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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2012 JAN 31 PM 4:29

RICHARD R. ROOKER, CLERK

EVAN I. DOGGETT,

Petitioner/Husband,

v.

CAROL Y. DOGGETT,

Respondent/Wife.

DOCKET NO: 11D-2438

NOTICE OF ENTRY REQUIRED

FINAL DECREE OF DIVORCE

This cause came before the Honorable Judge Philip E. Smith of the Circuit Court for Davidson County, Tennessee, on January 24, 2012 upon the Complaint for Divorce filed on the ~~14th~~ 26th day of ~~September,~~ August 2011, in this cause, upon the written Marital Dissolution Agreement executed by the parties and upon the entire record, from all of which the Court finds that the parties have experienced such irreconcilable differences in their marriage as would render cohabitation improper, and that the Petitioner, **Evan L. Doggett**, should be granted an Absolute Divorce on the grounds of irreconcilable differences;

IT IS THEREFORE, ORDERED, AJUDGED AND DECREED that the bonds of matrimony existing between the Petitioner, **Evan L. Doggett,** and the Respondent, **Carol Y. Doggett**, are absolutely and forever dissolved, that the Petitioner, **Evan L. Doggett**, is granted an Absolute Divorce on the grounds of irreconcilable differences, and that the parties are restored to all the rights and privileges of unmarried persons.

It further appearing to the Court that the parties hereto have entered into a written Marital Dissolution Agreement, the Court affirmatively finds that the parties made adequate and sufficient provisions by said agreement for the equitable division and allocation of any property rights between them, and agreement providing as follows to wit:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE

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RICHARD R. ROOKER, CLERK

EVAN DOGGETT	
PLAINTIFF	
V.	**CASE NO: 11D-2438** D.C.
CAROL Y. DOGGETT	
DEFENDANT	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is entered into by and between **Evan Doggett**,(hereinafter referred to as "Husband"), and **Carol Y. Doggett,** (hereinafter referred to as "Wife"), on the dates as set forth herein beside the parties' signatures:

WITNESSETH:

WHEREAS, Husband has file a Petition for Divorce in the Circuit Court for Davidson County, styled ***Evan Doggett v. Carol Y. Doggett***, being ***Docket No. 11D-2438,*** herein Husband is seeking an absolute divorce from Wife on the grounds of Irreconcilable Differences, and the parties being desirous of settling certain issues and controversies in said case relative to their respective property rights, and marital debts; and

WHEREAS, Husband and Wife acknowledge that they enter into this Agreement freely and voluntarily, and without coercion of any nature, and for the purpose set forth herein, to fulfill the requirements for an absolute divorce on the grounds of irreconcilable differences; and

NOW, THEREFORE, in consideration of the premises, the mutual promises herein contained, and other good and valuable consideration from each party to the other, the receipt and legal sufficiency of which are hereby acknowledged, Husband and Wife, intending to be legally bound, do hereby agree as follows:

1. **Jurisdiction**: The parties acknowledge and agree that the Circuit Court for Davidson County has proper jurisdiction over these proceedings. The parties submit to the jurisdiction of Davidson County and waive venue in any other County. Further, the parties acknowledge that the Circuit Court for Davidson County shall reserve jurisdiction to enforce the provisions of the Final Decree of Divorce.

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2. **Waivers**:

3. **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 between co-owners.

4. **Minor Children**: The parties have no minor children.

5. **Marital Residence**: The marital residence is improved real property known as 3629 Bentfield Drive, Antioch, Tennessee, (hereinafter "marital residence"). The marital residence is deeded and mortgaged in the name of the Husband. Wife will vacate the marital residence and Husband will be responsible for the mortgage, utilities, and regular household expenses relating to the marital. Husband shall be responsible for the mortgage payment and any financial liabilities associated with the property. Husband shall thereafter be vested with exclusive rights, title, and interest to the marital residence and shall assume sole liability and financial responsibility related thereto.

6. **Personal Property and Household Furnishings**: The parties acknowledge that they have divided between themselves, to their mutual satisfaction, all personal effects, household furniture and furnishings, and all articles of tangible personal property.

7. **Vehicles**:

(A) Wife is vested with exclusive possession of, title to, and interest in the Jeep Cherokee, which is titled in the name of the Wife. Husband is divested of all rights and marital interest to this vehicle. Wife will be solely responsible for any other financial liability relating to the Jeep Cherokee and shall indemnify and hold Husband harmless thereto.

(B) Husband has no vehicle at this time.

8. **Debts**:

(A) Husband is responsible for all indebtedness and any financial liabilities, which he has individually incurred in his name unless otherwise expressly provided for in this agreement. Husband will indemnify and hold Wife harmless from any liability relating to his assigned debts.

(B) Wife is responsible for all indebtedness and any financial liabilities, which she has individually incurred in her name unless otherwise expressly provided for in this agreement. Wife will indemnify and hold Husband harmless from any liability relating to her assigned debts.

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(C) From and after the execution of this Agreement, neither of them shall cause to be incurred any indebtedness for which the other party may be held liable. The parties affirm that all jointly held financial liabilities have been disclosed in this document.

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

9. **Bank Accounts**: Each party is awarded exclusive possession of and rights to any funds on deposit in any bank account which is held in that party's name. The parties affirm that any jointly held bank accounts have been closed in good standing prior to the signing of this agreement and that the funds held in the joint accounts have been divided to the satisfaction of the parties.

