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FILED

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

2013 FEB 19 PM 4:01

RICHARD R. ROOKER, CLERK

D.C.

WILMA MAE OLLIS **Wife**	)	
v.	)	**Docket No. 12D-1606**
RICKY DALE OLLIS **Husband**	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 19th day of February, 2013, before the Honorable Phillip Robinson, Judge, Third Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for an Absolute Divorce, upon the grounds of Irreconcilable Differences. It appearing from the notarized Marital Dissolution Agreement signed by the parties and the entire record that the court finds that the allegations of the Complaint are sustained by the proof, that is, that the parties have suffered irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes an adequate and equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Wife, Wilma Mae Ollis, be and is hereby awarded an absolute divorce from the Husband, Ricky Dale Ollis, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court affirmatively finds that the Marital Dissolution Agreement executed by the parties makes an equitable division of the property of the parties, and that the same is a fair and equitable settlement, and is hereby approved by the Court and made the order of the Court and incorporated herein as follows:

BILL GARRETT, Davidson County
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Recvd: 10/15/13 10:48 12 pgs
Fees:62.00 Taxes:0.00
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FILED

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

2013 FEB 11 PM 2:32

RICHARD R. ROOKER, CLERK

D.C.

WILMA MAE OLLIS	)	
	)	
Wife	)	
	)	
v.	)	**Dkt. No. 12D-1606**
	)	
RICKEY DALE OLLIS	)	
	)	
Husband	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between Wilma Mae Ollis, (hereinafter called "Wife") and Rickey D. Ollis, (hereinafter called "Husband").

WITNESSETH:

WHEREAS, these parties have been married since December 20, 1975. There are no minor children of this marriage.

WHEREAS, the parties jointly and separately own certain real and personal property and jointly and separately owe certain debt.

WHEREAS, certain grounds have arisen between the parties herein, and a divorce action, in which Irreconcilable Differences are alleged as grounds, has been instituted in the Third Circuit Court for Davidson County, Tennessee.

WHEREAS, the parties desire by this agreement to make an equitable division of all their property, which settles and determines all claims for alimony, which divides all property, both real and personal, owned by them or either of them, which divides responsibility for all current indebtedness incurred during the marriage.

NOW, THEREFORE, for reasons set forth above and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

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I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

GROUNDS

Wife shall be awarded an absolute divorce on the grounds of Irreconcilable Differences against the Husband. 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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

PERSONAL PROPERTY

Each shall be awarded the personal property in their possession with the exception that, from the former marital residence, Mr. Ollis shall be awarded the following:

1. Mama and Daddy's picture
2. Pictures of Kenzie, Kristen and Hannah
3. Mama's iron skillet (bottom stove)
4. Tools (laser level, screwdriver)
5. Mama's quilt
6. Underground railroad marker (backyard)
7. Coins from Mama
8. Silver dollars
9. High school ring
10. Orange juice bottle

Copy

11. Lighthouses (gifts from workers)

12. Iron shoe hasp

13. Mama's green cookbook and all of her other cookbooks

All of Wife's right, title, and interest in this property is divested out of the Wife and is vested solely in the Husband as his absolute property.

IV.

LIFE INSURANCE

Mr. Ollis shall maintain Ms. Wilma Ollis as beneficiary of his $10,000 Fraternal Order of Police life insurance policy and the $10,000 life insurance policy with Metro Government through Prudential. He shall maintain both policies as long as he is obligated to pay alimony.

V.

REAL PROPERTY

The parties own real property located at 503 Hadley Ave., Old Hickory, Tennessee 37138. Ms. Ollis shall be awarded the real property located at 503 Hadley Ave., Old Hickory, Tennessee 37138, free and clear of any interest Husband has, as her sole and separate property. Wife shall be responsible for any expenses associated with the real property, including the insurance, taxes, upkeep, and repairs. Wife shall indemnify and hold Husband harmless thereon. It is therefore ORDERED that any and all ownership interest of Mr. Ollis is divested out of his name completely and revested solely in Wilma Mae Ollis. This is real property more particularly described as:

> Land in Davidson County, Tennessee, being Lot No. 106 on the Plan of Village of Old Hickory, Section "A," of record in Book 1424, page 68, Register's Office for said County.

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Said Lot No. 106 fronts 58 feet on the easterly margin of Hadley Avenue and extends back 108.5 feet on the northerly line and 107.9 feet on the southerly line, to a line in the rear measuring 58 feet thereon.

Being the same property conveyed to the grantors herein by deed from Barbara McWhorter and Dorothy Alcorn, which is being placed of record with this instrument.

VI.

DEBT

The parties acknowledge that they have the following joint debt: SunTrust Line of Credit, Best Buy, Lowes, two vehicle notes with Toyota Financial and Bank of America.

Wife shall be solely liable and responsible for the following debt: Toyota Financial (for the note on her vehicle). Wife shall indemnify and hold Husband harmless from any default or liability thereon.

Husband shall be solely liable and responsible for the following debt: LOC with SunTrust, PO Box 622227, Orlando, FL 32862-2227 and Lowes (GE Capital Bank), PO Box 965003, Orlando, FL 32896-5003 (account #[redacted]) and any and all other debts in his individual name. Mr. Ollis shall pay the balance of the Lowes and SunTrust LOC, in full, within thirty (30) days of entry of this agreement. Husband shall indemnify and hold Wife harmless from any default or liability thereon.

VII.

BANK ACCOUNTS

Each party shall be awarded the checking and/or savings accounts in their individual name.

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VIII.

