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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

2014 JUL -1 PM 3:38

DONALD EDWARD DANIEL,

Plaintiff,

vs.

TEAIRY MARIA DANIEL,

Defendant.

D.C.

DOCKET NO.: 12 D 3079

NOTICE OF ENTRY REQUESTED

BILL GARRETT, Davidson County
Trans:T20140066349 DEEDDIV
Recvd: 09/05/14 15:01 18 pgs
Fees:92.00 Taxes:0.00
20140905-0081656

FINAL DECREE OF DIVORCE

This cause came to be heard on this the 1st 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 the Husband, Donald E. Daniel and the Counter-Complaint for Divorce filed by the Wife, Teairy M. Daniel. Upon a review of the record and the sworn testimony of the Husband, the Court finds that the parties have entered into a Marital Dissolution Agreement which fairly and equitably divide the parties' personal and real property and marital debts. The parties understands that this Marital Dissolution Agreement does not necessarily affect the ability of a creditor to proceed against the party or a party's property, even though the party is not responsible under the terms of the Marital Dissolution Agreement or this Order for an account, for any debt associated with an account or any debt. The parties understand that it may be in a party's best interest to cancel, close or freeze any jointly held accounts. The Court finds that the parties have no children. Therefore, the Court finds that the Husband should be granted a divorce on the grounds of irreconcilable

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differences.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Husband shall be awarded an absolute divorce from the Wife on grounds of irreconcilable differences and that each party shall be restored to all the rights and privileges of an unmarried person.

2. That the Marital Dissolution Agreement attached hereto in the next thirteen (13) pages, shall be approved and incorporated herein, and shall be made the Order of the Court as if set forth fully and verbatim herein.

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 2014 JUL -1 PM 3:38

D.C.

DONALD EDWARD DANIEL,	)	
	)	
Plaintiff,	)	
	)	
vs	)	Docket No. 12D3079
	)	
TEAIRY MARIA DANIEL,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, DONALD EDWARD DANIEL, (hereinafter referred to as the "Husband") and TEAIRY MARIA DANIEL, (hereinafter referred to as the "Wife") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

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 Husband has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Fourth Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103. It is further understood that the Wife, 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 process over the Wife in this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and

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WHEREAS, the Husband owns real property and the parties each 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 Husband 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 2001 Honda, VIN JHMCG56461C004133, which she drives as her vehicle, titled in the Husband'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. The Husband shall execute any and all documents necessary to effectuate the transfer of title to the Wife. The parties shall go to the Davidson County Clerk's Office immediately after the granting of the divorce in this cause, to effectuate the transfer of title, tags and financial responsibility of said vehicle from the Wife to the Husband.

It is agreed by and between the parties that the Husband shall keep as his sole property the 1999 Mercedes, which he drives as his vehicle, titled in the Husband's name. Any interest of the

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

It is agreed by and between the parties that the Husband shall keep as his sole property the 1984 Ford F150, which he drives as his vehicle, 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 Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the Kawasaki Dirt Bike, which he drives as his vehicle, 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 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. The parties agree that the Wife shall keep the following items as her sole personal property: the king size bedroom set located in the upstairs up the residence, all living room furniture, pictures on living room walls, wall unit, Kenwood Stereo System (to include receiver/amplifer, 6 disc CD player, tuner, equalizer, and double cassette player), the 19" Samsung TV, the patio set, glass bar, loveseat and two (2) end tables in the den, the dinette table, chairs and China cabinet in the dining room, the Kitchenaide refrigerator in the garage, the electric treadmill, the CD collection, two (2) ruffled mirrors that are wall mounted, elephant ear plant oil pointing with frame, the Sony stereo system, the 19" Samsung

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television, the wine stand and liquor dispenser, the computer, desk and computer chair in the living room, all pots, pans, glassware, silverware and plates sets in the kitchen, microwave, toaster, Kuerig Coffee Maker and accessories, all electric fryers, and all items on the foyer, to the extent that none of these items conflict with the items awarded to the Husband as shown in "Exhibit A." The Husband shall be awarded all right, title and interest in the personal property listed in and attached hereto as "Exhibit A." All remaining items not specifically listed herein shall remain in the marital residence and the sole personal property of the Husband.

It is agreed by and between the parties that they shall each own as their sole property the 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 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 do not have a joint bank account.

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.