10. **Investments Accounts**: The parties acknowledge and affirm that the Husband has funds in his 401k plan and that he is entitled to this investment account and Wife has funds in her 401K plan and that she is entitled to this investment account.

11. **Spousal Support**: The parties acknowledge that there shall be no alimony, rehabilitative, pendente lite, or in solid or permanent paid by either party in connection with this Agreement and that both parties forever waive any claims for alimony or spousal support.

12. **Insurance**:

(A) Each party has and will continue to maintain, through his/her employment or otherwise, medical, hospitalization and dental insurance for his/her own benefit. Each party shall be responsible for his/her own deductibles and uninsured expenses incurred for said party's benefit. Neither shall require COBRA coverage from the other party.

(B) Parties agree that neither party shall be required to provide any life insurance coverage for the benefit of the other party.

(C) Each party shall be responsible for any insurance premiums, deductibles, and other liability associated with all vehicles in their possession.

13. **Wife's Name**: Wife is restored to her maiden name of Carol Y. White.

14. **Court Costs**: The parties agree that all court costs will be divided equally between the parties.

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15. **Voluntary Execution & Complete Disclosure**: This Agreement is made and entered into freely and voluntarily by each of the parties, free from any fraud, duress, constraint, or undue influence of any kind or nature on the part of the other. Each of the parties has entered into this Agreement fairly and freely, after having first received full and complete disclosure of the financial circumstances of the other, acting absolutely upon the independent judgment of each and each party acknowledges that this Agreement is fair and equitable. The parties affirmatively acknowledge that this document has disposed of all the marital assets and liabilities of the parties, and that there are no assets or liabilities which have not been disposed of. Wife and Husband accept said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Wife nor Husband shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution.

16. **Additional Instruments**: It is understood and agreed between the parties as part of the consideration for the execution of this Agreement that each party will willingly execute and deliver any and all instruments reasonably necessary or required in order to implement and give full force and effect to the provisions of this Agreement, including but not limited to titles to automobiles and deeds for real estate.

17. **Entire Agreement**: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

18. **Partial Invalidity:** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions will nevertheless continue in full force and effect.

19. ***Modifications and Waiver:*** A modification and waiver of any of the provisions of this Agreement will be effective only if made in writing and executed with the same formality of this Agreement.

20. **Controlling Law**: This Agreement will be construed and governed in accordance with the laws of the State of Tennessee.

21. **Binding Effect**: This Agreement will be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

22. **Enforcement Provisions**: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this

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agreement, in addition to any other relief to which the enforcing party may be adjudged entitled, he or she may be entitled to a judgment for reasonable expense including attorneys' fees incurred in prosecuting the action.

23. **Bankruptcy Abuse Prevention & Consumer Protection Act of 2005**: Both parties agree and acknowledge that their respective obligations under this agreement are mutual domestic support obligations and that as such are non-dischargeable in bankruptcy pursuant to 11 U.S. C. 523(a)(5).

24. T.C.A.§36-4-134. Notice that the decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property.

(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 a 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.

25. **Final Decree**: This agreement will be submitted to the Court and, if approved, will be incorporated into any Final Decree of divorce granted to the Husband on the grounds of irreconcilable differences, with the understanding that Wife and Husband will be bound thereby, but if disapproved will be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written beside their names.

Copy

EVAN DOGGETT/HUSBAND — Date: 9 Dec 11

CAROL Y. DOGGETT/WIFE — Date: 11-30-2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **EVAN DOGGETT,** with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within Marital Dissolution Agreement as the "Husband" for the purposes therein contained.

WITNESS my hand and official seal this 9th day of December 2011.

PAMELA GAMBEL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 05-06-2013

My Commission expires: _____ Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, **CAROL Y. DOGGETT,** with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement as the "Wife" for the purposes therein contained.

WITNESS my hand and official seal this 30th day of November 2011.

THERESA CASTOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission expires: **My Commission Expires: November 4, 2013** Notary Public

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IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement, as executed by the parties, are in all respects approved and ratified in full, and said instruments shall be given full force and effect in all respects between the parties hereto as an Order of the Court.

Court costs for this cause will be divided equally between the parties.

ENTERED this 31st **day of** January **2012.**

JUDGE PHILIP E. SMITH

APPROVED FOR ENTRY:

SHAWN P. SIRGO, ESQ. #25693
2300 21ST AVENUE SOUTH, SUITE 200
NASHVILLE, TENNESSEE 37212
PHONE: (615) 463-9654
ATTORNEY FOR PETITIONER/HUSBAND

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was mailed, via United States mail, postage prepaid, to the following individual on this the 24 day of January, 2012.

Carol Y. Doggett
3001 Hamilton Church Drive
Apt. 205
Antioch, TN 37013

SHAWN P. SIRGO

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 11D2438

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 3RD day of FEBRUARY, 2012.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

SHAWN P. SIRGO, ATTORNEY
2300 21ST AVE. SOUTH, SUITE 200
NASHVILLE, TN 37212

CAROL Y. DOGGETT
3001 HAMILTON CHURCH DR.
APT. 205
ANTIOCH, TN 37013

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 31 day of JANUARY , 2012 , in the Case Number 11D2438 between DOGGETT, EVAN I Plaintiff, and DOGGETT, CAROL Y 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 MAY in the year two thousand thirteen and in the 236th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

