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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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2002 APR 24 PM 12:58
RICHARD R. ROOKER, CLERK
Tennessee D.C.

MARLA LYNNE MCDONALD,	]	
	]	
PLAINTIFF,	]	
	]	
VS.	]	NO. 00D3126
	]	
CHARLES STEVENSON MCDONALD,	]	
	]	
DEFENDANT.	]	

FINAL DECREE OF DIVORCE

This cause came on to be heard this 23rd day of April, 2002, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint of the Plaintiff, MARLA LYNNE MCDONALD, (Hereinafter referred to as "Wife"), answer of the Defendant, CHARLES STEVENSON MCDONALD (Hereinafter referred to as "Husband"), said answer being withdrawn, and testimony of the plaintiff by interrogatories, and statement of counsel, all in open Court. From all of which the Court was of the opinion and found that the parties have encountered such irreconcilable differences in their marriage that a final decree of divorce should be awarded pursuant to TENNESSEE CODE ANNOTATED, Section 36-4-101 (11).

IT IS **THEREFORE, ORDERED, ADJUDGED AND DECREED** that the Wife, be and is hereby awarded an absolute divorce of and from the defendant, Charles Stevenson McDonald, (hereinafter referred to as "Husband"), and that the bonds of matrimony heretofore subsisting by and between the parties be and they are completely and forever dissolved and that the Wife be and she is hereby restored to all of the rights and privileges of an unmarried person.

IT IS **FURTHER, ORDERED, ADJUDGED AND DECREED** that the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any and all property rights between said parties, and that the said Marital Dissolution Agreement and Permanent Parenting Plan are hereby approved and ratified by the Court and are incorporated as Order of this Court set out as follows:

Davidson County DEEDDIV
Recvd: 05/09/12 15:11 12 pgs
Fees:62.00 Taxes:0.00
20120509-0040263

Record & Return To:
Clarity Title, LLC
815 Loretta Dr.
Goodlettsville, TN 37072
615-448-6494
12-0256T

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARLA LYNN MCDONALD	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Docket No. 00D3126**
	)	
CHARLES STEVENSON MCDONALD	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, this Marital Dissolution Agreement is made between Charles Stevenson McDonald, hereinafter called "Husband," and Marla Lynn McDonald, hereinafter called "Wife;" and,

WHEREAS, these parties have been married since June 6, 1993, and there have been no children born of this union; and,

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Circuit Court of Davidson County, Tennessee and docketed at Number OOD3126; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested and to tender this Agreement to the Court for approval and in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties own real property located at 2636 Solon Drive, Tennessee, and items of personal property;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

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DIVORCE

It is agreed between the parties that the Court may grant the Wife a divorce on the grounds of irreconcilable differences pursuant to T.C.A. section 36-4-101(14).

REAL PROPERTY

The real property located at 2636 Solon Drive, Nashville, Tennessee, titled in both the Husband's and the Wife's names shall be vested solely in the Husband. Wife shall be divested of all right, title, and interest in said property; and all right, title, and all interest in said property shall be vested in Husband.

Wife shall execute a quit claim deed conveying her entire interest in said real property, as described below, simultaneous with the signing of this agreement.

> Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of Rosebank Terrace, Section II, of record in Book 5210, Page 31, Register's Office for said County. Said Lot No. 7 fronts 72.00 feet on the Easterly line and 137.82 on the Westerly line to a dead line in the rear, measuring 73.52 feet thereon.
>
> Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701 et seq.) And the Department of Housing and Urban Development Act (79 Stat. 667), by deed dated September 9, 1997, and recorded in Book 10608, Page 468, Register's Office for Davidson County, Tennessee.

The Husband shall be entitled to take the federal income tax deduction for mortgage interest and real estate taxes paid for the tax year 2001.

PERSONAL PROPERTY

(a) AUTOMOBILES. It is agreed by and between the parties that the Mazda 626, which is titled in both the Husband and Wife's name, shall be vested solely in the Husband and divested from Wife. Husband shall be fully responsible for any payment of the indebtedness due on said automobile and shall indemnify and hold Wife harmless on the same. Wife shall execute any and all documents necessary to transfer title of said automobile to Husband.

It is agreed by and between the parties that 1972 Ford pickup, which is the non-marital property of the Husband titled in Husband's name shall be vested solely in husband.

