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

FILED
2011 SEP 13 AM 10:26
D.C.

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|---|---|---|
| **DELITSO GEE KASEGWE,** **Plaintiff,** | ) | |
| **vs.** | ) | **DOCKET NO.: 11D-1838** |
| **PATRICIA HOLLIMON,** **Defendant.** | ) | |

**FINAL DECREE**

This cause came to be heard on the 13th day of September, 2011, before the Honorable Carol Soloman, Judge, upon the pleadings, the notarized Marital Dissolution Agreement, the testimony and the record as a whole, from all of which the Court affirmatively finds that the parties have made fair and equitable distribution of their property and are entitled to an absolute divorce on the grounds of irreconcilable differences and that the Marital Dissolution Agreement is affirmatively approved as submitted.

It is therefore **ORDERED, ADJUDGED, and DECREED** that the Plaintiff be and hereby is awarded an absolute divorce from the Defendant and the parties are restored to all the rights and privileges of unmarried persons.

BILL GARRETT, Davidson County
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EIGHTH CIRCUIT

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2011 JUN 24 AM 8:43
RICHARD R. ROOKER, CLERK
D.C.

DALITSO GEE KASEGWE,
Plaintiff,

vs.

PATRICIA HOLLIMON,
Defendant.

DOCKET NO.: 11D1838

## MARITAL DISSOLUTION AGREEMENT

Comes now the parties and announce unto the Court that there are irreconcilable differences in their marriage and that they have entered into this agreement, subject to the Court's approval and the granting of an absolute divorce to the Plaintiff.

1. There are no minor children born of the marriage and none are expected.

2. Wife shall be awarded sole title to, interest in, and possession of all items of household furnishings, personal property and jewelry in her possession, free and clear of all claims of the Husband. Husband shall be awarded sole title to, interest in, and possession of all items of household furnishings, personal property and jewelry in his possession, free and clear of any claims of the Wife.

3. Wife shall be awarded sole title to, interest in, and possession of the 1999 Chevrolet truck which is paid for and which is titled to the Wife. Wife shall also be awarded sole title to, interest in, and possession of the Chrysler Pacifica which is titled to the Wife and which is subject to indebtedness. Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for the outstanding indebtedness on the vehicle. Husband shall be awarded sole title to, interest in, and possession of the 2001 Dodge Ram 1500 which titled to the Husband and which is paid for.

4. Wife owns a time-share in Florida. Wife shall be awarded sole title to, interest in, and possession of said time-share free and clear of the claims of the Husband The time-share is solely in the Wife's name.

5. Husband shall be awarded sole title to, interest in, and possession of the real property located 3201 Country Meadow Road, Antioch, Davidson County,

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Tennessee. There is no equity in said property. All of Wife's right, title, and interest in said property shall be divested from the Wife and shall be re-invested in the Husband. The property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 155 on the Plan of the Country, Section 4-A, as of record in Book 5200, Page 138 & 139, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Dalitso Gee Kasegwe, married by deed from Jerry M. Sterr, unmarried of record in Instrument Number 20071213-0153720, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing restrictions and easements of record.
>
> This conveyance is subject to any outstanding indebtedness.
>
> Map and Parcel No. 150-7-105.

Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding indebtedness on said property.

6. Wife shall be awarded sole title to, interest in, and possession of all monies on deposit and retirement plans in her name. Husband shall be awarded sole title to, interest in, and possession of all monies on deposit and retirement plans in his name.

7. Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for all debts incurred by the Wife both before and after the date of separation of the parties. Husband shall assume, be solely responsible for, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all debts incurred by the Husband both before and after the date of separation of the parties.

8. The parties affirmatively acknowledge that this marital dissolution agreement has divided all of the marital assets and liabilities of the parties and that there are no marital assets or debts of the parties which have not been disposed of under the terms of this agreement.

9. Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this agreement, including but not limited to, retirement accounts, IRA

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accounts, investment accounts or bank accounts. In the event that one party discovers that the other party has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, upon petition of either party, said assets shall be divided equally between the parties.

10. 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 thereof, such obligation is not a division of property but shall be deemed to be a support obligation under 11 USC Section 523(5), which is non-dischargeable in bankruptcy as to the other party.

