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

FILED
2014 MAR -4 AM 11:12
RICHARD R. ROOKER, CLERK
D.C.

CYNTHIA ANN THOMAS,	]	
	]	
Plaintiff/Wife,	]	
	]	
VS.	]	NO: 13D-3476
	]	
LARRY DALE THOMAS,	]	
	]	
Defendant/Husband.	]	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 4th day of March 2014, before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property owned by the parties; and the entire record in this cause; from all of which appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears that the current address of the Wife is 807 Maplewood Place, Nashville, TN 37216-1728, and the current address of the Husband is 244 Warrior Drive, Madison, TN 37115.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that the Wife be, and hereby is, awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement entered into between the parties be, and the same hereby is, approved, and incorporated into this Final Decree of Divorce by copying verbatim as follows: MADE AN ORDER OF THE COURT

BILL GARRETT, Davidson County
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20140424-0034462

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2014 JAN 27 PM 4:13
RICHARD R. ROOKER, CLERK
D.C.

CYNTHIA ANN THOMAS,

Plaintiff/Wife,

v.

LARRY DALE THOMAS,

Defendant/Husband.

Docket No. 13D-3476

MARITAL DISSOLUTION AGREEMENT

WHEREAS, CYNTHIA ANN THOMAS, (hereinafter referred to as the "Wife") and LARRY DALE THOMAS, (hereinafter referred to as the "~~Wife~~ HUSBAND") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and, CAT LW / L.T.

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court of Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of

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process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

WHEREAS, the parties own real property and do own some items of personal property;

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

I. 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.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the vehicle currently in her possession, titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the 1999 Chevrolet S10, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the

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Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property all household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that they have joint bank accounts. The accounts are listed below:

Banking Institution	Approximate Balance
Regions (checking)	$50.00
Regions (savings)	$0.53

It is agreed by and between the parties that Husband shall retain the two (2) Regions accounts and the funds therein as his sole and separate property, free and clear of any interest of the Wife. Wife's name shall subsequently be removed from the accounts.

It is further agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

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IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband owns a residence and real property located at 244 Warrior Road, Madison, Davidson County, Tennessee, and more particularly described below. The parties acknowledge that the Husband owned this property prior to the marriage. Wife expressly waives any marital interest that she may have in the real property located at 244 Warrior Road, Madison, Davidson County, Tennessee so that the Husband shall own this property free and clear of any interest or claim of the Wife, and any interest of the Wife shall be divested from her and reinvested in the Husband. It is further agreed by and between the parties that the Husband shall be solely responsible for any encumbrance on the aforesaid real property and that he shall indemnify and hold the Wife harmless thereon.

The aforesaid property located at 244 Warrior Road, Madison, Davidson County, Tennessee is more particularly described as follows:

> BEING Lot No. 130 on the Plan of Arrowhead Estates, Section II, a plan of which is of record in Book 5050, Page 83, Register's Office for Davidson County, Tennessee, more particularly described as follows:
>
> Said Lot No. 130 fronts 60 feet on the southerly margin of Warrior Road and extends back 181.19 feet on the easterly line and 192.89 feet on the westerly line to a dead line in the rear measuring 40.33 feet thereon.
>
> BEING the same property conveyed to Homer William Keen, and wife, Deborah Jean Keen by deed from Richard L. Keen, dated September 6, 2002, and filed for record as Instrument No. 20020910-0109518 Register's Office for Davidson County, Tennessee.
>
> This is improved property, known as 244 Warrior Road, Madison, Davidson County, Tennessee 37115.

It is agreed by and between the parties that the Wife owns a residence and real property located at 807 Maplewood Place, Nashville, Davidson County, Tennessee, and more particularly described below. Husband expressly waives any marital interest he may have in the real property located at 807 Maplewood Place, Nashville, Davidson County, Tennessee so that the

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Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from him and reinvested in the Wife. It is further agreed by and between the parties that the Wife shall be solely responsible for any encumbrance on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon.

The aforesaid property located at 807 Maplewood Place, Nashville, Davidson County, Tennessee is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 8, Block C, on the Plan of Broadmoor Subdivision, of record in Book 547, Page 161, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Cynthia A. Mulligan, unmarried by deed from The Secretary of Housing and Urban Development, dated May 20, 2011, recorded June 14, 2011, of record in Instrument No. 20110614-0045445, Register's Office for Davidson County, Tennessee.
>
> Further being the same property conveyed to Thomas Joseph Wilson by deed from Cynthia A. Mulligan, unmarried, dated May 9, 2013, recorded May 20, 2013, of record in Instrument No. 20130520-0050522, Register's Office for Davidson County, Tennessee.
>
> **SEE ADDENDUM "A" ATTACHED HERETO >>>>>>>>>>>>>>>>>>>>**
> This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.
>
> This property is improved property known as 807 Maplewood Place, Nashville, TN 37216.

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V. **RETIREMENT PLANS.**

The parties further acknowledge that the Wife has acquired an interest in a 401K plan as a result of her employment. Wife shall receive the funds in her 401K plan as her sole and separate property, free and clear of any interest of the Husband.

The parties further acknowledge that the Husband has acquired an interest in a 401K plan as a result of his employment with Nashville Wraps. Husband shall receive the funds in his 401K plan as his sole and separate property, free and clear of any interest of the Wife.

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VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred joint marital debts.

It is further agreed by and between the parties that the Husband shall be solely responsible for the following debt, and he shall indemnify and hold the Wife harmless thereon:

Debt	Approximate Balance
TitleMax	$1,249.00

It is further agreed by and between the parties that the Wife shall be solely responsible for the following debts, and she shall indemnify and hold the Husband harmless thereon:

Debt	Approximate Balance
Lowe's Credit Card	$1,400.00
East Nashville Vet	$800.00

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein and that they shall each indemnify and hold the other harmless thereon.

The parties acknowledge that this 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. It may be in the party's best interest to cancel, close or freeze any jointly held accounts per Tennessee Code Annotated §36-4-134.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

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IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2013. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that they shall file a separate income tax return for the 2013 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2013 tax year. Further, each shall receive any federal income tax refund on their separate returns for the 2013 tax year as their sole and separate property, free and clear of any interest of the other party.

X. ATTORNEY FEES AND REPRESENTATION.

It is agreed by and between the parties that each party will pay his/her own attorney fees. Husband is represented by Lewis A. Williams of the Law Offices of James A. Flexer. Wife is represented by Laura Tek.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this cause will be taxed to the Wife, for which execution may issue.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

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XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

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

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

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

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

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 the Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that 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.

XX. AFTER-ACQUIRED PROPERTY.

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

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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.

XXI. ACCEPTANCE BY THE PARTIES.

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 USC Section 523(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.

XXII. 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.

XXIII. 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.

XXIV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife's maiden name of Napier be restored to her so that her full legal name shall be Cynthia Ann Napier.

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ADDENDUM "A"

TO

MARITAL DISSOLUTION AGREEMENT

Further and finally, (the latest conveyance), being the same property conveyed to Cynthia A. Thomas by Warranty Deed from Thomas Joseph Wilson of record at instrument number 20131211-0125550, Register's Office for Davidson County, Tennessee; the said Cynthia A. Thomas, Cynthia A. Mulligan, and Cynthia A. Napier being one and the same.

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WITNESS OUR HANDS, this 30 day of DECEMBER 2013 as to the Wife, and this 14th day of January, 2014 as to the Husband.

Cynthia Ann Thomas
CYNTHIA ANN THOMAS

Larry D. Thomas
LARRY DALE THOMAS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, CYNTHIA ANN THOMAS, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 30 day of DECEMBER, 2013.

LAURA TEK STATE TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY COMM. EXP. 11-4-16

NOTARY PUBLIC My Commission expires:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, LARRY DALE THOMAS, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 14th day of January, 2014.

LAURA STEPHENSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES: November 3, 2015

NOTARY PUBLIC My Commission expires: 11/3/15

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IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Plaintiff/Wife shall be restored to her maiden name, "CYNTHIA ANN NAPIER".

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the costs of this cause shall be taxed to the Plaintiff/Wife for which execution may issue, if necessary.

ENTERED this 4 day of March 2014.

HON. PHILLIP ROBINSON, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
Rivergate Park Office Building
1994 Gallatin Pike North, Suite 309
Madison, Tennessee 37115
615/851-2100
Counsel for Plaintiff/Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree was sent by U.S. Mail, postage prepaid, to:

Lewis A. Williams Esq.
The Law Offices of James L. Flexer
176 Second Avenue North, Suite 501
Nashville, TN 37201

on this 4th day of March 2014.

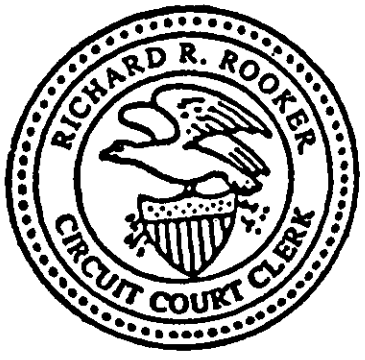
LAURA TEK

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 04 day of MARCH , 2014 , in the Case Number 13D3476 between THOMAS, CYNTHIA ANN Plaintiff, and THOMAS, LARRY DALE 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 24 day of APRIL in the year two thousand fourteen and in the 237th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk