IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED
1:55 P M
MAR 2 8 2012
MAHAILIAH HUGHES, CLERK
BY MD D.C.

MARY FRANCES WAGNER,
Plaintiff,

vs.

ROBERT C. WAGNER,
Defendant.

DOCKET #2012-CV-37

NOTICE OF ENTRY REQUESTED ✓

FINAL DECREE OF DIVORCE

This cause came before the Honorable C.L. Rogers, Judge for the Circuit Court, Sumner County, Tennessee, without a hearing upon the Plaintiff's Complaint for Absolute Divorce filed on January 12, 2012, personal service of process waived by the Defendant, the parties' notarized Marital Dissolution Agreement (signed by the Plaintiff on January 11, 2012 and by the Defendant on January 11, 2012), and upon the entire record herein; from all of which the Court finds that the allegations of the Complaint are sustained by proof; that is, that the parties have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, and provided for by T.C.A. § 36-4-101(14).

It is therefore, ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that the Plaintiff, **MARY FRANCES WAGNER,** is granted an absolute divorce from the Defendant, **ROBERT C. WAGNER**, and that the parties are restored to all of the rights and privileges of unmarried persons.

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:T20130032375 DEEDDIV
Recvd: 04/19/13 11:50 13 pgs
Fees:67.00 Taxes:0.00
20130419-0039169

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IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED
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JAN 12 2012
MAHAILIAH HUGHES, CLERK
BY AC D.C

MARY FRANCES WAGNER,	]	
Plaintiff,	]	
	]	
vs.	]	**DOCKET #** 2012-CV-37
	]	
	]	
ROBERT C. WAGNER,	]	
Defendant.	]	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, is entered into by and between **MARY FRANCES WAGNER**, (hereinafter referred to as "Wife"), and **ROBERT C. WAGNER,** (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced such irreconcilable differences in their marriage which made a reconciliation impossible, and entitling the Wife to an absolute divorce pursuant to T.C.A. § 36-4-101(14); and

WHEREAS, the parties desire to enter into this Marital Dissolution Agreement which Agreement they consider to be fair and equitable; and

WHEREAS, the parties desire that the Court approve this Marital Dissolution Agreement, and that the same be made a part of any Final Decree of Divorce entered in this case; and

WHEREAS, it is understood by and between the parties that the Wife and her attorney of record, Kimberley L. Reed-Bracey, shall proceed to Court on the uncontested docket; and

NOW THEREFORE, for and in consideration of the premises herein above stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DIVORCE**

The parties agree that the marriage is irretrievably broken, pursuant to T.C.A. § 36-4-101(14), irreconcilable differences, and the Plaintiff is hereby granted an absolute divorce and the parties are restored to all the rights and privileges of unmarried persons

2. **CUSTODY**

The parties have no minor children and none are expected.

3. **REAL PROPERTY**

The Wife owned real property located at 1834 Shell Road in Hendersonville, Tennessee in Sumner County. This property was owned by the Wife prior to the marriage. It was inherited property from the Wife's mother and father. It was completely paid for at the time the Wife inherited the same. The Wife shall be awarded the home free and clear of any claim of the Husband the Husband shall remove himself from the residence forthwith.

The parties further have a home located at 2042 Nora Lane in Hermitage, Tennessee. The home was also the premarital home of the Wife. However, the parties did take out an equity loan on the home. The equity loan was utilized for living expenditures and to pay off premarital debts of the Husband. However, so long as the Husband signs this agreement in full, he will not be responsible for the repayment of the loan thereon. The Wife shall be awarded the home free and clear of any claim of the Husband. She shall be responsible for any liability thereon and she shall hold the Husband harmless regarding the same. The Husband shall vacate the residence forthwith, if he has

not already done so. The Wife shall attempt to refinance the home into her sole and separate name within three (3) years.

The parties own six (6) cemetery lots at White House Cemetery. The Wife shall be awarded three (3) of the lots free and clear of any claim of the Husband. The Husband shall be awarded three (3) of the lots free and clear of any claim of the Wife. The parties shall cooperate with any paperwork necessary to accommodate the same.

4. FURNITURE, FURNISHINGS, PERSONAL PROPERTY

Each party is awarded his/her own clothes, jewelry, personalties, memorabilia, and gifts.

The Husband shall be awarded the Titan's PSLs free and clear of any claim of the Wife. The Wife shall receive back from his Mother's home the bedroom suit of her deceased daughters and her two (2) curio cabinets. The Wife shall receive the dogs.

Thereafter, the parties are heretofore awarded that personal property in his or her possession free and clear of any claim of the other.

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.

6. VEHICLES

The Wife shall be awarded the 2008 Chevy Malibu free and clear of any claim of the Husband. The Wife shall be responsible for any liability thereon and hold the Husband harmless. The Wife shall be responsible for her own automobile insurance.

The Husband shall be awarded the 2000 Chevy pickup free and clear of any claim of the Wife. The Husband shall be responsible for any liability thereon and hold the Wife harmless. The Husband shall be responsible for his own automobile insurance.

7. DEBT

The Husband shall pay the Lowe's bill which is in the name of the Wife in the approximate amount of $2,000.00 and he shall hold the Wife harmless thereon. Neither party will make any additional charges on said account.

Thereafter, each party shall be responsible for his or her own debt and hold the other harmless thereon unless listed elsewhere in this agreement.

(a) Every final decree of divorce granted on any fault ground of divorce and every marital dissolution agreement shall contain a notice that the decree 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 the decree for an account, any debt associated with an account or any debt. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

(b) Failure to include the notice required by subsection (a) shall not affect the validity of the decree of divorce, legal separation or annulment.

