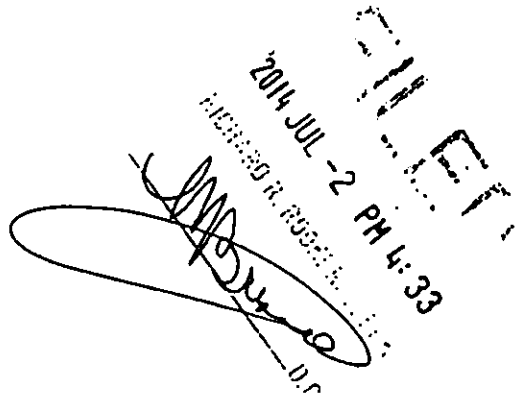
IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

PATRICIA ANN HOWELL-HURD,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	No. 12D-324
	)	
PAUL DOUGLAS HURD,	)	
	)	
Defendant/Husband.	)	



BILL GARRETT, Davidson County
Trans:T20140049636 DEEDDIV
Recvd: 07/11/14 12:10 15 pgs
Fees:77.00 Taxes:0.00


20140711-0061262

FINAL DECREE

This cause came on to be heard on this the 2nd day of July, 2014, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Wife on February 1, 2012 alleging Irreconcilable Differences as the grounds for divorce, the parties' Marital Dissolution Agreement signed by Wife and Husband on June 11, 2014. More than sixty (60) days have elapsed since the filing of the Complaint for Divorce in this case. From the Complaint and the Marital Dissolution Agreement signed by both parties, and upon the entire record in this cause, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff/Wife, PATRICIA ANN HOWELL-HURD, be and is hereby granted an absolute divorce from Defendant/Husband, PAUL DOUGLAS HURD, on the grounds of Irreconcilable Differences, as set forth in Section 36-4-101 (14), Tennessee Code Annotated.

The Court affirmatively finds that there are no minor children born to or adopted of this marriage, and none is expected, and by written agreement the parties have made provisions for the equitable settlement of any property rights existing between them. The Court approves the Marital Dissolution Agreement signed by both parties and the same is hereby incorporated by reference in full and is specifically made a part of this final Decree as follows:

FILED

2014 JUH 12 PM 1:27

RICHARD R ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA ANN HOWELL-HURD,	)	
	)	
Plaintiff/Wife,	)	
	)	
v.	)	No. 12D-324
	)	
PAUL DOUGLAS HURD,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 12D-324.

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 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

It is mutually agreed upon by and between the parties hereto that no claim is being made by either party against the other with respect to any type of alimony, and both parties, respectively, by the execution of this Agreement, waive all rights to claim alimony, forevermore.

V.

CHILD CUSTODY, VISITATION AND SUPPORT

There are no minor children.

VI.

TRIAL

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

VII.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

The parties represent that they previously equitably divided all personal property, with the exception of the attached list of personal property which shall be awarded to Mr. Hurd. Any item not specifically listed in the attached list of property as awarded to Husband, is awarded to Wife.

VIII.

AUTOMOBILES

The 2007 Toyota Camry is awarded to the Wife as her sole and separate property, and the Husband is divested of any interest he may have therein. There is no indebtedness owing on said vehicle.

The 2001 Toyota Camry is awarded to the Husband as his sole and separate property, and the Wife is divested of any interest she may have therein. There is no indebtedness owing on said vehicle.

The 2008 Acura is awarded to the Husband as his sole and separate property, and the Wife is divested of any interest she may have therein. There is no indebtedness owing on said vehicle.

Upon approval of this agreement by the Court, the parties shall maintain and/or obtain their own automobile insurance.

Each party shall execute any and all documents necessary to transfer title to the appropriate party, in order to effectuate the terms of this Agreement within thirty (30) days of the entry of the Final Judgment of Divorce.

IX.