IRA ACCOUNTS

The parties acknowledge that Wife has an investment account with Edward Jones (account ending in 164-1-3). Wife shall be awarded the Edward Jones account (account ending in 164-1-3) as her sole and separate property. All of Husband's right, title, and interest in this property is divested out of the Husband and is vested solely in the Wife as her absolute property.

The parties acknowledge that Husband has an Edward Jones account (account ending in 163-1-4). Husband shall be awarded his Edward Jones account (account ending in 163-1-4) with the exception that from this account Mr. Ollis shall transfer to Ms. Ollis' account with Edward Jones (account ending 164-1-3) the amount of $10,000.00. Wife's remaining right, title, and interest in this property is divested out of the Wife and is vested solely in the Husband as his absolute property.

METRO RETIREMENT

Mr. Ollis has a pension by virtue of his employment with Metro Government. Husband shall be awarded all interest therein to the exclusion of Ms. Ollis. It is ORDERED that Mr. Ollis shall continue to maintain Ms. Wilma Ollis as survivor beneficiary thereon so long as she survives him. He shall notify Metro Government of the divorce and his requirement to maintain Wilma Ollis as his survivor beneficiary.

IX.

AUTOMOBILES

Wife shall be awarded the 2009 Nissan Murano, VIN#JN8AZ18W29W141305, as her absolute property. All of Husband's right, title, and interest in said vehicle shall be divested out of Husband and vested solely in the Wife. Wife shall be solely responsible for all indebtedness

Copy

and expenses associated with this vehicle. Wife shall indemnify and hold Husband harmless thereon.

Husband shall be awarded the 2012 Toyota Highlander as his absolute property. All of Wife's right, title, and interest in said vehicle shall be divested out of Wife and vested solely in the Husband. Husband shall be solely responsible for all indebtedness and expenses associated with this vehicle. Husband shall indemnify and hold Wife harmless thereon.

X.

HEALTH INSURANCE

Wife shall maintain her own health insurance.

XI.

ALIMONY

Husband shall pay Wife $1,493.29 per month as in alimony *in futuro*. Said alimony shall be due and payable beginning March 5, 2013 and the 5th of each month thereafter and shall continue until the death of either party, or Wife's remarriage, or her cohabitation with an unrelated male. Alimony shall not be taxable to Wife nor deductible by Husband.

XII.

ENFORCEMENT PROVISIONS

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 debts 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 expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

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In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

With respect to each party's responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree, pursuant to the Bankruptcy Abuse, Prevent and Consumer Protection Act of 2205, that the parties intend the various payments and obligations contained herein be in the nature of a domestic support obligation and therefore are intended to be non-dischargeable even though a bankruptcy court may determine later that the payments and obligations contained herein are dischargeable.

XIII.

NOTICE PURSUANT TO T.C.A. SECTION 36-4-134

The parties acknowledge and understand that this Marital Dissolution Agreement 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 said Marital Dissolution Agreement for any account, any debt associated with an account or any debt. The parties understand that it may be in his/her best interest to cancel, close, or freeze any jointly held accounts.

XIV.

ENTIRE AGREEMENT

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability

Copy

and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XV.

TAX PROVISION

The parties acknowledge that the aforesaid attorneys claim no expertise or special knowledge regarding the tax ramifications surrounding this agreement, and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding ramification and the effect of signing this agreement, and that neither of them rely upon the aforesaid attorneys as to the tax implications surrounding said instrument.

XVI.

ATTORNEY FEES

Husband shall reimburse Wife for her attorney's fees owing to Paula Ogle Blair as alimony *in solido*. Husband shall pay $2,500 within thirty (30) days of entry of this agreement.

XVII.

COURT COSTS

Husband shall be responsible for paying the remaining costs of this cause, for which execution may issue, if necessary.

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed said instrument on the dates written below.

Witness our hands, this _____ day of _____, 2013, as to the Wife and the _____ day of _____, 2013, as to the Husband.

Copy

Wilma Mae Ollis
WILMA MAE OLLIS

Rickey D. Ollis
RICKEY DALE OLLIS

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 **Wilma Mae Ollis**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of [illegible], 2013.

NOTARY PUBLIC

My Commission Expires: 3/3/2014

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 **Rickey Dale Ollis**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of [illegible], 2013.

NOTARY PUBLIC

My Commission Expires: 3/3/2014

Copy

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Husband pay the costs of this cause, for which execution may issue, if necessary.

ENTERED this the 19 day of February, 2013.

PHILLIP ROBINSON, JUDGE

APPROVED FOR ENTRY:

PAULA OGLE BLAIR, (BPR: 15862)
Attorney for Wife
211 Donelson Pike, Ste. 214
Nashville, TN 37214
(615) 882-0190
Facsimile (615) 730-5463
Pblair@comcast.net

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded on the 19th day of Feb, 2013, to:

BILLY J. MARLOWE
Attorney for Husband
404 James Robertson Parkway
Parkway Towers, Suite 1613
Nashville, TN 37219

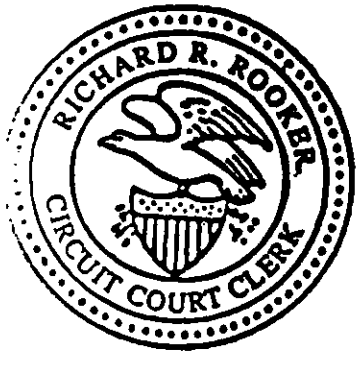
PAULA OGLE BLAIR

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 THIRD Circuit Court for Davidson County, Tennessee, on the 19 day of FEBRUARY , 2013 , in the Case Number 12D1606 between OLLIS, WILMA MAE Plaintiff, and OLLIS, RICKEY D 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 01 day of MARCH in the year two thousand thirteen and in the 236th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk