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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ARTHUR OVERALL, III,)
Plaintiff/Husband,)
)
v.) Docket No. 06D-2271
) *Notice of Entry Requested*
EDNA F. OVERALL,)
Defendant/Wife.)

FILED
2009 OCT -1 PM 4:20
RICHARD R. ROOT
CLERK
D.C.

FINAL DECREE OF DIVORCE

This cause was heard on September 1, 2009 before the Honorable Philip Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by the Plaintiff Arthur Overall, III (hereinafter "Husband"), the Answer filed by Defendant Edna F. Overall (hereinafter "Wife"), the Counter-Complaint for Divorce filed by Wife, and the Answer filed by Husband, and the statement of counsel for the parties, the sworn testimony of the parties, and the record as a whole from all of which the Court finds that the parties have resolved all issues before the Court as to grounds for divorce, division of property and debt pursuant to T.C.A. §36-4-103(b). Said terms and conditions are set forth hereinbelow.

It is therefore **ORDERED, ADJUDGED** and **AGREED** that:

1. Pursuant to T.C.A. §36-4-129, the parties hereby stipulate that there exist sufficient grounds for either party to be awarded a divorce, and the bonds of matrimony heretofore existing between Husband and Wife are hereby held for naught, and the parties are hereby restored to all the rights and privileges of unmarried persons;

2. There are no minor children born of this marriage;

3. Each party is ordered to obey the terms of this Final Decree of Divorce as it is an order of this Court;

4. Each party is ordered to take all necessary steps to carry out the terms of the Final Decree

of Divorce, including but not limited to the execution of documents;

5. This cause is retained in this Court for the enforcement of this decree and the issuance of such future orders as may be necessary;

6. 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;

7. Wife shall retain possession, sole title, and ownership of the marital home and property located at 2900 Rich Acres Drive, Nashville, Tennessee, and shall be solely responsible for and assume any and all indebtedness and mortgages regarding said home and property. Any interest Husband may have in said property is hereby divested out of him and all interest in said property is vested in Wife free and clear of any claim of Husband;

8. Husband shall retain sole ownership of the Las Vegas, Nevada time-share interest, if any remain, and shall be solely responsible for and assume any and all indebtedness and mortgages regarding said property. Any interest Wife may have in said property is hereby divested out of her and all interest in said property is vested in Husband free and clear of any claim of Wife;

9. Wife shall pay Husband a lump sum of sixty thousand dollars ($60,000.00) cash within thirty (30) days of September 1, 2009;

10. All right, title and interest of Husband and Wife in and to the household furnishings and personal property as listed on Exhibit A and attached hereto, is hereby, divested out of him and her respectfully and vested absolutely in Husband and Wife as listed under each party's items on Exhibit A. Further, the parties hereby agree that Husband shall arrange removal of those items listed as his on Exhibit A, within forty-five (45) days of September 1, 2009, at a time and date mutually agreed upon with Wife;

11. All funds on deposit in savings, checking, liquid investment, brokerage, securities, life insurance policies and/or cash value for said policies, and all other institutional accounts styled in the individual name of either party and disclosed to other party in discovery shall be and is hereby the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party;

12. Wife shall retain ownership and possession of several items of jewelry contained in a felt bag including several diamond rings and a watch with the express exception of two rings which Husband shall retain ownership and possession of and are described as a diamond solitaire with ring guard also known as "the big ring," and Husband's Aunt Lula's diamond ring. While sworn, the parties acknowledged that they have already exchanged these items of jewelry and have received these items of jewelry at the mediation table on September 1, 2009;

13. Each party shall receive as his or her sole and separate property, free and clear of any claims by the other party, the respective vehicles driven by him or her and/or titled in his or her name. Each party hereby assumes sole and separate responsibility for paying all debts, costs, expenses, and liabilities associated with his or her own vehicles and shall hold the other party harmless from any liability therefore;

14. Each party shall receive as his or her sole and separate property, free and clear of any individual claims by the other party, all funds held in any retirement plan(s), in his or her individual name or held for his or her benefit;

15. Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her including but not limited to all credit card debt in her name and further agrees to hole Husband harmless from any liability for such debts. Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or

incurred by him including but not limited to any credit card debt in his name and further agrees to hold Wife harmless from any liability for such debts. Each of the parties hereto covenants with the other that from September 1, 2009 forward, neither will contract any indebtedness from the credit of the other without proper authority;

16. Husband shall retain all interest and sole ownership, if any remain, in his business interests including but not limited to the business "Music City Telecom, LLC," and he shall assume sole responsibility for any and all indebtedness and liabilities of said business interests and Husband agrees he shall hold Wife harmless thereon;

17. Husband and Wife have filed joint tax returns during the marriage through the tax year 2005 and hereby agree that any future indebtedness, penalty or interest which may arise in connection with a joint tax return, shall be assumed and paid by the party who caused said indebtedness, penalty or interest, and said responsible party shall hold the other party harmless thereon. Furthermore, the parties have filed separate tax returns since 2006, and each agrees that each shall be solely responsible for any future indebtedness, penalty or interest which may arise in connection with their own married but individually filed tax returns;

18. Husband and Wife agree that neither party shall receive alimony, unless otherwise stated herein, or health insurance benefits from the other, as each party already maintains their own health insurance;