(b) HOUSEHOLD FURNITURE, FIXTURES, AND APPLIANCES. The parties have heretofore divided their personal property between themselves. All furniture, furnishings, appliances and personal effects presently located in the real property in the possession of the Husband shall be his sole and separate property. All furniture, furnishings, appliances and personal effects in the possession of Wife shall be her sole and separate property.

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(c) BANK ACCOUNTS. The parties acknowledge and stipulate that they have already divided any and all bank accounts. Each party relinquishes any claim that they may have in any funds in the bank account in the name of the other.

RETIREMENT PLANS

The parties acknowledge that they have no retirement plans to divide.

ALIMONY

Neither party makes any claim for alimony against the other, either now or in the future.

MARITAL DEBTS

The parties acknowledge there is a First Mortgage through City Mortgage on the property located at 2636 Solon Drive. Husband agrees to assume the sole responsibility for this debt and shall hold the Wife harmless for any and all liability in connection therewith. The parties acknowledge there is a second mortgage through City Financial on the property located at 2636 Solon Drive, Husband agrees to assume sole responsibility and shall hold the Wife harmless for any and all liability in connection therewith.

Husband will pay to Blue Cross and Blue Shield the amount of $931.38 for the back payments due for the Wife's insurance premiums representing premiums up until the date she left the marital residence Husband shall hold the Wife harmless for any and all liability in connection therewith.

Husband will assume the account with AmeriCredit for the Mazda 626 payment Husband shall hold the Wife harmless for any and all liability in connection therewith.

Husband will assume all outstanding utility bills at the residence including the Metro Water, NES, Bell South, and ADT alarm system and shall hold the Wife harmless for any and all liability in connection therewith.

Husband will assume and pay the indebtedness to Capital One in the approximate amount of $581.00 and shall hold the Wife harmless for any and all liability in connection therewith.

Husband will assume and pay the indebtedness to Hurley Bank and the Betaseron Credit Program and shall hold the Wife harmless for any and all liability in connection therewith.

Husband will assume and pay the 1997 IRS debt in the amount of $600.00 and shall hold the Wife harmless for any and all liability in connection therewith.

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LIFE INSURANCE

Husband agrees to execute any necessary documentation to remove his name as the beneficiary of the Wife's life insurance plan. Wife agrees to execute any necessary documentation to remove her name as the beneficiary of his life insurance plan.

ATTORNEY FEES

Each party will be responsible for his/her own attorney fees.

COURT COSTS

The Husband shall be responsible for the litigation tax and all costs of court incurred as a result of the pending action for absolute divorce.

FURTHER NECESSARY ACTS

Both parties will sign any and all deed, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

NO OTHER ASSETS

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

NO FURTHER ENCUMBRANCES

Neither party will further encumber the credit of the other from and after the date of signing this Agreement. If either party does incur such a debt, the party shall indemnify and hold harmless the other party to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorneys fees.

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. It is further agreed that neither party shall molest or threaten or harass the other, nor compel or endeavor to compel the other to cohabit or dwell with him or her.

ESTATE WAIVER

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

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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, right to take against the will or 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 the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

ENTIRE AGREEMENT

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

ENFORCEMENT

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

NO UNDUE INFLUENCE

It is understood and agreed that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not stated herein. The provisions in this Agreement and their legal effect are fully known by each of the parties and each of the parties acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily. The parties have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that he/she read the Agreement, that it is fair and equitable, and that he/she will abide by the provision of this Agreement.

SEVERABILITY

In the event that 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.

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AFTER-ACQUIRED PROPERTY AND DEBT

The parties acknowledge that between the date of the execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real or personal or mixed, or debt. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim or the other.

WITNESS OUR HANDS, this 19 day of February, 2002, as to the Wife, and this 17 day of Jan, 2002, as to the Husband.

OATH

STATE OF ~~TENNESSEE~~ Alabama]
COUNTY OF ~~DAVIDSON~~ Madison]

MARLA LYNN MCDONALD, being first duly sworn, makes oath in due form of law that the statements contained in the foregoing Marital Dissolution Agreement are true in substance and in fact, that this Complaint is made in sincerity and truth for the causes and reasons stated therein.

