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RICHARD R. ROOKER, CLERK
D.C.

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

MIKELLE CHRISTINE FREES,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Docket No. 12D693
	)	
NICHOLAS ANDREW FREES,	)	NOTICE OF ENTRY REQUESTED
	)	
Defendant	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 31st day of July, 2012, before the Honorable Philip Smith, Judge of the Fourth Circuit Court for Nashville, Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Wife, MIKELLE CHRISTINE FREES, should be and is hereby granted an absolute divorce from the Husband, NICHOLAS ANDREW FREES, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of 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 adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

BILL GARRETT, Davidson County
Trans:T20120066735 DEEDDIV
Recvd: 09/06/12 09:32 18 pgs
Fees:92.00 Taxes:0.00
20120906-0080508

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2012 MAY 18 PM 2:20

RICHARD R. ROOKER, CLERK

MIKELLE CHRISTINE FREES,

Plaintiff,

vs.

NICHOLAS ANDREW FREES,

Defendant.

Docket No. 12D693

MARITAL DISSOLUTION AGREEMENT

WHEREAS, MIKELLE CHRISTINE FREES, (hereinafter referred to as the "Wife") and NICHOLAS ANDREW FREES, (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

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WHEREAS, the parties own real property and do own some items of personal property;

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

I. NO INTERFERENCE.

It is agreed by and between the parties, that 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 nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 2007 Ford Escape which she drives as her vehicle, titled in the Husband and Wife's names. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the 2006 Chystler PT Cruiser, which he drives as his vehicle, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

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b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items listed below.

Husband shall be able to take from the Home when he moves:

1. Tool Chest and all tools
2. Cutting Tray
3. Cornhole
4. 50" TV and Blue Ray Player
5. King Size Bed
6. Three Night Stands
7. Filling Cabinet and Black Night Stand
8. Childhood Dresser and Night Stand
9. Small TV
10. One Cream Dresser from Master Bed Room
11. Leyland

Wife shall keep in the Home:

1. All Kitchen and Living Room furnishings/furniture other than those mentioned above.
2. Grill
3. Lawnmower, weed eater, lawn equipment, ladder, and all other home maintenance equipment.
4. Ladder Golf
5. 42" TV and Wii
6. Patio Tables and Chairs
7. Two Queen Beds
8. Black Dresser and Desk

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9. Cream Dresser

10. Wood Card Table

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any marital interest that he might have in the real property owned by the parties located at 4721 Hickory Way, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 31, on the Plan of Hickory Woods, Section 1, of record in Book 6900, Page 509, Page 166, Register's Office for said County, to which plan reference is hereby made for a more complete description.

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Being the same property conveyed to Dervin E. Stoutt and Alysia A. Jones, unmarried persons by deed from Holigan Family Investments, Inc., dated May 6, 1997, recorded May 9, 1997, of record in Book 10448, Page 848, Register's Office for Davidson County, Tennessee.
Further being the same property conveyed to Secretary of Housing and Urban Development of Washington D.C. by Trustee's deed from Tony Brasuell, as Co-Trustee, dated May 22, 2008, recorded June 30, 2008, of record in Instrument No. 20080630-0067027, Register's Office for Davidson County, Tennessee.
Further being the same property conveyed to Henry Garrett, married by deed from Secretary of Housing and Urban Development of Washington D.C., dated September 30, 2008, recorded October 6, 2008, of record in Instrument No. 20081006-0101221, Register's Office for Davidson County, Tennessee.
Further being the same property conveyed to Nick Frees, unmarried, and Mikelle Lintz, unmarried, by deed from Henry Garrett, dated May 15, 2009, of record in Plat Book 6900, Page 509, Register's Office for Davidson County, Tennessee.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that Wife shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan with Life Point Hospitals, Inc.. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that he might have in the retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of Husband in the retirement/pension/profit sharing plan of the Wife shall be divested from him and reinvested in the Wife, so that Wife shall own her

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retirement/pension/profit sharing plan as her sole property, free and clear of any interest or claim of the Husband.

The parties acknowledge that the Husband has acquired an interest in a retirement/pension/profit sharing plan with Williamson County Schools. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the retirement/pension/profit sharing plan of the Husband. It is agreed by and between the parties that the interest of the Wife in the retirement/pension/profit sharing plan of the Husband shall be divested from her and reinvested in the Husband, so that the Husband shall own his retirement/pension/profit sharing plan as his sole property, free and clear of any interest or claim of the Wife

VI. MARITAL DEBTS.

It is agreed by and between the parties that the parties have incurred joint marital debt during the marriage.

NOTICE: The Martial Dissolution Agreement and 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 Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

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VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2011. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2012 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2012 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the Wife.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

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XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and 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 others property, including without limitation, dower, courtesy, 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/trix 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.

XV. 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 by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

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XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably 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 fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

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

May 1st – Nick will have all accounts, both cell phone and car insurance, transferred to his own name/payment system. Mikelle will make a payment to Nick by check of $1,000, to be cashed within 1 week by Nick.