19. Whenever either party is required by the terms of this Agreement to assume responsibility for paying certain debts or payments to the other and/or indemnify and hold the other party harmless from any liability therefor, such obligation is intended to be a support obligation under 11 U.S.C. Section 523(5). It is intended by the parties that any obligation so designated is not dischargeable in bankruptcy by either party. Each party hereby affirmatively acknowledges that their

obligation to pay said debts and payments, when viewed as a whole, is neither excessive nor unreasonable;

20. Each party acknowledges herein that each shall be responsible for paying their own attorney's fees incurred in this matter. Further, the parties acknowledge herein that in the event that 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 reasonable attorney fees, expenses and Court costs in the enforcement of same;

21. Each party represents to the other and acknowledges 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 effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable. Each party acknowledges their right to have any attorney represent them in this matter, and in fact have had representation in this matter;

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

23. In the event 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;

24. 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; and,

25. The parties agree they shall equally split all remaining court costs, if any, for which execution may issue if necessary.

Copy

ENTERED on this the 1st day of ~~September~~ October, 2009.

JUDGE PHILIP SMITH

APPROVED FOR ENTRY:

Mary C. LaGrone, #19464
Husband's Attorney
234 Fourth Avenue, N., Suite 300
Nashville, TN 37219
(615) 242-6767

Joy M. Sims w/permission by MCL 9/28/09

Joy M. Sims, #10609
Wife's Attorney
611 Woodland Street
Nashville, TN 37206
(615) 244-8175

Certificate of Service

I hereby certify that a true and correct copy of the foregoing proposed Final Decree of Divorce has been faxed and mailed to Joy M. Sims, Attorney for Wife, at 611 Woodland Street, Nashville, TN 37206, on this the 28th day of September, 2009. and Sept. 28, 2009. MCL

Mary C. LaGrone

Copy

09/28/03 04:42pm P. 003

FILED
2009 OCT -1 PM 4:21
RICHARD R. ROOKER, CLERK
D.C.

EXHIBIT A - Division of Personal Property

Husband's Property	Wife's Property
Husband's clothes & jewelry	Wife's clothes & jewelry
antique pool table & light fixture above it	dining room suite
Aunt Lula's china cabinet (once located in bedroom) and contents	Wife's bedroom furniture except china cabinet & contents
Imported Russian porcelain soup tureen set, Teakettle	Curio in bedroom Husband gave china Wife
Curio/China Cabinet in Foyer and all crystal:	Kitchen Dinette set with chairs
Aunt Lula's Antique china, & his family pieces	All kitchen appliances
3- 4 Antique family pictures framed of Husband's family and ½ of all Edna & Arthur Overall family photos (including pictures of children and grandchildren)	½ of all Edna & Arthur Overall family photos (including pictures of children and grandchildren)
Husband's 135-140 gal. aquarium and all equipment	Den Bamboo furniture suite
Bedroom suite in Husband's bedroom	All Christmas, and holiday decor
Safe from Husband's father	Pinball Machine
Broken big screen TV & all stereo, speaker equipment	TV in Wife's bedroom
Husband's ancestral pictures (his parents, cousins, etc.)	Hot tub on back deck
Scrap gold from garage (if found)	Gazebo in back yard
Living room furniture suite w/gold coffee table	Patio Furniture
2 slot machines	Washer & Dryer
	Gold Chain with Diamonds
silver & crystal decanter & set of glasses won by Husband from Xerox, and crystal, china & silver inherited by Husband from Aunt Lula & Overall family	All china, silver, & crystal: **except silver & crystal decanter & set of glasses won by Husband from Xerox, and crystal, china & silver inherited by Husband from Aunt Lula & Overall family**
Old phone equipment in garage/attic	Snapper Riding Lawn Mower
Husband's old record collection & military items	& all other lawn equipment
Guns in Husband's possession: Rifle, shot gun, .45 cal. automatic,& .22 pistol	Guns in Wife's possession: Long barrel 38 cal., chrome stack barrel Derringer 32 cal., & .38 snub nose Smith & Wesson
'89 Van	'97 Chevrolet Suburban
	'88 Chevrolet Corvette
	'06 Monte Carlo
Statue(s) of Buffalo Hunter, Indian Chief & Cowboy on top of Curio/China Cabinet in foyer	
Statue(s) of African American Union Soldier, etc. in living room purchased by Husband in Denver, CO	
Madonna & Baby picture in Master Bedroom	The Madonna picture in spare bedroom

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 06D2271

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 8TH day of OCTOBER, 2009.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

MARY C. LAGRONE, ATTORNEY
234 4TH AVE. NORTH, SUITE 300
NASHVILLE, TN 37219

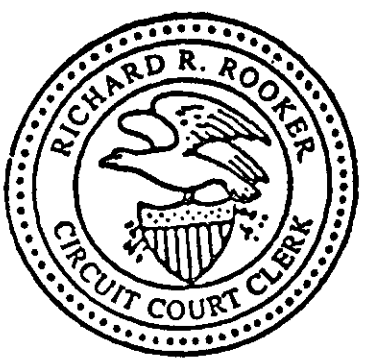
JOY M. SIMS, ATTORNEY
611 WOODLAND ST.
NASHVILLE, TN 37206

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 01 day of OCTOBER , 2009 , in the Case Number 06D2271 between OVERALL, ARTHUR III Plaintiff, and OVERALL, EDNA F 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 APRIL in the year two thousand thirteen and in the 236th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk