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OCT 03 2012

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

ENTERED
AT 1:40 PM
OCT 9 2012

MICHAEL KELLY HUNT,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**DOCKET NO. 2012CV122**
	)	***Notice of Entry Requested*** ✓
MARIA OLIMPIA HUNT,	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came before the Honorable Charles K. Smith, Chancellor of the Chancery Court for Wilson County, Tennessee, upon the Complaint for Divorce filed on April 24, 2012, by the Plaintiff, Michael Kelly Hunt hereinafter referred to as "Husband", against the Defendant, Maria Olimpia Hunt hereinafter referred to as "Wife". Based upon Husband's Complaint for Divorce, submission to the Court of a duly executed written and notarized Marital Dissolution Agreement and the record as a whole, it appears to the Court that irreconcilable differences have arisen between the parties sufficient to entitle the Husband to an absolute divorce upon the grounds of irreconcilable differences as contemplated by Tenn. Code Ann. § 36-4-101(a)(14). Further, the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for a fair and equitable settlement of any and all property rights between the parties. Further, the Court affirmatively finds, as required by Tenn. Code Ann. § 36-4-134(a), that the Marital Dissolution Agreement gives notice to the parties that this Final 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 Marital Dissolution Agreement, for an account, any debt associated with an account or any debt and that it may be in

a party's best interest to cancel, close or freeze any jointly held accounts. Further, the Court affirmatively finds that the sixty (60) day waiting period has elapsed as required by statute.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that Husband be granted an absolute divorce upon the grounds of irreconcilable differences from the Wife dissolving the bonds of matrimony that have heretofore subsisted between the parties, and that the parties be restored to all the rights and privileges of unmarried persons.

It is, further, **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement, heretofore executed by the parties and presented with this Final Decree of Divorce, are approved by the Court and incorporated into this Final Decree of Divorce by copying verbatim as follows:

It is, further, **ORDERED, ADJUDGED** and **DECREED** that the court costs associated with this action, in addition to those paid at the time of filing, shall be paid by Husband according to the terms of the Marital Dissolution Agreement.

It is, further, **ORDERED, ADJUDGED and DECREED** that the Wife shall be restored to her maiden name of **Maria Olimpia Melo Campos.**

ENTERED on this the 9th day of Oct, 2012.

CK Smith
CHARLES K. SMITH, CHANCELLOR

APPROVED FOR ENTRY:

BILLY J. MARLOWE #24146
Marlowe Law Offices, PLLC
Parkway Towers, Suite 1613
404 James Robertson Parkway
Nashville, Tennessee 37219
(615) 244-9190
(615) 244-9196 Facsimile

Attorney for Husband

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.
30th day of October, 2012
BARBARA WEBB, CLERK & MASTER
Barbara Webb D. C&M

CLERK & MASTER WILSON COUNTY, TENN. LEBANON

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 1st day of October, 2012, a true and exact copy of the foregoing Final Decree of Divorce has been forwarded to the persons listed below:

Maria Hunt
109 Claudia Drive
Old Hickory, Tennessee 37138

by the method identified as follows:

X	U.S. Mail, Postage Prepaid
	Hand Delivered
	Overnight Delivery Service
	Certified Mail, Return Receipt Requested
	Facsimile

BILLY J. MARLOWE

ORIGINAL

FILED
A.M. 12:40 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

MICHAEL KELLY HUNT,	)	
	)	
Plaintiff/Husband,	)	
	)	
v.	)	**DOCKET NO.** 2012CV129
	)	
MARIA OLIMPIA HUNT,	)	
	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Michael Kelly Hunt (hereinafter referred to as "Husband") and Maria Olimpia Hunt hereinafter referred to as "Wife") subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past and are presently living separate and apart; *and*

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future. Further, it is their intention that such contract will be effective with respect to all of their property and other matters of concern; *and*

WHEREAS, the parties understand that Husband will file a Complaint for Divorce in the Chancery Court for Wilson County, Tennessee, and will proceed to obtain an absolute divorce based upon the grounds of irreconcilable differences pursuant to Tenn. Code Ann. § 36-4-103.

Further, Wife understands by signing this Agreement before a Notary Public that she **waives service of process** and **waives filing an Answer to Husband's Complaint for Divorce** and that same shall constitute a general appearance before this Honorable Court giving personal jurisdiction over the Wife for the purpose of granting a divorce on the grounds of irreconcilable differences. Further, the parties understand that this Agreement will be submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. DIVORCE:

The parties agree that this Marital Dissolution Agreement shall be presented to the Court as soon as possible from and after the date of its execution and, upon approval by the Court, shall be incorporated into a Final Decree of Divorce awarding Husband a divorce based on the allegations of irreconcilable differences as set forth in the Complaint for Divorce.

2. MINOR CHILDREN:

The parties have no minor children and none are expected.