MARLA LYNN MCDONALD

Sworn to and Subscribed to before me this 19 day of February, 2002

NOTARY PUBLIC

My commission expires: My Commission Expires 12-20-~~2004~~

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

CHARLES STEVENSON MCDONALD, being first duly sworn, makes oath in due form of law that the statements contained in the foregoing Marital Dissolution Agreement are true in substance and in fact, that this Complaint is made in sincerity and truth for the causes and reasons stated therein.

CHARLES STEVENSON MCDONALD

Sworn to and Subscribed to before me this 17 day of January, 2002

NOTARY PUBLIC

My commission expires: 3/26/05

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Address New Owner:	Map-Parcel Numbers:
Charles Stevenson McDonald 2636 Solon Drive Nashville, Tennessee 37206	Map & Parcel 84-1-168
Send Tax Bills To:	Address of Mortgagee:
Charles Stevenson McDonald 2636 Solon Drive Nashville, Tennessee 37206	
This instrument prepared by: BLACKBURN & MCCUNE, P.C., 201 4th Avenue North, Suite 1700, Nashville, Tennessee 37219.	

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, MARLA LYNN MCDONALD (the "Grantor"), by these presents does hereby sell, assign, and forever quitclaim unto CHARLES STEVENSON MCDONALD (the "Grantee"), Grantee's heirs and assigns, all of Grantor's right, title, and interest in and to a certain tract or parcel of real estate in Davidson County, Tennessee, described as follows to-wit:

Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of Rosebank Terrace, Section II, of record in Book 5210, Page 31, Register's Office for said County. Said Lot No. 7 fronts 72.00 feet on the Easterly line and 137.82 on the Westerly line to a dead line in the rear, measuring 73.52 feet thereon.

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. 1701 et seq.) And the Department of Housing and Urban Development Act (79 Stat. 667), by deed dated September 9, 1997, and recorded in Book 10608, Page 468, Register's Office for Davidson County, Tennessee.

This is the improved property known as **2636 Solon Drive, Nashville, Tennessee 37206**

This Property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

WITNESS the hand of the Grantor, this 19th day of February, 2002

Marla Lynn McDonald

MARLA LYNN MCDONALD

Copy

STATE OF ~~TENNESSEE~~ Alabama
COUNTY OF ~~DAVIDSON~~ Madison

The actual consideration for this transfer is $ 0 . Consideration is property settlement as a result of divorce.

Marla K. McDonald
Affiant

Subscribed and sworn to before me this 19 day of February, 2001.

Notary Public
My Commission Expires 12-20-2004

My Commission Expires: _____

STATE OF ~~TENNESSEE~~ Alabama
COUNTY OF Madison

Personally appeared before me, Jennifer Willis, a Notary Public in and for said County and State, the within named Marla Lynn McDonald, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at SouthTrust _____, this 19 day of February, 2002.

Notary Public
My Commission Expires 12-20-2004

My Commission Expires: My Commission Expires 12-20-2004

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It Is Further **ORDERED, ADJUDGED AND DECREED** that the original complaint is amended to show that the parties were married on June 6, 2001.

It Is Further **ORDERED, ADJUDGED AND DECREED** that the unpaid Court costs of this cause shall be and the same are hereby expressly taxed against the Husband for which execution may issue if necessary.

Enter this 24th day of April, 2002.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

DONALD ARKOVITZ, #2954
Attorney for Wife
332 White Bridge Road
Nashville, TN 37209
615/356-2896

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing order has been mailed to the following:

Audrey L. Anderson, Esq.
SunTrust Building, Suite 1700
Nashville, TN 37219

this the 24th day of April, 2002.

DONALD ARKOVITZ

STATE OF TENNESSEE

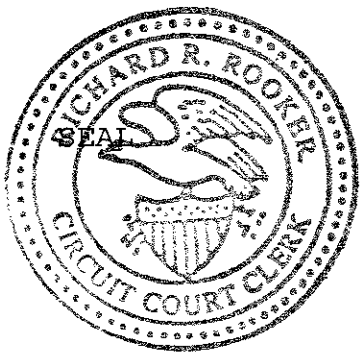
I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 24 day of APRIL , 2002 , in the Case Number 00D3126 between MCDONALD, MARLA LYNNE Plaintiff, and MCDONALD, CHARLES STEVENSON 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 12 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



Certificate of Authenticity

I, Julia A. Hirt, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Sumner

Personally appeared before me, Quenn N Crum, a notary public for this county and state, Julia A. Hirt who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 4/20/15.

QUENN N. CRUM
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY