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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2010 JUN 29 PM 4:19

RICHARD R. ROOKER, CLERK

ELLEN SHEA CONN	)	
	)	
v.	)	Docket No: 09D-3520 D.C.
	)	
JAMES GHEENS CONN	)	**NOTICE OF ENTRY REQUESTED**

FINAL DECREE

This cause came to be heard on the 29th day of June, 2010, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves; that the Marital Dissolution Agreement and Parenting Plan should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Ellen Shea Conn, be, and hereby is, awarded an absolute divorce from the Husband on the grounds of irreconcilable differences, that the partics be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

BILL GARRETT, Davidson County
Trans:T20130090454 DEEDDIV
Recvd: 10/21/13 14:46 11 pgs
Fees:57.00 Taxes:0.00
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It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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2010 MAY 28 PM 3:22

RICHARD R. ROOKER, CLERK

D.C.

ELLEN SHEA CONN	)	
	)	
v.	)	Docket No: 09D-3520
	)	
JAMES GHEENS CONN	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 09D-3520.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

I.

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

II.

NO INTERFERENCE

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

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or endeavor to compel the other to cohabit or dwell with him or her.

III.

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.

IV.

ALIMONY

Both parties waive Alimony.

V.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VI.

PERSONAL AND REAL PROPERTY

The parties entered into a Prenuptial Agreement on February 28, 2007, providing for the division of their assets in the event of divorce. The parties agree that the same is an enforceable contract and that the property shall be divided pursuant to the terms of the Prenuptial Agreement. Each party will be awarded the property they owned pursuant to the terms of the Prenuptial Agreement. Both parties agree that there was no joint property acquired during the marriage and each shall be returned to the financial position that they occupied prior to the marriage pursuant to the terms of the Prenuptial Agreement entered by the parties on the 28th day of February, 2007 as signed and completed on February 28, 2007.

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VII.

DEBTS

There are no joint debts. Each party shall be responsible for their own debt(s).

VIII.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

IX.

ACCEPTANCE BY THE PARTIES

With respect to each parties' 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 that pursuant to the Bankruptcy Abuse, Prevention 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.

X.

NOTICE PURSUANT TO T.C.A.§36-4-134

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

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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.

XI.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XII.

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.

XIII.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XIV.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed

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

XV.

FORMER NAME Caption ECL

Plaintiff shall be restored to her former name of Ellen ~~Capion~~ Lawson.

XVI.

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XVII.

ATTORNEY FEES

Husband shall pay Wife's attorney's fee to D. Scott Parsley in the amount of $1,000.00.

Witness our hands, this 25 day of May, _____, 2010, as to the Wife, and the 20th day of May, 2010, as to the Husband.

Ellen Shea Conn
ELLEN SHEA CONN

James G Conn
JAMES GHEENS CONN

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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 Ellen Shea Conn, 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 28th day of May, 2010.

Carolyn Sizemore
NOTARY PUBLIC

My Commission Expires: 9-3-12

CAROLYN SIZEMORE NOTARY Commission Expires Sept. 3, 2012 PUBLIC DAVIDSON COUNTY, TN

STATE OF KENTUCKY)
COUNTY OF Jefferson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James Gheens Conn, 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 Louisville, Kentucky, this 26th day of May, 2010.

Anne Shaw
Notary Public
My Commission Expires
05/22/2012

NOTARY PUBLIC

My Commission Expires: 05/22/2012

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It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against James Gheens Conn, which amount is reduced to judgment for which let execution issue, if necessary.

ENTER this 29th day of June, 2010.

PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
(615) 244-2202
(615) 244-4345 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on James, Gheens Conn, *pro* se, 3600 Norbourne Blvd., Louisville, KY 40207-3747, by placing same in the U. S. Mail, postage prepaid, on this the 29th day of June, 2010.

D. SCOTT PARSLEY

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CERTIFICATE OF SERVICE

DOCKET NO. 09D3520

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 2ND day of JULY, 2010.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

D. SCOTT PARSLEY, ATTORNEY
BARRETT, JOHNSTON & PARSLEY
217 2ND AVE. NORTH
NASHVILLE, TN 37201

JAMES GREENS CONN
3600 NORBOURNE BLVD.
LOUISVILLE, KY 40207-3747

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 29 day of JUNE , 2010 , in the Case Number 09D3520 between CONN, ELLEN SHEA Plaintiff, and CONN, JAMES GHEENS 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 21 day of OCTOBER in the year two thousand thirteen and in the 237th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