IV. REAL PROPERTY.

It is agreed by and between the parties that the WIFE shall relinquish any marital interest that WIFE might have in the real property owned by the Husband located at 3883 Priest Lake

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Drive, Nashville, 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 WIFE and reinvested in the HUSBAND.

It is further agreed by and between the parties that the HUSBAND shall be solely responsible for the encumbrance on the aforesaid real property and that HUSBAND shall indemnify and hold the WIFE harmless thereon.

Said real property is more particularly described as:

> *Land in Davidson County, Tennessee, being Lot No. 147 on the Plan of Priest Lake Park, Section 4 of record in Plat Book 4460, Page 15, 16 and 17, Register's Office for said county, to which reference is made for a more complete description.*
>
> *Being the same property conveyed to Donald E. Daniel by deed of record in Book 10840, Page 990, Register's Office for Davidson County, Tennessee.*

The Wife shall vacate the premises of said real property, along with all of her personal property and property awarded to her in this Martial Dissolution Agreement, on, or before July 31, 2014 by 12:00 noon. The Wife shall not cause any damage to the real property, shall not allow any third party to cause damage to the real property, and shall leave the real property free of debris and in broom clean condition.

The Husband shall continue to pay the mortgage on said real property and the Wife shall be responsible for payment any and all utility expenses associated with said real property, through July 31, 2014.

V. RETIREMENT PLANS.

The parties acknowledge that they have not acquired an interest in a retirement/pension/profit sharing plan as a result of their employment during their marriage.

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VI. MARITAL DEBTS.

The parties shall be equally responsible for the debt to the Internal Revenue Service, resulting from the filing of their 2009 joint Federal Income Tax Return, in the approximate amount of $1,274.98. Further, the Wife shall be responsible for the debt to Premier Parking in the approximate amount of $65.00 for a parking ticket the Wife received on September 12, 2013. Further, it is agreed by and between the parties that each party shall be solely responsible for any other debts that they currently hold in their respective individual names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

NOTICE: The Martial Dissolution Agreement and Final Decree of Divorce 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 Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

VII. ALIMONY.

It is agreed by and between the parties that Husband shall pay to Wife the sum of $1,500.00, as alimony in solido for moving expense. The Husband shall make said payment to the Wife on, or before, July 15, 2014.

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.

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

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marriage prior to December 31, 2010. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

As stated in Paragraph VI above, the parties shall be equally responsible for the debt to the Internal Revenue Service, resulting from the filing of their 2009 joint Federal Income Tax Return, in the approximate amount of $1,274.98.

The parties agree that each shall file a separate income tax return for the 2014 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2014 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the Husband.

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.

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

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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.

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

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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 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 nondischargeable 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.

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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 WRIGHT be restored to her so that her name will be TEAIRY MARIA WRIGHT.

*****THIS SECTION INTENTIONALLY LEFT BLANK*****

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WITNESS OUR HANDS, this 1st day of July, 2014 as to the Husband, and this 1 day of July, 2014 as to the Wife.

TEAIRY MARIA DANIEL

DONALD EDWARD DANIEL

CHARLOTTE PIRTLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 3, 2017

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, TEAIRY MARIA DANIEL, 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 1st day of July, 2014

NOTARY PUBLIC

My Commission expires: 7-3-17

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, DONALD EDWARD DANIEL, 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 1st day of July, 2014

NOTARY PUBLIC

My Commission expires: 05/08/2017

MICHAELEE B. BRISSETTE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

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2014 JUL -1 PM 3:

Propose Property To Husband

Bedroom Furniture Black Oak Bedroom Set (Queen)

~~*Oak Kings Size Bedroom Set, Headboard w/mirror, Chest, Dresser w/mirror, 1ea nightstand~~

*Full Size Bedroom Set, Headboard, Chest & Dresser **Note: Non Marital Belong to my Son**

Kitchen

All Built in appliances Stove Top, Oven and Dishwasher

Magtag 3 Door French Refrigerator

Enterainment

~~Kenwood Stereo System: Receiver/Amplifier, 6 Disc CD Player, Tuner, Equalizer, Double Cassette Player~~

