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

2013 MAR -6 PM 4:36

EARL KAY BREWER,
Husband

VS.

SANDRA LENORA CURTIS BREWER,
Wife.

DOCKET NO.: 12D-3700 D C.
PROOF OF ENTRY REQUESTED

FINAL DECREE OF DIVORCE

This cause came on to be heard this 6th day of March, 2013, before the Honorable Philip E. Smith, Judge, upon the Complaint for Absolute Divorce filed by the Husband, signed and notarized Marital Dissolution Agreement having been filed with the Court, testimony of the Husband, and upon the record as a whole, from all of which the court finds that the parties have encountered irreconcilable differences in their marriage and the divorce should be granted.

It is therefore ORDERED, ADJUDGED and DECREED that the Husband, Earl Kay Brewer, be and is hereby awarded an absolute divorce from the Wife, Sandra Lenora Curtis Brewer, on the ground of irreconcilable differences, Tennessee Code Annotated Section 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated Section 36-4-103(b) the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

BILL GARRETT, Davidson County
Trans:T20130021101 DEEDDIV
Recvd: 03/14/13 14:52 11 pgs
Fees:57.00 Taxes:0.00
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FILED

IN THE CIRCUIT COURTS FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2012 DEC 17 PM 12: 28

RICHARD R. ROOKER, CLERK

D.C.

EARL KAY BREWER,
Husband

VS.

DOCKET NO.: 12D-3700

SANDRA LENORA CURTIS BREWER,
Wife.

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into this 8th day of December, 2012, by and between **EARL KAY BREWER,** hereinafter called "Husband", and **SANDRA LENORA CURTIS BREWER,** hereinafter called "Wife."

W I T N E S E T H:

WHEREAS, certain difficulties have arisen between the parties which appear to be irreconcilable and there is about to be filed in the Circuit Courts of Davidson County, Tennessee, a Petition for Absolute Divorce between the parties, being EARL KAY BREWER vs. SANDRA LENORA CURTIS BREWER, bearing Docket No. 12D-____, and the Wife waives service of process and the filing of an answer in this cause;

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, therefore, in settlement, adjustment and compromise of all property rights, questions and matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree to and covenant as follows:

1. **DIVORCE**: The parties agree that the Husband shall proceed to court and attempt to obtain an absolute divorce on the ground of irreconcilable differences.

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2. **PERSONAL PROPERTY:** The parties agree to divide equitably their household furniture and furnishings.

3. **AUTOMOBILES:** Each party shall receive their respective automobile as their sole and separate property and shall be responsible for all indebtedness owed thereon and shall hold the other party harmless.

4. **REAL PROPERTY:** The Husband shall receive all the Wife's right, title and interest in and to the real property located at 114 Hickerson Street in Old Hickory, Tennessee, and he shall assume all indebtedness owed thereon and shall hold the Wife harmless. The Wife shall sign any and all necessary documents to convey the real property to the Husband. The parties acknowledge there is very little, if any, equity in said property.

5. **BANK ACCOUNTS:** Each party shall receive their respective bank accounts as their sole and separate property.

6. **DEBTS:** Each party shall pay and be solely responsible for any debts which he or she has accumulated during the marriage and shall hold the other party harmless thereon.

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, or any part of the debt for which that party is not responsible, either by law, contract, or pursuant to the terms of this agreement, that party against whom the 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 the creditor's claim, including reasonable attorney's fees.

If in connection with any joint Federal Income Tax Return heretofore or hereafter filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party whose deduction, income, or misreporting results in the deficiency assessment.

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This Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though that party is not responsible pursuant to the terms of this Agreement for an account, any debt associated with an account or any debt. It may be in the party's best interest to cancel, close, or freeze any jointly held accounts.

7. **COURT COSTS:** The Husband shall be responsible for payment of the court costs in connection with this cause .

8. **BINDING AGREEMENT:** This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

9. **FAIR AND EQUITABLE SETTLEMENT:** 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 the 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 it is being entered into voluntarily. In the event it becomes necessary to enforce any of the terms of this agreement, the party who is successful in enforcing the terms shall be entitled to his or her attorney fees and costs from the other party.

10. **INCORPORATION OF AGREEMENT:** It is understood and agreed between Husband and Wife that this agreement shall be introduced in the divorce proceedings now pending between the parties for ratification and incorporation into the Final Decree of Divorce in said action.

11. **FINAL SETTLEMENT AND MUTUAL RELEASE:** It is understood and agreed between Husband and Wife 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 other's property, including

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without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and 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 or Husband individually, or jointly, or any property that either of them may acquire in the future.

12. **FULL DISCLOSURE:** Husband and Wife warrant and represent to the other that there are no assets owned by them, either jointly or individually, and that neither has an interest in any assets which are not reflected by the terms of this agreement. Husband and Wife further warrant and represent to the other that he or she has made full disclosure to the other of his or her respective incomes and anticipated incomes, and further warrant and represent to the other that he or she has made full disclosure to the other of all assets in which he or she has any interest and that such disclosure of assets was intended to be relied upon by the other party in the consideration and execution of this agreement. Both parties acknowledge that they wish to proceed with the above-styled divorce action with all possible speed, and to minimize costs and attorneys fees associated therewith. Both parties have had the opportunity to retain counsel. By signing this document, each party indicates that he or she does not want to proceed with formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts. Both parties acknowledge that they have not been given tax advice or valuation advice by their attorneys. The parties further release the attorneys of record from any obligation to complete the discovery process. Each party acknowledges that the agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

13. **THE GOVERNING LAW:** This agreement shall be interpreted and enforced according to the laws of the state of Tennessee.