3. REAL PROPERTY:

a) 109 Claudia Drive, Old Hickory, Tennessee 37138. The parties acknowledge that they are the owners of a house and lot located at 109 Claudia Drive, Old Hickory, Tennessee 37138, that served as the marital residence, which is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot 31, THE KNOLL, as shown on plat of record in Plat Book 2330, Page 94, 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 Michael Hunt and wife, Maria Olimpia Hunt from Christeena Hunt nka Christeena Carr, by Quitclaim Deed dated March 25, 2011 and recorded on April 4, 2011, in Instrument No. 20110404-0025593, in the Register's Office of Davidson County, Tennessee.

Wife waives all interest in said property. If Husband chooses to sell said property, Wife will sign all necessary paperwork to facilitate the sale of the property. Husband will receive all equity in said property; however if there shall be no equity, Husband shall be responsible for any indebtedness on this real property and will hold Wife harmless on any other liability associated therein.

4. PERSONAL PROPERTY:

a) Household Furniture and Furnishings

During the marriage, the parties have accumulated household furniture and furnishings. The parties agree that the household furniture and furnishings have been divided to the mutual satisfaction of the parties and that each is awarded as their sole and separate property all of the household furniture and furnishings currently in their possession with the other party being divested of any interest therein.

b) Vehicles

1) 2002 Toyota Tacoma - VIN # 5TEGN92N32Z003801. The parties agree that Husband shall have sole title and possession of the 2002 Toyota Tacoma - VIN # 5TEGN92N32Z003801 and that Husband shall be divested of any interest therein. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as, all other costs and expenses associated with ownership of said vehicle. The Husband further agrees that he will indemnify and hold Wife harmless from any default or liability associated with said vehicle.

2) 2009 Kawasaki KLX250W9F – VIN # JKALXMW149DA02479. The parties agree that Husband shall have sole title and possession of the 2009 Kawasaki KLX250W9F – VIN # JKALXMW149DA02479 and that Husband shall be divested of any interest therein. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as, all other costs and expenses associated with ownership of said vehicle. The Husband further agrees that he will indemnify and hold Wife harmless from any default or liability associated with said vehicle.

3) 2009 Suzuki SX4 – VIN # J82YB413095101431. The parties agree that Wife shall have sole title and possession of the 2009 Kawasaki KLX250W9F – VIN # JKALXMW149DA02479, and that Husband shall be divested of any interest therein. The parties further agree that Wife shall be responsible for all indebtedness, if any, associated with this vehicle, as well as, all other costs and expenses associated with ownership of said vehicle. The Wife further agrees that she will indemnify and hold Husband harmless from any default or liability associated with said vehicle. Wife will attempt to refinance the vehicle to remove Husband's name within 90 days. If Wife falls more than two months behind on paying the loan on the 2009 Suzuki SX4, Husband shall take possession of the vehicle and sell it or keep it and continue to make the monthly payments so as to protect his credit.

4) 2011 Honda Shadow 750 – VIN # JH2RC537BK101447. The parties agree that Wife shall have sole title and possession of the 2011 Honda Shadow 750 – VIN # JH2RC537BK101447, and that Husband shall be divested of any interest therein. The parties further agree that Wife shall be responsible for all indebtedness, if any, associated with this vehicle, as well as, all other costs and expenses associated with ownership of said vehicle. The

Wife further agrees that she will indemnify and hold Husband harmless from any default or liability associated with said vehicle.

5. **BANK AND INVESTMENT ACCOUNTS:**

The parties agree that each shall be awarded his or her separate bank and/or investment accounts and shall waive any claim he or she may have in said accounts maintained in the other's name. The parties further agree that all joint bank and/or investment accounts, if any, will be closed and any funds on deposit will be divided equally between the parties.

6. **RETIREMENT ACCOUNTS:**

The parties agree that each shall be awarded any retirement, pension and/or 401(k) plans in their individual names and shall waive any claim he or she may have in said benefits maintained in the other's name.

7. **LIFE INSURANCE:**

The parties agree that each shall retain their respective life insurance policies, if any, including any cash surrender value, free and clear of any interest the other may have therein.

8. **DEBTS:**

1) Husband shall pay all outstanding indebtedness in the Husband's sole name, including student debt and hold Wife harmless thereon.

2) Wife shall pay all outstanding indebtedness in the Wife's sole name, including student debt and hold Husband harmless thereon.

Additionally, the parties agree that neither shall contract any indebtedness on the credit of the other from and after the date of the execution of this Agreement.

Except as otherwise provided herein, the parties agree they shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by them individually and further agrees to hold the other party harmless from all liability thereon.

Neither this Agreement nor the Final Decree of Divorce to which this Agreement shall be incorporated necessarily affects 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 this Agreement or the Final Decree of Divorce for an account, any debt associated with an account or any debt. In fact, it may in a party's best interest to cancel, close or freeze any jointly held accounts.

However, in the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by law, contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

9. <u>ALIMONY</u>:

The parties agree to waive all claims to any forms of alimony past, present or future.