June 1st- Nick is to be moved out of home, return keys/garage opener, and have mail forwarded to new address. Mikelle will make a 2nd payment to Nick by check of $2,163, satisfying their financial agreement and to be cashed within 1 week by Nick.

August 1st – Mikelle must have mortgage refinance completed by this date and Nick's name removed from Mortgage loan and homeowners insurance.

XVIII. NO UNDUE INFLUENCE.

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

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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.

XIX. 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.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. 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 of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. 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.

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XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife's maiden name of MIKELLE CHRISTINE LINTZ be restored to her.

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WITNESS OUR HANDS, this 3rd day of May, 2012 as to the Wife, and this 10th day of May, 2012 as to the Husband.

MIKELLE CHRISTINE FREES

NICHOLAS ANDREW FREES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MIKELLE CHRISTINE FREES, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 3RD day of May, 2012.

NOTARY PUBLIC

SANDRA BOLDEN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY Commission Expires September 9, 2014

My Commission expires: 9/9/2014

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, NICHOLAS ANDREW FREES, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 10th day of May, 2012.

NOTARY PUBLIC

My Commission expires: 2/8/14

DREW CLUM STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

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It is, further, ORDERED, ADJUDGED, and DECREED that all right, title, and interest that the Husband might have in the real property owned by the parties located at 4721 Hickory Way, Antioch, Davidson County, Tennessee, and more particularly described below, is divested out of Husband and is reinvested in the Wife and the Wife owns this property free and clear of any interest or claim of the Husband.

> Land in Davidson County, Tennessee, being Lot No. 31, on the Plan of Hickory Woods, Section 1, of record in Book 6900, Page 509, Page 166, Register's Office for said County, to which plan reference is hereby made for a more complete description.
> Being the same property conveyed to Dervin E. Stoutt and Alysia A. Jones, unmarried persons by deed from Holigan Family Investments, Inc., dated May 6, 1997, recorded May 9, 1997, of record in Book 10448, Page 848, Register's Office for Davidson County, Tennessee.
> Further being the same property conveyed to Secretary of Housing and Urban Development of Washington D.C. by Trustee's deed from Tony Brasuell, as Co-Trustee, dated May 22, 2008, recorded June 30, 2008, of record in Instrument No. 20080630-0067027, Register's Office for Davidson County, Tennessee.
> Further being the same property conveyed to Henry Garrett, married by deed from Secretary of Housing and Urban Development of Washington D.C., dated September 30, 2008, recorded October 6, 2008, of record in Instrument No. 20081006-0101221, Register's Office for Davidson County, Tennessee.
> Further being the same property conveyed to Nick Frees, unmarried, and Mikelle Lintz, unmarried, by deed from Henry Garrett, dated May 15, 2009, of record in Plat Book 6900, Page 509, Register's Office for Davidson County, Tennessee.

It is, further, ORDERED, ADJUDGED, and DECREED that the Wife, MIKELLE CHRISTINE FREES, shall be restored to her maiden name of LINTZ and henceforth, Wife's legal name shall be MIKELLE CHRISTINE LINTZ.

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It is, further, ORDERED, ADJUDGED and DECREED that each party is placed on NOTICE that the Martial Dissolution Agreement and this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed to against a party or a party's property, even though the party is not responsible under the terms of this Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

It is, further, ORDERED, ADJUDGED, and DECREED that the costs of this cause should be and are hereby taxed to the Wife.

The address of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
4721 Hickory Way	4721 Hickory Way
Antioch, TN 37013	Antioch, TN 37013

ENTERED THIS THE 31st DAY OF July, 2012.

PHILIP SMITH, JUDGE

APPROVED FOR ENTRY

ROBERT J. TURNER & ASSOC., P.C.

Robert J. Turner, #015107
Attorney for Wife
208 Third Avenue North, Ste. 100
Nashville, TN 37201
(615) 259-2660

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (XX) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Nicholas Andrew Frees
4721 Hickory Way
Antioch, TN 37013

This the 31st day of July, 2012.

Robert J. Turner

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 12D693

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 2ND day of AUGUST, 2012.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

ROBERT J. TURNER, ATTORNEY
ROBERT J. TURNER & ASSOC.
208 3RD AVE. NORTH, SUITE 100
NASHVILLE, TN 37201

NICHOLAS ANDREW FREES
4721 HICKORY WAY
ANTIOCH, TN 37013

After Recording Return to:

Homeland Title, LLC
1896 General George Patton Drive
Franklin, TN 37067

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 31 day of JULY , 2012 , in the Case Number 12D693 between FREES, MIKELLE CHRISTINE Plaintiff, and FREES, NICHOLAS ANDREW 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 31 day of AUGUST in the year two thousand twelve and in the 236th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

RICHARD R. ROOKER CIRCUIT COURT CLERK