11. Each party agrees to execute all documents, titles, and any other instrument necessary to give full force and effect to this agreement.

12. 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 or she shall also be entitled to a judgment for reasonable expenses, including the attorney's fees incurred in prosecuting the action.

13. It is understood and agreed between the parties that this agreement shall be submitted to the Court for ratification and incorporation into the final decree of divorce between the parties.

14. 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 obligation 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 party all rights for claims which each may have or hereafter acquired under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsey, 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.

15. This agreement shall be binding upon and inure for the benefit of the parties hereto, their personal representatives, heirs and assigns.

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16. 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 of this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

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

18. In the event that any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, and said provision shall be severable.

19. It is understood and agreed between the parties, as a part of this consideration for the execution of this agreement, each party shall be willing to execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

20. Subsequent to approval by the Court, this Marital Dissolution Agreement may be altered or amended only by an instrument in writing signed by each of the parties, and approved by the Court, and this requirement cannot be waived by oral agreement.

21. Wife agrees to waive personal service in the Court action presently being prepared, said action being styled Dalitso Gee Kasegwe vs. Patricia Hollimon, Docket No.: _____, and filed in the Circuit Court for Davidson County, Tennessee.

22. The parties further agree that the above settlement agreement is fair and reasonable and that the same may be offered into evidence at any hearing in an action for divorce and made a part of any final decree of divorce in the event any Court sees fit to grant a divorce.

23. The parties further agree that they have read the forgoing instrument and understand its terms therein and acknowledge that they have each received a copy of it.

**NOTICE PURSUANT TO *T.C.A. 36-4-134***

**The Final Decree of Divorce 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 agreement and decree for an account, any debt associated with an account, or any debt. (In other words, a creditor may still be**

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**able to sue you even if this document states that your spouse is to pay the debt.) It may be in a party's best interest to cancel, close, or freeze jointly held accounts.**

**IN WITNESS WHEREOF,** Husband has executed this agreement on this the 7 day of June, 2011 and Wife has executed this agreement on this the 13 day of June, 2011.

Dalitso Gee Kasegwe

Patricia Holliman

Gee File (Dalitso Gee Kasegwe)
MDA for ID Divorce, Circuit
Domestic Docs.

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**STATE OF TENNESSEE**

**COUNTY OF DAVIDSON**

**AFFIDAVIT**

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Dalitso Gee Kasegwe, with whom I am personally acquainted with and who acknowledged that he executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 1st day of June, 2011 at Nashville, Tennessee.

Notary Public

My Commission Expires: 11-5-14

ELAINE P. GRIGGS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 5, 2014

**STATE OF TEXAS**

**COUNTY OF** Brazos

**AFFIDAVIT**

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Patricia Hollimon, with whom I am personally acquainted with and who acknowledge that she executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 13 day of June, 2011 at College Station Texas.

Notary Public

My Commission Expires: 02-14-2015

DYLAN NORRIS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 2/14/15

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It is further **ORDERED** that the Martial Dissolution Agreement of the parties heretofore submitted to the Court is hereby approved and incorporated herein by reference and made an Order of this Court.

It is further **ORDERED** that upon the signing of this Order, the attorney for the Plaintiff is relieved of further duties as attorney of record for the Plaintiff in this cause.

It is further **ORDERED** that the costs of this cause shall be taxed against the Plaintiff, which execution may issue if necessary.

Enter this the 13th day of Sept., 2011.

Carol Soloman, Judge

APPROVED FOR ENTRY:

Martha Child, #7213
Attorney for Plaintiff
392 Harding Place, Suite 215
Nashville, TN 37211
(615) 834-4300

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a true and exact copy of the foregoing by postage prepaid mail upon Patricia Hollimon, 2500 Centre Park Lane, Apt. 101, College Station, TX 77840 on this the 13 day of Sept., 2011.

Martha Child

Final Decree ID N/Children
8th Circuit
DOMESTIC

**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 13 day of SEPTEMBER , 2011 , in the Case Number 11D1838 between KASEGWE, DALITSO GEE Plaintiff, and HOLLIMON, PATRICIA LASONYA 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 24 day of APRIL in the year two thousand twelve and in the 235th year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk

SEAL

