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RICHARD R. ROOKER, CLERK

D.C.

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

RUTH ANN WISER SHEPPARD,

Plaintiff,

vs.

RUSSELL JAMES SHEPPARD,

Defendant.

NO. 08D-1568
(NOTICE OF ENTRY REQUESTED)

FINAL DECREE

This cause came on to be heard on the 19th day of August, 2008, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the petition for absolute divorce filed in behalf of the Plaintiff, Ruth Ann Wiser Sheppard, the Defendant Russell James Sheppard waiving his right to file an answer thereto and entering into a Martial Dissolution Agreement, and the entire record in this cause, from all of which the Court is of the opinion and finds as follows:

1. That irreconcilable differences exist in the marriage between the parties and that they can no longer live together as Husband and Wife.

2. That there are no minor children born to this marriage.

3. That a Marital Dissolution Agreement has been entered into by and between the parties which provides for a sufficient and equitable settlement of any property rights between them.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That the Wife, Ruth Ann Wiser Sheppard, is granted an absolute divorce from the Husband, Russell James Sheppard, and restored to all the rights and privileges of an unmarried person.

2. That the Marital Dissolution Agreement entered into by and between the parties be and the same is hereby approved by the Court and incorporated in this decree of divorce as follows:

BILL GARRETT, Davidson County
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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

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RICHARD R. ROOKER, CLERK

RUTH ANN WISER SHEPPARD,

Plaintiff,

D.C.

vs. NO. 08D-1568

RUSSELL JAMES SHEPPARD,

Defendant.

MARITAL DISSOLUTION AGREEMENT

In this cause, wherein the Plaintiff, Ruth Ann Wiser Sheppard, has brought or will bring an action for absolute divorce against the Defendant, Russell James Sheppard, and the Defendant Russell James Sheppard acknowledging this and waiving service of process and waiving the requirement of filing an answer, pursuant to the statute, the parties desire to enter into this marital dissolution agreement providing for the settlement of their property rights when and if a divorce is granted in this Court and in this cause.

It is, therefore, mutually agreed by and between the parties as follows:

1. That the Plaintiff, Ruth Ann Wiser Sheppard, hereinafter referred to as "Wife" will obtain, at the earliest practicable time, an absolute divorce from the Defendant, Russell James Sheppard, hereinafter referred to as "Husband".

2. That there are no children born to this marriage.

3. That the parties own certain real property located in Davidson County, Tennessee, more particularly described as follows:

a. 102 Essex Court, Goodlettsville, Tennessee 37072 (improved)

Land in Davidson County, Tennessee, described as follows, to wit:

Being Lot No. 16 on the Plan of Franklin Heights, Phase II, Section II, of record in Plat Book 8250 at page 219, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Russell J. Sheppard and Ruth Ann Sheppard, husband and wife, of record in Book 9811, Page 48, Register's Office for Davidson County, Tennessee;

b. Moncrief Drive, Goodlettsville, Tennessee 37072 (unimproved)

Being Lot No. 33 on the Plan of Franklin Heights, Phase II, Section II, of record in Plat Book 8250 at page 219, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Russell J. Sheppard and wife, Ruth Ann Sheppard, by deed of record in Book 10048, Page 879, Register's Office for Davidson County, Tennessee;

c. 1218 Berry Street, Old Hickory, Tennessee 37138 (improved)

Being Lot No. 148, Section "C", Village of Old Hickory, as shown on the plan recorded July 15, 1948 and of record in Book 1424, Page 66, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Russell J. Sheppard and wife, Ruth Ann Sheppard, of record in Instrument No. 20040303-0024213, Register's Office for Davidson County, Tennessee;

d. 232 McCoin Drive, Goodlettsville, Tennessee 37072 (improved)

LAND in Davidson County, Tennessee, being Lot No. 7 and the easterly 12 feet of Lot No. 8 on the Plan of Franklin Heights, as shown on plat of record in Plat Book 2083, Page 91, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Russell Sheppard and Ruth Ann Sheppard, husband and wife, of record in Instrument No. 20030625-0087412, Register's Office for Davidson County, Tennessee.

e. 234 McCoin Drive, Goodlettsville, Tennessee 37072 (improved)

Being Lot No. 9 and the westerly 49 feet of Lot No. 8 on the plan of Franklin Heights Subdivision, as shown on plat of record in Plat Book 2083, Page 91, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Said Lot No. 9 and the westerly part of Lot No. 8 fronts 118 feet on the southerly side of McCoin Drive and runs back on the easterly line with a line parallel with the easterly line of Lot No. 8 approximately 184 feet on the westerly line of Lot No. 9, 207 feet to a dead line in the rear, measuring 100 feet, more or less, thereon.

Being the same property conveyed to Russell J. Shepard and wife, Ruth A. Shepard, by deed of record in Instrument No. 20051114-0137354, Register's Office for Davidson County, Tennessee.

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The parties agrees that the Wife shall receive all right, title and interest in the property located at 103 Essex Court, Goodlettsville, Tennessee and the vacant lot located behind it at Moncrief Drive, Goodlettsville, Tennessee, 232 McCoin Drive, Goodlettsville, Tennessee and 234 McCoin Drive, Goodlettsville, Tennessee. Wife agrees to be responsible for any mortgage indebtedness owing on said properties and agrees to hold the Husband harmless from any liability therefor. The Husband shall receive all right, title and interest in the property located at 1218 Berry Street, Old Hickory, Tennessee. Husband agrees to be responsible for any indebtedness owing on said property and agrees to hold the Wife harmless from any liability therefor. Each party agrees to execute any documents necessary to effectuate the transfer of the foregoing properties.