RETIREMENT/PENSION/401-K's

Each party shall be awarded any retirement benefits in his or her own name, free and clear of any claim of the other party. Husband shall be awarded his account with Great West

(Account No. ending in 02), free and clear of any claim of Wife. Husband shall be awarded his account with Fidelity, free and clear of any claim of Wife. Wife shall be awarded her account with American Fund (Account No. ending in 5684), free and clear of any claim of Husband. Each is awarded their retirement through the TCRS to the exclusion of the other. Mr. Hurd is presently a State of Tennessee employee, Ms. Hurd is a retired State of Tennessee employee.

X.

EQUALIZATION OF MARITAL ESTATE

In order to equalize distribution of the marital estate, Ms. Hurd shall cause to be paid from her American Fund account the amount of $30,000.00 into Mr. Hurd's Fidelity IRA. Mr. Hurd will provide any and all necessary documentation to allow said transfer.

XI.

REAL PROPERTY

The marital residence is located at 220 Lexington Way, Hermitage, TN 37076, which is more particularly described as follows:

> Being Building Envelope 220 on the Plan of Lexington, a Planned Unit Development, Phase 2, of record in Plat Book 6250, Pages 340 and 341, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed to Paul Hurd and wife, Patricia A. Hurd by deed from Walter Golden and wife, Donna R. Golden, of record in Book 11748, Page 817-819, Register's Office for said County.

Wife is awarded the Property as her sole and separate property, and the Husband is divested of any interest therein. It is therefore Ordered that any and all interest of Paul Douglas Hurd is divested out of him completely and reinvested solely in Patricia Ann Howell-Hurd. Wife shall be responsible for payment of all indebtedness, insurance, repairs, maintenance and any

other expenses associated with the real property, and she shall hold the Husband harmless and indemnify him thereon. She shall pay the mortgage owing thereon in a timely manner with no late payments.

The real property located in Wilson County, Tennessee at 218 Owen Street, is awarded to Husband as his sole and separate property and Wife is divested of any marital interest therein. This property is solely in Husband's name and was owned by him prior to the parties' marriage. It is therefore Ordered that any and all interest of Patricia Ann Howell-Hurd is divested out of her completely and reinvested solely in Paul Douglas Hurd. The parties agree that Husband shall vacate the marital residence by 6:00 p.m. on June 30, 2014. The parties, further, agree that Mr. Hurd shall have the option to remain in the marital residence until July 15, 2014 at 6:00 p.m. In the event Mr. Hurd opts to stay in the residence, as of July 1, 2014, he shall pay to Wife $750.00 on July 1, 2014. Husband shall provide notice to Wife forty-eight (48) hours in advance is his moving out.

XII.

DEBTS

The parties represent that they have no joint debt other than that associated with the marital residence.

Husband shall pay and continue to pay any debts which were incurred in his separate name before and during the marriage and he shall indemnify the Wife and hold her harmless on any and all such debts. Husband shall not incur any further indebtedness in the parties' joint names.

Wife shall pay and continue to pay any debts which were incurred in her separate name before and during the marriage and she shall indemnify hold the Husband harmless on such debts. Wife shall not incur any further indebtedness in the parties' joint names. The parties represent there are no joint accounts other than the mortgage.

This Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though that party is not responsible pursuant to the terms of this Agreement for an account, any debt associated with an account or any debt. It may be in the parties' best interest to cancel, close or freeze any jointly held accounts.

XIII.

BANKING ACCOUNTS/OTHER ACCOUNTS

The parties represent any joint bank accounts shall be closed immediately. Each party shall maintain his or her own separate checking or savings accounts, and each is awarded all of the proceeds of any such accounts in his or her sole name, free and clear of any claims of the other party.

XIV.

MAJOR MEDICAL INSURANCE

Each of the parties shall be responsible for securing and maintaining his or her own policy of major medical and hospitalization insurance.

XV.

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 in enforcement of the same.

XVI.

ACCEPTANCE BY THE PARTIES

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 that 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.

XVII.

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 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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

DISCLOSURES

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

XXII.

DISCOVERY

The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written (Interrogatories, Request for Production of Documents, etc.) and/or oral (Depositions) discovery, as part of this divorce proceeding. However, each party waives his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

XXIII.

