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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CATHERINE CHRISTINA KELLEY NOURSE, Plaintiff,	)	2011 NOV 23 AM 10:25
v.	)	Docket No. 08D-2964
MITCHELL EDWARD DAVIS, Defendant.	)	**NOTICE OF ENTRY REQUESTED**

FINAL DECREE

This cause came to be heard on the 23rd day of November, 2011, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Catherine Christina Kelley Nourse, be, and hereby is, awarded an absolute divorce from the Husband on the grounds of irreconcilable differences, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between

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the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2011 NOV 23 AM

CATHERINE CHRISTINA KELLEY NOURSE, Plaintiff,	)	
v.	)	Docket No. 08D-2964
MITCHELL EDWARD DAVIS, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Eighth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 08D-2964.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

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

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

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II.

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.

III.

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.

IV.

ALIMONY

Husband shall pay transitional alimony to Wife in the amount of $1,000.00 per month for a period of eighteen months, beginning December 1, 2011 and the 1st of each and every month thereafter. This transitional alimony shall cease upon Wife's remarriage or death or Husband's death.

V.

CHILD CUSTODY, VISITATION AND SUPPORT

There are no minor children born of this marriage.

VI.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

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VII.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Each party will be awarded the personal property currently in their possession.

VIII.

AUTOMOBILES

Husband is awarded the 2005 Chevy Tahoe. He shall assume and pay the outstanding indebtedness owing thereon and shall hold Wife harmless from any liability thereon. Wife's name is not on this debt. Wife shall be awarded the 1996 Ford Explorer..

IX.

REAL PROPERTY

Husband is awarded all right, title and interest in the marital residence located at 7048 Still Spring Hollow Drive, Nashville, Tennessee, more fully described as follows:

> Land in Davidson County, Tennessee, being Lot 76, PLAN OF STILL SPRING HOLLOW, SECTION 1, PHASE 1, FIRST REVISION, as shown on plat of record in Plat Book 7900, Page 135, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.
>
> Being the same property conveyed to Mitchell Davis by deed from Angelle R. Rosata and husband, John Rosata III, of record in Instrument No. 20060809-0097717, Register's Office of Davidson County, Tennessee.

All right title and interest of Wife, Catherine Christina Kelley Nourse, in the above-described real property is hereby divested out of her completely and reinvested solely in Husband, Mitchell Edward Davis. Husband shall assume the debt thereon and hold Wife harmless thereon. The parties acknowledge that neither have made a payment on the mortgage in approximately three years. This property was damaged in the May 2009 flood. Both parties acknowledge and understand that neither have the financial ability to refinance.

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Husband is awarded all right, title and interest in the real property located at 5090 Blue Hole Road, Antioch, Tennessee 37013. Husband owned this real property prior to the parties' marriage and Wife's name is not on the debt. Any and all interest Wife may have in and to the said real property by virtue of her marriage to Mitchell E. Davis, is hereby divested out of her completely and reinvested solely in Wife.

XI.

DEBTS

Each party shall be responsible for the debts in their individual names. Husband shall be responsible for any monies owing to the IRS from any jointly filed tax returns and he shall hold Wife harmless from any liability thereon.

XII.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs in enforcement of the same.

XIII.

ACCEPTANCE BY THE PARTIES

With respect to each party's responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that pursuant to the Bankruptcy Abuse, Prevent and Consumer Protection Act of 2205, that the parties intend the various payments and obligations contained herein be in the nature of a domestic support obligation and therefore are intended to be non-dischargeable even though a

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bankruptcy court may determine later that the payments and obligations contained herein are dischargeable.

XIV.

NOTICE PURSUANT TO T.C.A. §36-4-134

T.C.A. §36-4-134. Notice that the decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property.

> (a) Every final decree of divorce granted on any fault ground of divorce and every marital dissolution agreement shall contain a notice that the decree 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. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.
>
> (b) failure to include the notice required by subsection (a) shall not affect the validity of the decree of divorce, legal separation or annulment.

XV.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XVI.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

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XVII.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XVIII.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XIX.

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XX.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees.

Witness our hands, this 22 day of NOV, 2011, as to the Wife and the 22 day of NOV, 2011, as to the Husband.

Catherine Christie Kelley Nourse

CATHERINE CHRISTINA KELLEY NOURSE

Copy

MITCHELL EDWARD DAVIS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Catherine Christina Kelley Nourse, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22 day of NOV, 2011.

NOTARY PUBLIC

My Commission Expires: 3/3/2014

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Mitchell Edward Davis, 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 Nashville, Tennessee, this 22 day of NOV, 2011.

NOTARY PUBLIC

My Commission Expires: 3/3/2014

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It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against Mitchell Edward Davis, 7048 Still Spring Hollow Drive, Nashville, Tennessee 37221, which amount is reduced to judgment for which let execution issue, if necessary.

ENTER this 23rd day of Nov, 2011.

CAROL SOLOMAN, JUDGE

APPROVED FOR ENTRY:

LEWIS A. WILLIAMS, #24801
176 Second Avenue North, Suite 501
Nashville, TN 37201
(615) 255-2893

CHERIE CASH-RUTLEDGE, #22457
303 North Walnut Street
Murfreesboro, TN 37130
(615) 225-5290

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on Cherie Cash-Rutledge, 303 North Walnut Street, Murfreesboro, TN 37130, by placing same in the U. S. Mail, postage prepaid, on this the 22nd day of November, 2011.

LEWIS A. WILLIAMS

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CERTIFICATE OF SERVICE

DOCKET NO. 08D2964

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 28TH day of NOVEMBER, 2011.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

LEWIS A. WILLIAMS, ATTORNEY
176 2ND AVE. NORTH, SUITE 501
NASHVILLE, TN 37201

CHERIE CASH-RUTLEDGE, ATTORNEY
303 NORTH WALNUT ST.
MURFREESBORO, TN 37130

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 23 day of NOVEMBER , 2011 , in the Case Number 08D2964 between NOURSE, CATHERINE CHRISTINA KELLEY Plaintiff, and DAVIS, MITCHELL EDWARD 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 01 day of AUGUST in the year two thousand twelve and in the 236th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

