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

SUESAN L. MALEKI,
Plaintiff,

vs.

DAVID PRICE,
Defendant.

DOCKET NO.: 12D-1177

FILED
2012 JUL 10 PM 2:34
RICHARD R. ROOKER, CLERK
D.C.

FINAL DECREE

This cause came to be heard on the 10th day of July, 2012, before the Honorable Phillip Robinson, 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 adequate and sufficient provisions by written agreement for the equitable settlement of all property rights between the parties 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.

It is further **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement of the parties is hereby approved and ratified by the Court and is incorporated as an Order of this Court and set out as follows:

BILL GARRETT, Davidson County
Trans:T20120069147 DEEDDIV
Recvd: 09/14/12 08:32 9 pgs
Fees:47.00 Taxes:0.00
20120914-0083393

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THIRD CIRCUIT

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2012 APR 13 AM 9:40

RICHARD R. ROOKER, CLERK

D.C.

SUESAN L. MALEKI,
Plaintiff,

vs.

DAVID PRICE,
Defendant.

DOCKET NO.: 1201177

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. Wife owned real property located at 92 Vaden Drive, Nashville, Tennessee 37211 prior to the parties' marriage. All of Husband's marital right, title, and interest in said property shall be divested from the Husband and shall be re-invested in the Wife. The property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 221 on the Plan of Glencoe Acres, Section II, of record in Book 1835, pages 136, 137 and 138, Register's Office for said County.
>
> Said Lot No. 221 fronts 82 feet on the easterly side of Vaden Drive and runs back between lines 195 feet on the northerly side and 177 feet on the southerly side to a dead line in the rear measuring 117.5 feet on said dead line.
>
> Being the same property conveyed to Suesan Lee Maleki by deed from Ruby C. Lester, of record in Instrument Number 20060717-0085415, Register's Office for Davidson County, Tennessee.
>
> Map – Parcel Number: 133-4-24.

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

2. The parties have no minor children and none are expected.

3. Husband shall be awarded sole title to, interest in, and possession of his business called Nashville Jerk, a spice making business. Husband shall be awarded all of

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the personal property associated with Nashville Jerk and he shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all liabilities associated with Nashville Jerk.

4. Husband shall be awarded sole title to, interest in, and possession of his mother's dining room table and buffet, two marble top dressers which he owned prior to the parties' marriage, the large mirror, 32" television, recliner, items which were gifted to him, kitchen utensils and his clothing and jewelry. Husband shall also be awarded sole title to, interest in, and possession of all personal property which is located at his residence. Wife shall be awarded sole title to, interest in, and possession of all remaining items located at 92 Vaden Drive, Nashville, Tennessee and her clothing and jewelry.

5. Husband shall be awarded sole title to, interest in, and possession of the Chevrolet Silverado truck which is paid for and which is titled to the Husband. Wife does not own a car. She shall be awarded exclusive use of the lease vehicle which she drives. She shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for all remaining lease payments.

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

7. 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. 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.

8. The parties affirmatively acknowledge that this marital dissolution agreement has disposed of 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. Husband agrees to waive personal service in the Court action presently being prepared, said action being styled Suesan L. Maleki vs. David Price, Docket No.: 12D1177 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, Wife has executed this agreement on this the 2 day of April, 2012 and Husband has executed this agreement on this the 2 day of April, 2012.

Suesan L. Maleki

David Price,

Suesan Maleki File
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 Suesan L. Maleki, with whom I am personally acquainted with and who acknowledged that she executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 2nd day of April, 2012 at Nashville, Tennessee.

Elaine P. Griggs
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 TENNESSEE

COUNTY OF DAVIDSON

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named David Price, with whom I am personally acquainted with and who acknowledge that he executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 2nd day of April, 2012 at Nashville, Tennessee.

Elaine P. Griggs
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

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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, for which execution may issue if necessary.

Enter this the 10 day of July, 2012.

Phillip Robinson, 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 David Price, 2824 St. Edwards Drive, Nashville, TN 37211 on this the 10 day of July, 2012.

Martha Child

Final Decree ID N/Children
3rd 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 THIRD Circuit Court for Davidson County, Tennessee, on the 10 day of JULY , 2012 , in the Case Number 12D1177 between MALEKI, SUESAN Plaintiff, and PRICE, DAVID 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 10 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

RICHARD R. ROOKER
CIRCUIT COURT CLERK