2ea Bose 901 Speakers

LG 47" LCD TV 240HZ, **Note: Mr Daniel 55th Bday Gift to Himself**

LG 42" LCD TV 60 HZ **Note: 2ea being paid off by Mr. Daniel**

Sylvania 42" LCD TV **Note: Non Marital Belong to my Father**

Painting and Mirrors

~~*2ea Ruffled Mirrors Wall Mounted 3ftx4ft~~

~~*Elephant Ear plant oil painting w/frame 4ftx5ft~~

*Abstract Sailboat Painting w/frame 3ftx3ft

*Abstract of Shapes Painting w/frame 3ftx3ft

*2ea Painting of Vase & Cactus w/frame 3ftx4ft

*Painting of lady w/Inspirational Phase w/frame 2ftx3ft

*Painting of an old house w/ people working in the garden 2ftx3ft

Vehicle

1999 Mercedes Benz C289 4D VIN # WDBHA29G1XA749467

1984 Ford F 150 **Note: Non Marital Gift From My Uncle**

Kawasaki Dirt Bike **Note: Non Marital Belong to my Son**

Whirlpool Washer and Dryer

Deep Freezer in the garage

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2014 JUL -1 PM 3:38
RICHARD R. ROUNTREE
D.C.

Propose Miscellaneous Items to Husband

1. Honeywell Air Purifier
2. Bissel Carpet Cleaner 2ea
3. Craftsman Gas Blower 25cc
4. Craftsman Electric Hedge Trimmer
5. Craftsman Weed Wacker
6. Craftsman 18" Gas Chain Saw
7. Craftsman Gas Pressure Washer 5.50 hp
8. ~~Electric Treadmill~~
9. Nordic Track Stationary Cycle
10. 8 Station Exercise Workout system
11. ABS Workout Station
12. Craftsman Air Compressor 150 PSI
13. Craftsman Mechanics Air Tool Set
14. Craftsman 18 Gauge Stapler / Nailer
15. Craftsman Mechanics 283pc Tool Set
16. Ridgid 7' Tile Saw w/Stand
17. Craftsman Orbital Reciprocating Saw
18. Craftsman Pro 7-1/4 Circular Saw
19. Craftsman 10" Table Saw
20. " "2Drill, Kit 19.2V Cordless
21. " " Wet/Dry Vac
22. " " Rotary Tool Set
23. " " Jigsaw Compact
24. " " Little Giant Ladders 2ec
25. " " 3 1/2 Ton Speedy Floor Jack
26. " " High Lift Jack Stands 2ea
27. " " Branch Electric Pole Saw 10ft.
28. Mongoose 21 Speed Mountain Bike
29. Sony 18-55 Is Lens Camera
30. Snapper 30" Riding Lawn Mower
31. Kawasaki Dirt Bike
32. Fishing Tackle Box W/Accessories
33. Bowling Ball & Case W/Shoes
34. Large Vise
35. Electric Drill
36. 2ea. Zebco 888 Rod & Reel
37. 2ea. Plueger open face Rod & Reel
38. 2ea. Shimano open face Rod & Reel
39. 3ea. Abu Garcia open face Rod & Reel
40. 2ea. Shakespeare open face Rod & Reel
41. ~~CD collection 200~~

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3. That the parties' current mailing address is as follows:

Wife: 3883 Priest Lake Drive, Nashville, Tennessee 37217

Husband: 1248 Canyon Ridge Court, Antioch, Tennessee 37013

4. That the court costs in this cause shall be assessed against the Husband.

ENTERED, this 1st day of July, 2014.

PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

By:
FANNIE J. HARRIS, #018983
1507 Sixteenth Avenue South
Nashville, TN 37212
(615) 298-9332
Attorney for Donald E. Daniel

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the Final Divorce Decree herein has been served by first class U. S. Mail, postage prepaid, upon the following:

Mr. Adam A. Zanetis
Attorney at Law
Liberty Law Firm, PLLC
414 W. Old Hickory Blvd.
Madison, TN 37115

on this the 15th day of July 2014.

FANNIE J. HARRIS

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CERTIFICATE OF SERVICE

DOCKET NO. 12D3079

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 8TH day of JULY, 2014.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

FANNIE J. HARRIS, ATTORNEY
1507 16TH AVE. SOUTH
NASHVILLE, TN 37212

ADAM A. ZANETIS, ATTORNEY
LIBERTY LAW FIRM
414 W. OLD HICKORY BLVD.
MADISON, TN 37115

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 01 day of JULY , 2014 , in the Case Number 12D3079 between DANIEL, DONALD EDWARD Plaintiff, and DANIEL, TEAIRY MARIA 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 03 day of SEPTEMBER in the year two thousand fourteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