14. **SEVERABILITY:** In the event any provision of this agreement is determined to be

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invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this agreement, all provisions of this agreement being severable.

15. **ADDITIONAL INSTRUMENTS:** Husband and Wife agree to execute and deliver any and all instruments and do whatever is reasonably necessary or required in order to carry out the terms of this agreement.

16. **AMENDMENTS:** This agreement may be altered, amended, or canceled only by further written agreement, signed by Husband and Wife. The requirement of this paragraph cannot be waived by oral agreement.

17. **SUPPORT OBLIGATION:** Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under 11 USC § 523(5), which is not dischargeable in bankruptcy as to the other party.

18. **PERMANENT INJUNCTION:** Both parties be and are hereby enjoined and restrained from harming, threatening, or harassing the other party, or his or her family or acquaintances.

19. **REPRESENTATION:** The Wife acknowledges that L. R. DeMarco represents the Husband and not the Wife. The Wife understands that she has the right to be represented by an attorney now or at any time during this divorce action. The Wife is not relying on any representation or any advice from L. R. DeMarco on entering into this agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the 8 day of Dec 2012, as to the Husband and the 8 day of December 2012 as to the Wife.

Earl Kitty Brewer
HUSBAND

Sandra Brewer
WIFE

Copy

STATE OF TENNESSEE)
)
COUNTY OF ~~DAVIDSON~~ Decatur)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named EARL KAY BREWER, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 7th day of Dec, 2012.

JUDY DAUGHERTY
STATE OF TENNESSEE NOTARY PUBLIC
DECATUR COUNTY

Judy Daugherty
NOTARY PUBLIC

My Commission Expires: Aug 13 2013

STATE OF TENNESSEE)
)
COUNTY OF ~~DAVIDSON~~ Decatur)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named SANDRA LENORA CURTIS BREWER, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 8th day of December, 2012.

SUZANNE H. KEETON
STATE OF TENNESSEE NOTARY PUBLIC
DECATUR COUNTY

Comm. Exp. 032514

Suzanne H. Keeton
NOTARY PUBLIC

My Commission Expires: 032514

Copy

It is therefore ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the court.

It is further ORDERED, ADJUDGED and DECREED that all of the Wife's right, title and interest in and to the real property located at 114 Hickerson Street in Old Hickory, Tennessee, be and is hereby divested out of the Wife, Sandra Lenora Curtis Brewer, and is hereby reinvested in the Husband, Earl Kay Brewer, in fee simple absolute. The Husband shall be responsible for all indebtedness owed thereon and shall hold the Wife harmless. Said real property is more particularly described as follows:

> A certain tract or parcel of land located in Davidson County, Tennessee, described as follows, to-wit:
>
> Land in Davidson County, Tennessee, being Lot No. 25 on the Plan of Scenic View Subdivision, not of record, being described as follows:
>
> Said Lot No. 25 fronts 106.6 feet on the northerly margin of Hickerson Street (formerly Keeton Avenue); thence from a point in said margin, runs back 105 feet on the common line dividing Lots 22 and 25; thence westerly on the common line dividing Lots 24 and 25, 150.8 feet to a point on the northeasterly corner of Keeton Avenue; thence running with said margin southeasterly 86.5 feet to the start of a curve; thence around said curve 33.4 feet to the point of beginning.
>
> Being the same property conveyed by deed to Earl Brewer and wife, Sandra Brewer, by Deed from Rod Ramsey, unmarried, of record in Instrument No. 20041117-0138322, Register's Office for Davidson County, Tennessee.
>
> Sandra Lenora Curtis Brewer and Sandra Brewer are one and the same person.

The Husband shall pay the costs of this cause for all of which execution may issue if necessary.

Enter this 6th day of March, 2013.

PHILIP E. SMITH, JUDGE

Copy

APPROVED FOR ENTRY:

L. R. DeMARCO #2652
Attorney for Husband
Germantown Historic District
1312 Sixth Avenue North
Nashville, TN 37208
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Ms. Sandra Lenora Curtis Brewer, 114 Hickerson Street, Old Hickory, TN 37138, this 6th day of March, 2013.

L. R. DeMARCO

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 12D3700

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 8TH day of MARCH, 2013.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

L. R. DEMARCO, ATTORNEY
GERMANTOWN HISTORIC DISTRICT
1312 6TH AVE. NORTH
NASHVILLE, TN 37208

SANDRA LENORA CURTIS BREWER
114 HICKERSON ST.
OLD HICKORY, TN 37138

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 06 day of MARCH , 2013 , in the Case Number 12D3700 between BREWER, EARL KAY Plaintiff, and BREWER, SANDRA LENORA CURTIS 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 MARCH in the year two thousand thirteen and in the 236th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

