: 018120A04900
>
> Being the same property conveyed by the Secretary of Veterans Affairs to Heather M. Gore by Special Warranty Deed dated February 17, 2010, and recorded on April 13, 2010 as instrument number 20100413-0027839 in the Register's Office of Davidson County, Tennessee.

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Upon execution of this Agreement, the Husband agrees to execute a Quit Claim Deed, relinquishing all right, title and interest he may have in said real property in favor of Wife, who will hold the Husband harmless thereon.

11. OWNERSHIP IN PRIVATE BUSINESS

The parties do not own any private business.

12. DIVISION OF UNTITLED PERSONAL PROPERTY

The parties shall equally divide the remaining personal property to their mutual satisfaction. Henceforth, each of the parties shall own, have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature and description and wheresoever situated which is in his or her possession at the time of execution of this document.

13. DIVISION OF TITLED PERSONAL PROPERTY

The Wife shall receive all right, title and interest in and to the 1999 Honda Passport, VIN 4S6CM58W1X4402350, free and clear of Husband' interest. The Wife will be responsible for any indebtedness on the vehicle, and hold the Husband harmless thereon.

The Husband shall receive all right, title and interest in and to the 1995 Ford Ranger, VIN 1FTCR15XXSPA71070 , free and clear of Wife's interest. The Husband will be responsible for any indebtedness on the vehicle and hold the Wife harmless thereon.

The parties agree to execute any and all documents necessary to convey title to said vehicle to the other party. Each party will be responsible for his or her own vehicle insurance.

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14. MARITAL DEBT

All joint credit cards have been closed. There shall be no further charges made to any credit card in both parties' names. Each party shall be responsible solely for the debts incurred in his or her own individual name, and shall hold the other harmless and indemnify the other from the same.

The Wife will be responsible for the debt to Regions Bank for the line of credit, and the indebtedness on the former marital residence.

15. BANK ACCOUNTS

The joint checking accounts held by the parties have been closed.

16. RETIREMENT AND PENSION ACCOUNTS

Both parties will retain his or her own retirement accounts, free and clear of any claim by the other.

17. INCOME TAX RETURNS

The parties will file separate income tax returns for the 2010 Tax Year, and will be solely responsible for any indebtedness, and will solely receive any refund due. The parties acknowledge that they have not received any tax advice from an attorney, and that each party has been so advised prior to the signing of this Agreement, and each party understands that they may consult with their accountant or seek the advice of outside legal counsel regarding any tax consequences of this Agreement.

18. DISCLOSURE

Both parties represent that they have made a full and complete disclosure of all assets of every nature in which they have an interest to the other party, and of any property which is being held for them by any other person. Each party further represents that all such property is

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expressly mentioned in this Agreement and that there exists no marital or separate assets that are not expressly and specifically mentioned herein.

19. PRIOR AND SUBSEQUENT AGREEMENTS

The parties hereto hereby cancel, annul and invalidate any and all prior property settlements by them at anytime heretofore made. All modifications of this agreement shall be of no effect unless expressed in writing and signed by both parties.

20. ADDITIONAL INSTRUMENTS

Each of the parties shall promptly execute and deliver such deeds, title documents, releases, assignments, identification cards, applications for dependent identification cards, medical policies, applications for benefits, or other written instrument as may be required from time to time to carry into effect fully the terms and conditions of this agreement according to the true intent and meaning thereof.

21. COURT COSTS & COUNSEL FEES

The parties will each be liable for his or her own attorney's fees, and will equally divide any unpaid court costs.

If any suit or action is brought to declare or to enforce the rights of one of the parties under this agreement, the Court may in its sound discretion award attorney fees and costs to the prevailing party; and the Court shall make such an award if the suit or action is brought successfully to enforce a child support obligation.

22. TERMINATION OF ATTORNEY CLIENT RELATIONSHIP

After thirty (30) days have elapsed from the entry of any decree by the Clerk into which this agreement is incorporated, and if there has been no appeal or other activity by or on behalf of

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either party, the relationship of attorney and client shall terminate as between the Plaintiff and her attorney, insofar as this cause is concerned.