8. JOINT ACCOUNTS

The parties have one joint checking account at Regions bank. That account shall be closed.

Thereafter, each party is awarded their separate accounts free and clear of any claim of the other.

9. MONEY OR INVESTMENT ACCOUNTS

The parties have no joint money or investment or retirement or like accounts. Each party is awarded their separate accounts free and clear of any claim on the other.

10. MEDICAL INSURANCE

Each party shall be responsible for obtaining his or her own medical insurance. Each shall be responsible for his or her own uncovered medical bills.

11. ALIMONY

In exchange for the Wife repaying the debt incurred on the inherited property, the Husband shall pay unto the Wife as transitional and nonmodifiable alimony the sum certain amount of $500.00 per month for 2 ½ years (30 months) with the first payment being due January 1, 2012. The same shall be nontaxable to the Wife and nondeductible to the Husband. The same shall further terminate on the death of either party or upon the Wife's remarriage. This amount is for the Wife's car payment until completion. The Wife had a car and truck which was paid in full going into the marriage.

12. ATTORNEYS' FEES

The Wife is represented by Kimberley L. Reed-Bracey and the Husband is a pro se individual who may retain counsel if he so chooses. Each party shall be responsible for his or her own attorney fees.

13. COURT COSTS

So long as there is a full agreement on all matters, the court costs of this cause shall be the responsibility of the Wife.

14. 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 provisions of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees incurred in prosecuting the action.

15. INCORPORATION

It is understood and agreed between the parties that this Agreement shall be

introduced in the proceedings and filed contemporaneously with the Complaint for Divorce before the Circuit Court for Sumner County, Tennessee, and submitted to the Court for ratification and incorporation in the Final Decree of Divorce between the parties.

16. FULL AND FINAL SETTLEMENT

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 other's 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(ix) of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

17. BINDING AGREEMENT

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

18. DISCLOSURE OF ALL ASSETS

The parties acknowledge that 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.

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 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.

20. ENTIRE AGREEMENT

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

21. VALIDITY

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.

22. EXECUTING DOCUMENTS

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.

23. BANKRUPTCY

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 non-dischargeable debt under

11 U.S.C. § 523(a)(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.

24. MODIFICATION WAIVER

This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

25. 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, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

26. JOINT TAX RETURNS

The parties shall file separate tax returns for 2011.

If any joint tax return prior filed as Husband and Wife is audited by the Internal Revenue Service and there is a shortfall thereon, the party whose income is responsible for said shortfall shall pay same and hold the other harmless thereon. Conversely, if the parties are entitled to any additional refund on any of the joint tax returns, said amount shall be divided equally between the parties.

27. 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.

28. 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.

29. TORT CLAIMS

The parties further agree that by executing this Agreement, they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage, or which may have been incurred in the process of this divorce action.

30. WIFE'S NAME

The Wife shall be restored to the prior name of **MARY FRANCES MCMURRAY.**

The current addresses of the parties are as follows:

Mary Frances Garrett
2042 Nora Lane
Hermitage, TN 37076

Robert Charles Wagner
342 Stones River Court
Nashville, TN 37214

It is further ***ORDERED, ADJUDGED*** and ***DECREED*** that all rights and responsibilities of the parties regarding possible contempt for any items not fulfilled in the agreement prior to entry are expressly reserved.

It is further ***ORDERED, ADJUDGED and DECREED*** that the Wife shall be restored to her maiden name of *Mary Frances McMurray*.

It is further ***ORDERED, ADJUDGED*** and ***DECREED*** that Kimberley L. Reed-Bracey is hereby released as attorney for future matters.

It is finally ***ORDERED, ADJUDGED*** and ***DECREED*** that the costs of this cause, including all advance costs, fees and expenses, shall be divided equally between the Husband and the Wife, for which execution may issue, if necessary.

ENTERED this the 28 day of March, 2012.

HONORABLE C.L. ROGERS, JUDGE

APPROVED FOR ENTRY:

Kimberley L Reed Bracey

Kimberley L. Reed-Bracey, BPR # 020962
Attorney for Plaintiff
Haynes, Freeman & Bracey, PLC
140 North Main Street
P.O. Box 527
Goodlettsville, TN 37070
(651) 859-1328

STATE OF TENNESSEE, SUMNER COUNTY
I, Mahailiah Hughes, Clerk, do hereby certify that the foregoing is a true and correct copy of the Final Decree on file or issued in the case of Wagner vs Wagner
This the 10 day of April 20 12
Mahailiah Hughes
MAHAILIAH HUGHES, CIRCUIT COURT CLERK

SUMNER COUNTY CIRCUIT COURT SEAL TENNESSEE

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded via first class postage to:

Robert Charles Wagner
342 Stones River Court
Nashville, TN 37214

on this 22 day of March, 2012.

Kimberley L. Reed-Bracey

Kimberley L. Reed-Bracey

THIS AGREEMENT being executed on this the 11th day of Jan., 2012 for the *Husband*, and on this the 11th day of January, 2012, for the *Wife*.

Mary Frances Wagner
MARY FRANCES WAGNER

Robert C Wagner
ROBERT C. WAGNER

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, **MARY FRANCES WAGNER**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that *she* executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Goodlettsville, Tennessee, on this the 11th day of January, 2012.

NOTARY PUBLIC

My Commission Expires: 9-9-14

CHERYL ANN MCQUAIG STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE]
COUNTY OF Davidson]

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, **ROBERT C. WAGNER**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that *he* executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Goodlettsville, Tennessee, on this the 11th day of January, 2012.

NOTARY PUBLIC

My Commission Expires: 9-9-14

CHERYL ANN MCQUAIG STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.