10. <u>HEALTH INSURANCE</u>:

The parties agree that each shall furnish his or her own medical and dental insurance from the date of the Final Decree of Divorce.

11. **ATTORNEY'S FEES:**

The parties agree that each will be responsible for their own individual attorney's fees, costs and expenses incurred by each of them in the preparation, prosecution and settlement of this matter without reimbursement, recoupment or repayment from the other in any form whatsoever.

12. **COURT COSTS:**

The parties agree that Husband shall be responsible for all court costs in addition to those paid at the time of filing the Complaint for Divorce, if any.

13. **FULL DISCLOSURE:**

The parties acknowledge that to the best of their knowledge there are no 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. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest and the parties warrant and represent that the individual values placed upon the assets by the parties to this cause are a fair and accurate representation of the value of the asset. Should it develop that there were any undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same or if it is later determined that the value of an asset was intentionally or negligently misrepresented by either party, the party to whom the misrepresentation was made shall have a right to an equitable share of the true fair market value of the asset. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

14. INDEMNIFICATION:

In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

15. ENFORCEMENT:

In the event there develops a conflict as to the enforcement or interpretation of any provision of this Agreement by either party to this Agreement, the parties agree that each will first seek mediation through a qualified family mediator. In the event that the parties cannot resolve their differences through mediation and after all mediation attempts have been exhausted as an alternative to litigation, either party may petition the Court for relief.

However, if after attempting mediation, the dispute is not resolved and either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for the reasonable attorney's fees and expenses of the other in addition to the Court costs associated with enforcement.

Likewise, in the event either party brings an action in Court without first seeking mediation, then that person who breaches the Agreement relative to mediation shall pay the costs and expenses to the other party of having to defend an action brought in Court prior to attempting to resolve the dispute through mediation.

16. **NON-DISCHARGABILITY:**

With respect to each party's responsibility for the payment of certain debts and liabilities, and his or her obligation to hold the other harmless for the payment thereof, the parties understand and agree that his or her obligation is a non-dischargeable debt under 11 U.S.C. § 523a(5) of the Bankruptcy Code, this obligation being part of 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 this Agreement.

17. **FINAL SETTLEMENT:**

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings pending in the Chancery Court for Wilson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, 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 other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution or 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 Husband and Wife, individually and jointly, or any property that either of them may acquire in the future.

The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party that designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

18. BINDING ON ESTATES:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representative, heirs and assigns.

19. VOLUNTARY AGREEMENT:

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 in this Agreement and their legal effects 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 and with the opportunity to seek the advice of counsel.

20. ADDITIONAL INSTRUMENTS:

It is understood and agreed between the parties that as part of the consideration for the execution of this Agreement each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

21. **SEVERABILITY:**

In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, the invalidity of such individual provision shall not affect the other provisions of this Agreement.

22. **AMENDMENTS:**

This Agreement may be altered, amended or canceled only by an instrument in writing signed by each of the parties, and with respect to spousal support, only with approval of the Court, and this requirement cannot be waived by oral agreement.

23. **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 is a proportional division of property by co-owners.

24. **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.

25. **ENTIRE UNDERSTANDING:**

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

26. JURISDICTION:

This Agreement shall be construed under the laws of the State of Tennessee.

27. WAIVER OF SERVICE:

The Wife acknowledges and agrees that she waives service of process and waives filing an Answer to Husband's Complaint for Divorce. The signing of this Agreement before a Notary Public shall be in lieu of service of process and shall constitute a general appearance before this Honorable Court giving same personal jurisdiction over the Wife for the purpose of granting a divorce on the grounds of irreconcilable differences.

WITNESS THE HAND of the Wife on this the 20th day of April, 2012, and of the Husband on this the 18th day of April, 2012.

Michael Kelly Hunt

Maria Olimpia Hunt

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for said County and State, **Michael Kelly Hunt**, with who I am personally acquainted (or upon sufficient evidence provided), and who acknowledges that he executed the foregoing instrument for the purposes therein contained and as and for his free act and deed.

WITNESSETH MY HAND AND SEAL at Nashville, Tennessee, this the 18th day of April, 2012.

NOTARY PUBLIC

My Commission Expires:

HEATHER LYN BARBER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
COMM. EXP. 5-5-15

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public for said County and State, **Maria Olimpia Hunt**, with who I am personally acquainted (or upon sufficient evidence provided), and who acknowledges that she executed the foregoing instrument for the purposes therein contained and as and for her free act and deed.

WITNESSETH MY HAND AND SEAL at Nashville, Tennessee, this the 20th day of April, 2012.

NOTARY PUBLIC

My Commission Expires:

HEATHER LYN BARBER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
COMM. EXP. 5-5-15

Prepared By:
Marlowe Law Offices, PLLC
404 James Robertson Parkway, Suite 1613
Nashville, Tennessee 37219