23. BINDING EFFECT

All covenants, promises, stipulations, agreements and provisions contained herein shall apply to, bind and be obligatory upon, the heirs, executors, administrators, personal representatives and assigns of the parties herein.

24. NOTICES

For purposes of this agreement, all notices or other communications given or made hereunder shall, until written notice to the contrary, be given to the parties' counsel.

25. ENTIRE AGREEMENT

Both the legal and practical effect of this agreement in each and every respect and the financial status of the parties have been fully explained to both parties by legal counsel of each party's independent choice, and both parties acknowledge that the agreement is fair and is not the result of an fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon either, and they further agree that this agreement contains the entire understanding of the parties, there being no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

26. GOVERNING LAWS

This agreement shall be interpreted in accordance with the laws of the State of Tennessee.

27. COUNSEL

The Wife is represented by Brenda Miller Stiles, and the Husband has had ample opportunity to retain counsel.

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28. GENERAL PROVISIONS

A. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support under 11 U.S.C. Section 523 (5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be non-dischargeable in the event of the bankruptcy of the obligor spouse pursuant to pursuant to 11 U.S. C. Section 523(5). This support is necessary to meet the daily living expense of the non-obligor spouse, and the amount of support is reasonable.

B. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he/she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

C. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he/she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

D. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the 8th Circuit Court for Davidson

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County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

E. 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 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, courtesy, statutory allowance, homestead rights, pension benefits, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or other fiduciary of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property that either of them may acquire in the future.

F. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns upon the day of the signing of the Agreement by the parties.

G. 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

Copy

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.

H. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

I. In the event 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, said provisions being severable.

J. It is understood and agreed between the parties that, as part of the consideration execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

K. 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

L. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred that indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to full extent of the amount paid, inclusive of interest and legal expenses.

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M. The parties enter into this Agreement with due and proper consideration, fully understanding its terms and provisions.

N. The parties acknowledge that as of the date of the execution of this Agreement, their permanent addresses are as follows:

Heather Marie Gore	Tim Gore
375 Dorr Drive	1706 18th Avenue South, Unit 110
Goodlettsville, TN 37075	Nashville TN 37212

O. **NOTICE REGARDING THIRD PARTY CREDITORS**

Tenn. Code Ann. §36-4-134 states that the entry of 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 the decree for an account, any debt associated with an account or any debt. It may be in the parties' best interest to cancel, close or freeze any jointly held accounts.

29. EXECUTION

The parties have been advised and are aware that this agreement shall not be binding on either party unless it is duly executed by both parties.

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IN WITNESS WHEREOF, the parties stipulate and agree that each has read this instrument, is familiar with the contents hereof, understands same, and agrees to the terms hereof, and as evidence thereof, the parties have executed this Agreement this the 25 day of October, 2010, as to the **Wife** and this 13 day of October, 2010, as to the **Husband.**

Heather Gore
HEATHER MARIE GORE

Tim Gore
TIM GORE

State of Tennessee
County of Sumner

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Heather Marie Gore,** who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Notary Public

HELEN C. CHAPMAN NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SUMNER

My Commission Expires 02/26/13

State of Tennessee
County of Sumner

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named, **Tim Gore,** who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

Notary Public

HELEN C. CHAPMAN NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SUMNER

My Commission Expires 02/26/13

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All costs in this matter are to be taxed equally between the parties.

ENTERED this 14th day of Dec., 2010

CAROL SOLOMAN, Judge

APPROVED FOR ENTRY:

BRENDA MILLER STILES #10842
Attorney for the Wife
105 Hazel Path Mansion
Hendersonville, TN 37075
615-264-0996
615-264-2239 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent by U .S .Mail postage prepaid to the Husband, at his last known address, 1706 18th Avenue South, Unit 110, Nashville, TN 37212, this 14th of December, 2010.

BRENDA MILLER STILES

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 , 2010 , in the Case Number 10D2490 between GORE, HEATHER MARIE Plaintiff, and GORE, TIM 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 18 day of OCTOBER in the year two thousand eleven and in the 235th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