COURT COSTS

The parties shall equally divide the litigation tax and any remaining costs of this cause.

XIX.

ATTORNEY FEES

Each party shall pay their own attorney's fees.

XX.

MAIDEN NAME

Wife is restored to her maiden name of Patricia Ann Howell.

Witness our hands, this 11 day of June, 2014, as to the Wife and the ____ day of June 11, 2014, as to the Husband.

Patricia Ann Howell-Hurd
PATRICIA ANN HOWELL-HURD

PAUL DOUGLAS HURD

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 **Patricia Ann Howell-Hurd**, 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 11th day of June, 2014.

Melissa Morgan
NOTARY PUBLIC

MELISSA MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-07-2017

My Commission Expires: 3/7/17

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 **Paul Douglas Hurd**, 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 11th day of June, 2014.

Melissa Morgan
NOTARY PUBLIC

MELISSA MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-07-2017

My Commission Expires: 3/7/17

FILED

2014 JUN 12 PM 2:27

RICHARD R. ROOKER, CLERK

D.C.

Mr. Hurd shall receive the following personal property:

1. Personal papers, family photos, trophies, memorabilia
2. Bedroom suit (one he brought into marriage)
3. 1 sleeper sofa
4. 1 entertainment cabinet in bedroom
5. 2 end tables
6. Cocktail tables
7. Formal dining room
8. Pictures with ship scenes
9. Sleep number mattress
10. Office desk
11. 1 printer (color)
12. Power washer
13. 2 sets bedding
14. 2 sets towels
15. Camera
16. 32 inch Sony TV
17. Lawn table/4 chairs
18. 1 set silverware
19. 1 set 8 piece china
20. One-half tools in the garage
21. Hartman duffle bag
22. Hartman computer case

23. Card table/8 chairs

IT IS ORDERED, ADJUDGED AND DECREED by the Court that all provisions of the said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

The Court finds that it would be advantageous for Wife's name to be restored to her maiden name, PATRICIA ANN HOWELL, it is THEREFORE ORDERED, ADJUDGED AND DECREED that Wife's name be and is hereby changed to PATRICIA ANN HOWELL.

It is further appearing to the Court that the parties' current mailing addresses are as follows:

PATRICIA ANN HOWELL 220 Lexington Way Hermitage, TN 37076	PAUL DOUGLAS HURD 220 Lexington Way Hermitage, TN 37076

The remaining costs of this cause shall be paid one-half by Husband and one-half by Wife, for which execution may issue, if necessary. This concludes attorney, Kamie L. Hefner's, representation in this case.

ENTERED THIS 2nd day of July, 2014.

HONORABLE PHILIP E. SMITH

APPROVED FOR ENTRY:

Kamie L. Hefner, #18032
Hefner & Hefner
Attorney for Wife
P.O. Box 992
7110 Town Center Way, Suite 2
Brentwood, Tennessee 37024
(615) 370-9800

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of this document by U.S. Mail, first class, postage prepaid, to Rhonda Scott Kinslow, Attorney for Defendant/Husband, 3200 West End Avenue, Suite 500, Nashville, TN 37203, on this the 2 day of July, 2014.

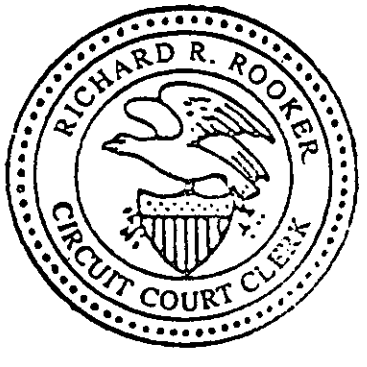
Kamie L. Hefner

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 02 day of JULY , 2014 , in the Case Number 12D324 between HOWELL-HURD, PATRICIA WAY Plaintiff, and HURD, PAUL DOUGLAS 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 11 day of JULY in the year two thousand fourteen and in the 238th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk