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FILED

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

2012 FEB 15 PM 4:29

RICHARD R. ROOKER, CLERK

D.C.

ROBERT CALVIN WALKER,

Plaintiff/Husband,

vs.

ELLEN SUE WALKER,

Defendant/Wife.

Case No. 11D-297

BILL GARRETT, Davidson County
Trans:T20120015445 DEEDDIV
Recvd: 03/02/12 10:28 17 pgs
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20120302-0018353

FINAL DECREE OF DIVORCE

This cause came before the Court on February 15, 2012 upon the Plaintiff's Complaint for absolute divorce and the Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interest in all joint and individual property and apportionment of responsibility for payment of the parties' joint and individual debts, from which the Court finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle them to an absolute divorce; that the Court affirmatively finds in its Decree that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; that the Marital Dissolution Agreement heretofore executed by the parties is an equitable and complete apportionment of the marital property and debts of the parties and should be approved; and that the waiting period as required by Statute has elapsed.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the Plaintiff is awarded a divorce upon the grounds of irreconcilable differences, and each of the parties is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and

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each and every provision of said Agreement is hereby made a specific Order and Decree of the Court as fully and completely as if it were copied herein verbatim. Further, this Court retains jurisdiction for a period of thirty (30) days over any and all agreement provisions not already accomplished. The terms of the Marital Dissolution Agreement are as follows:

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Plaintiff/Husband,

vs.

ELLEN SUE WALKER,

Defendant/Wife.

Case No. 11D-297

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into between Robert Calvin Walker, hereinafter referred to as "Husband," and Ellen Sue Walker, hereinafter referred to as "Wife." Both parties are residents and citizens of Davidson County, Tennessee.

WITNESSETH:

WHEREAS, Husband and Wife were married on June 29, 2009 in Mukilteo, Snohomish County, Washington. The parties have no minor children; and

WHEREAS, Husband and Wife have experienced marital differences and are in the process of obtaining a divorce in the Fourth Circuit Court for Davidson County, Tennessee, being Robert Calvin Walker v. Ellen Sue Walker, Docket Number 11D-297 filed on February 3, 2011; and

WHEREAS. Husband and Wife desire to settle their property rights to their estate, and further desire to have this Agreement and settlement be made a part of and incorporated into any final decree of divorce which may be entered dissolving the marriage of Husband and Wife, subject to the approval of the Court;

R.C.W. EW

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NOW, THEREFORE. for and in consideration of the mutual promises contained in this Agreement as evidenced by their signatures hereto, the parties do hereby contract and agree as follows:

1. **MINOR CHILDREN**

The parties have no minor children.

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.

3. **REAL PROPERTY**

Husband owns as his separate property, the real property located at 540 Belair Way, Nashville, Tennessee 37215, acquired before the marriage of the parties. Husband has paid and will continue to pay the debt on said property. Wife has no liability for the debt on said property and relinquishes any claim to said property. Accordingly, a copy of the Final Decree of Divorce shall be recorded with the Davidson County Register of Deeds.

4. **PERSONAL PROPERTY**

A. HOUSEHOLD FURNISHINGS:

i. Husband shall be awarded all furnishings in the house, except those items agreed upon in **Exhibit A**, which are awarded to Wife.

Wife will arrange for a mover to pick up her belongings within ninety (90) days of the entry of the Final Decree of Divorce

B. AUTOMOBILES: Husband shall be awarded all right, title and interest in and to the 2009 Honda Fit and the 2006 Toyota Camry automobile, and shall assume the balance of

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indebtedness thereon and shall hold Wife harmless from any liability thereon. In consideration for this provision, Husband will pay to Wife the sum of $8,500, cash lump sum, on date of entry of the Final Decree of Divorce. Wife will return the title to the Honda through counsel within thirty (30) days of entry of the Decree.

C. BANK AND BROKERAGE ACCOUNTS: The parties acknowledge that they have no joint bank or brokerage accounts. The parties shall continue to retain the sole and exclusive ownership of any and all bank accounts solely in his or her name at the date of the execution of this Agreement.

5. RETIREMENT ACCOUNTS

Each party shall be solely and individually entitled to the retirement accounts in his/her individual name and waives any right, title and interest in and to the retirement account(s) in the other party's name.