Further, the parties own four timeshares in the State of Florida. The parties agree that the Wife shall be awarded all right, title and interest in the timeshares in Coconut Palms II and The Weston. The Husband shall be awarded all right, title and interest in the timeshares in Coconut Palms I and Parkway. Each party agrees to be responsible for any indebtedness or fees associated with their said timeshares and agrees to hold the other harmless from any liability therefor.

4. That the Wife shall receive all right, title and interest in two Tennessee Titans PSLs, Section 313, Row FF, Seats 1 and 2, and the Husband shall be divested of any and all interest in the above PSLs.

5. That the Wife shall receive all right, title and interest in the 2005 Lincoln Navigator, the 2004 Chevrolet Cavalier, the tow-behind camper and the pontoon boat with a working motor as her sole and separate estate, free from any claims of the Husband. The Husband shall receive all right, title and interest in the 2005 Chevrolet Silverado truck, the Jeep, the two motorcycles, and the two fishing boats as his sole and separate estate, free from any claims of the Wife. The party in possession of the aforementioned vehicles agrees to be responsible for any and all indebtedness owing on the vehicle in their possession and agrees to hold the other party harmless from any liability therefor.

6. The parties have heretofore divided their remaining personal property and that property currently in the possession of either party shall become his or her sole and separate estate, free from

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any claims of the other. In addition, the Wife shall receive all property located in the contents of the storage building located on the vacant lot on Moncrief Drive.

7. The parties have jointly filed a Chapter 13 bankruptcy and are subject to the provisions of a confirmed Chapter 13 plan. Each party agrees to continue to make the payments to the Chapter 13 Trustee as set forth in the confirmed Chapter 13 plan.

8. That the Wife agrees to be responsible for her attorney's fee in this matter, so long as the divorce proceeds on the sole ground of irreconcilable differences.

9. That the Husband shall be responsible for the court costs in this cause.

10. That it is understood and agreed between the parties, as a part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement. Both parties acknowledge and understand that, if this agreement is approved by the Court, it shall become a part of a final decree of divorce and will be a binding order of the Court.

11. That each party shall be responsible for any debt which he or she incurs or contracts individually subsequent to the date of this agreement and that debt shall be the sole debt of the contracting party and each agrees to hold the other harmless from any liability therefor. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation, except as otherwise provided herein, and the parties acknowledge there has been a full disclosure of debts in this agreement. Other than provided herein, each of the parties waives any and all rights which he or she may have in and to the party or estate of the other.

12. That whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or to indemnify the other and hold the other party harmless from liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5), which is not dischargeable in bankruptcy as to the other party.

13. That the parties further agree that, should it become reasonably necessary for either party to institute legal proceedings to enforce any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

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14. That it is understood and agreed by and between the parties that this marital dissolution agreement, which will be incorporated into a final decree of divorce herein, is being entered into without any undue influence, fraud, coercion, misrepresentation or for any reason not herein stated. The parties acknowledge this agreement is fully understood by each of them and each acknowledges that the same is fair and equitable and is being entered into voluntarily.

15. That it is understood that this agreement represents all agreements between the parties, and any previous marital dissolution agreements, promises or covenants not set forth in this agreement are of no effect.

16. That each party acknowledges that he or she has received a copy of this agreement on the date of execution.

Ruth Ann Wiser Sheppard
RUTH ANN WISER SHEPPARD

RUSSELL JAMES SHEPPARD

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in the State and County aforesaid, the aforenamed RUTH ANN WISER SHEPPARD, known personally to me, who, upon her oath, stated she has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 1st day of August, 2008.

Kimberly Dawn Phillips
NOTARY PUBLIC

MY COMMISSION EXPIRES:
November 22, 2010

My Commission Expires: November 22, 2010

KIMBERLY DAWN PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in the State and County aforesaid, the aforenamed RUSSELL JAMES SHEPPARD, known personally to me, who, upon her oath, stated he has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 1st day of August, 2008.

Kimberly Dawn Phillips
NOTARY PUBLIC

MY COMMISSION EXPIRES:
November 22, 2010

My Commission Expires: _____

KIMBERLY DAWN PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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

5. The wife shall be restored to her previous name of Ruth Ann Simpson.

ENTERED this 19th day of August, 2008.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

THOMAS J. DRAKE, JR., No. 13219
Attorney for Plaintiff
305 Fourteenth Avenue, North
Nashville, Tennessee 37203
(615) 425-2689

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent by United States Mail, postage prepaid, to Russell James Sheppard, 1218 Berry Street, Old Hickory, Tennessee 37138 on this 19 day of August, 2008.

THOMAS J. DRAKE, JR.

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CERTIFICATE OF SERVICE

DOCKET NO. 08D1568

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 25TH day of AUGUST, 2008.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

THOMAS J. DRAKE, JR., ATTORNEY
305 14TH AVE. NORTH
NASHVILLE, TN 37203

RUSSELL JAMES SHEPPARD
1218 BERRY ST.
OLD HICKORY, TN 37138

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 19 day of AUGUST , 2008 , in the Case Number 08D1568 between SHEPPARD, RUTH ANN WISER Plaintiff, and SHEPPARD, RUSSELL JAMES 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 10 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