6. HEALTH INSURANCE

Husband shall pay COBRA health insurance coverage for Wife for a period of 18 months or until her death or remarriage or until such time as she is eligible for health insurance through Social Security, whichever is the first event to occur. Wife will be required to timely apply for COBRA coverage and Husband will cooperate in providing appropriate forms for said application.

7. NO OTHER ASSETS

The parties acknowledge that there are no other assets owned by them, jointly or individually, and that they have no interest in the assets which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each

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other of their representative incomes, anticipated incomes, and all assets in which they have an interest.

8. **OUTSTANDING OBLIGATIONS AND DEBTS**

A. Husband shall be responsible for payment of all debt associated with the maintenance of the real property at Belair Way, his Citibank credit card account, his unreimbursed medical expenses, and holds the Wife harmless thereon.

B. Wife shall be responsible for payment of all of the following debts: Everett Clinic, Health Point, Massage Envy, Pain & Spine Consultants, two (2) Valley Medical Center accounts, Tri-Med Transportation, L.L.C., Associated Emergency Physicians, Baptist Hospital Medical Financial Solutions, Bank of America Visa, CapitalOne Visa, Household Bank Mastercard, Macy's American Express, Target Visa, HSBC-Discover and Best Buy Card; and her known and unknown credit accounts, her unreimbursed medical expenses, and hold the Husband harmless thereon.

C. Husband and Wife agree to file separate income tax returns for the tax year 2011 and each shall be solely responsible for any tax liability or solely benefit from any tax refund from their respective returns.

D. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her, and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement, and each agrees to indemnify the other against any liability, cost of defense, or expense out of such indebtedness of such indemnifying party for breach thereof.

R.C.W - EW

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E. Any and all obligations not hereinbefore referenced contracted by either of the parties subsequent to their separation shall be and are hereby acknowledged as the separate obligation of the party incurring the same.

9. NON-DISCHARGEABILITY

With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties intend and agree that their obligation is a support obligation under II U.S.C. §523(a) which is intended to not be dischargeable in Bankruptcy as to the other party, this obligation being part of the final financial support settlement for both parties.

10. ALIMONY *IN SOLIDO* Husband shall pay Wife as alimony *in solido*, the sum of $7,500 cash lump sum, due and payable on date of entry of Decree. This sum shall not be taxable to Wife or deductible to Husband for purposes of filing their respective Form 1040 Federal Tax Return. Neither party shall have any further claims for alimony, past, present or future except as provided herein.

11. NOTICE REGARDING CREDITORS

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 other party the amount of any payment he or she makes including interest, and any expenses incurred in defending the creditors' claim, including reasonable attorney's fees.

This Agreement does not necessarily affect the ability of a creditor to proceed against a party, or party's property, even though the party is not responsible under the terms of this Decree

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for the account, any debt associated with the account or any debt. It may be in the parties' best interest to cancel, close or freeze any jointly held accounts.

12. **LIFE INSURANCE**

Each party shall retain their respective life insurance policies. The parties shall be responsible for the costs of their own life insurance policies.

13. **WAIVER**

Except for the terms and provisions of this Marital Dissolution Agreement, both parties waive and repudiate all right, title, and interest, consummate and inchoate, in and to the property and estate of the other including but not limited to marital, insurance, contractual, dower, homestead exemption, alimony, appointment as executor, or otherwise, in present or in the expectancy about any and all property and estate of the other. Both parties waive and repudiate any interest in any will or testamentary writing except for any will or testamentary writing executed after the date of this Agreement or as set out in this Marital Dissolution Agreement. Each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of actions, except for the obligations imposed by this instrument or by the Court's decree. Both parties accept this as the full, final, and complete settlement of the property, marital, and all other rights of the parties.

Both parties waive any separate and distinct claim to any retirement or pension benefit of the other party except as may be set out by this Agreement herein, although they are aware of their rights regarding any such pensions or retirement benefits.

14. ***VOLUNTARY AGREEMENT***

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

R.C.W. EDW

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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. Husband has been represented by Attorney Lisa Paige Binder. Wife has been represented by Attorney Janelle A. Simmons. The parties represent that they fully understand everything contained in this Agreement.

15. **ATTORNEY FEES AND COURT COSTS**

Husband shall pay $3,500 toward Wife's attorney fees, payable to Janelle Simmons, attorney, due and payable on date of entry of decree. Husband shall be responsible for the payment of his attorney fees to his attorney, Lisa P. Binder. Husband shall be responsible for the payment of the mediation fees to Robert L. Jackson, mediator.

16. **TORT CLAIMS** The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

17. **GENERAL TERMS**

A. Should either party institute legal proceedings to seek enforcement of any provision of this Agreement by contempt action, breach of contract, or other legal action, the prevailing party shall be awarded a judgment for reasonable expenses, including attorney's fees and Court costs incurred in such action.

RCW, EPW

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B. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the assigned court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties, or shall be evidence of an equitable division of property of reasonable support and of reasonable visitation rights in case of a default judgment fault grounds divorce.

C. 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, 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 Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

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

E. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not at any time after execution of this Marital Dissolution Agreement 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 Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorney's fees. Subject to the provision of this Marital

R.C.W. dow

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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 Wife to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorney's fees.

F. 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. Each party acknowledges that he or she has had the opportunity to seek independent legal advice before the execution of this Agreement.

G. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any Final Decree of Divorce in the assigned court for Davidson County, Tennessee, or in any other court having appropriate jurisdiction of the parties and to that end, the parties agree that this document shall be submitted to the Court for ratification and approval.

H. 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 provision being severable.

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

RC

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J. 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.

K. This Agreement shall be effective as of the date of its execution by both parties.

THIS ORIGINAL AGREEMENT is executed by the parties and a copy of same is being retained by each party. The original copy will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Witness our hands this 24 day of January, 2012, as to the Wife and the 18 day of JAN., 2012 as to the Husband.

Ellen Sue Walker

Robert C. Walker

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid County and State, Robert C. Walker the *within named* bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, on this 18th day of January, 2012.

CYNTHIA W. SHARP NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.

Cynthia W. Sharp

My Commission Expires: 3/2/15

R.C.W

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STATE OF ~~TENNESSEE~~) Washington
COUNTY OF King)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, Ellen S. Walker the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Maple Valley, ~~Tennessee~~ Washington, on this 24 day of January, 2012.

Kaitlyn J. Sutcliffe
NOTARY PUBLIC

My Commission Expires: 11/21/15

KAITLYN J. SUTCLIFFE NOTARY PUBLIC COMMISSION EXPIRES 11-21-15 STATE OF WASHINGTON

R.C.W. 1 gpw

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EXHIBIT A

30" 2 drawer lateral file
4 bookcases
Upright oak cabinet
Antique armoire
Antique Duncan Phyfe sofa
Vintage solid oak roll top desk
Wool area rug
Black wrought iron bistro table with two chairs
Antique china – dishes
Silverware and cookware
Framed personal art work
Framed photo and watercolor
New computer with 17" flat screen monitor
New multi-function color printer
Speaker set for use with computer
Extensive CD collection to be divided equally
Collection of clothes (clothes, shoes, purses)
Mother's measuring cups and spoons, china wedding clock from parents wedding, musical statue gift from Dad
Emerald necklace: Husband will make reasonable efforts to locate and return to Wife

R.C.W.

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It is further appearing to the Court that the parties' current mailing addresses are as follows:

Wife	Husband
c/o Janelle Simmons, Esq.	540 Belair Way
L & C Tower, Suite 2400	Nashville, TN 37215
401 Church Street	
Nashville, TN 37219	

Counsel for Husband is relieved of further representation of her client upon the expiration of thirty (30) days following the entry of the Final Decree.

Court costs in this matter shall be paid by Plaintiff.

ENTERED this the 15th day of February, 2012.

JUDGE

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APPROVED FOR ENTRY:

NEAL & HARWELL, PLC

Lisa Paige Binder, #024052
150 Fourth Avenue, North
Suite 2000
Nashville, TN 37219-2498
Phone: (615) 244-1713
Attorney for Plaintiff/ Husband

Janelle A. Simmons #022290
L & C Tower, Suite 2400
401 Church Street
Nashville, TN 37219
Phone: (615) 467-1801
Counsel for Defendant/Wife

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 15 day of FEBRUARY , 2012 , in the Case Number 11D297 between WALKER, ROBERT CALVIN Plaintiff, and WALKER, ELLEN SUE 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 twelve and in the 235th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

RICHARD R. ROOKER
CIRCUIT COURT CLERK