Copy

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

YOLANDA DENISE (SANFORD) STEWART, Wife/Plaintiff,	)
	)DOCKET NO: 12D-606
v.	)
JAMES RAY STEWART SR., Husband/Defendant.	)
	) NOTICE OF ENTRY REQUESTED

FILED
2013 JUN 25 PM 3:11
RICHARD R. ROOKER, CLERK
D.C.

FINAL DECREE

This cause came to be heard on the 25th day of June, 2013, before the Honorable Philip E. Smith, Judge for the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Yolanda Denise Stewart, is hereby granted an absolute divorce upon the grounds of irreconcilable differences, and that the parties should be and shall be hereby restored to all of the rights and privileges of an unmarried person.

BILL GARRETT, Davidson County
Trans:T20140080101 DEEDDIV
Recvd: 10/23/14 15:25 14 pgs
Fees:72.00 Taxes:0.00
20141023-0098018

Copy

It is, further, **ORDERED, ADJUDGED AND DECREED** that the Wife shall be restored to her maiden name: Yolanda Denise Sanford.

Pursuant to Tenn. Code Ann. 36-4-134(a), the divorce 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. Further, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

It is, further, **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed by the parties are hereby adopted in their entirety as an Order of this Court, and more particularly set out as follows, to wit:

Copy

FILED
2013 JUN -3 PM 12:19
RICHARD R. ROOKER, CLERK
D.C.

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

YOLANDA DENISE (SANFORD) STEWART, Wife/Plaintiff,	)	
	)	DOCKET NO: 12D-606
v.	)	
JAMES RAY STEWART SR., Husband/Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Yolanda Denise Stewart, hereinafter referred to as the "Wife", and James ray Stewart, Sr., hereinafter referred to as the "Husband", wish to be divorced upon the grounds of Irreconcilable Differences; and,

WHEREAS, the parties are presently or will be 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, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Circuit Court for Davidson County, Tennessee, to which reference is specifically made; and,

WHEREAS, the Husband owns real property and the parties own some items of personal property, and have some martial debt; and,

WHEREAS, there no minor children of the marriage;

Copy

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

1. 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, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

2. 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.

3. PERSONAL PROPERTY.

All personal property shall remain in the possession the respective spouse, free and clear of any claim of the other, except as follows:

The Wife shall received from the Husband the box(es) of various personal effects and memorabilia she received from her mother. These items were last known to be in the attic of the marital residence. The Husband shall locate said items and put them in the garage. Husband shall then notify the Wife that the items are ready to be picked up. Husband shall have the items ready for pick up within 60 days after the date of the Final Decree and the Wife shall pick up the items within 15 days of notification. The parties agree to agree on the date and time to pick up the items. The Husband shall pay directly to the Wife $3,000.00 within 60 days of the Final Decree, which represents her interest in the household furnishings.

Copy

4. REAL PROPERTY.

The Wife has been divested of the marital real property by virtue of the Chapter 7 bankruptcy which she filed. Said property shall revert to the Husband in a manner not inconsistent with the orders of the Bankruptcy Court. The Husband shall be awarded sole title subject to the mortgages, as well as all interest and sole possession of the real property more particularly described as:

Certain real property being improved land in Davidson County, Tennessee, being lot 4 in the Plan of Quail Ridge, Section Five, as of record in Book 9700, page 474, Register's Office in Davidson County Tennessee. Being the same property conveyed from Jack O. Nixon to James R. Stewart and Yolanda D. Stewart, and duly recorded in the Register's Office in Davidson County in Book 11645, Page 182, reference number 0631998 on September 2, 1999.

This property is commonly referred to as 4294 Brick Church Pike Nashville, TN. 37189.

5. RETIREMENT PLANS.

Each party shall retain any accounts in his or her name and the other shall be divested of any interest herein.

6. LIFE INSURANCE.

Each party shall keep her or his own life insurance and remove the other as beneficiary and the other shall be divested of all interest therein.

7. MARITAL DEBTS.

The Husband shall be responsible for any debt in his name, and hold the Wife harmless therefrom. The Wife's debts have been discharged through the bankruptcy. Any debts incurred by the Wife after October 31, 2012 shall be the sole responsibility of the Wife.

Copy

8. ALIMONY.

Both parties waive all forms of alimony, now and forever.

9. 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.

10. ATTORNEY FEES.

The parties shall be responsible for his or her own attorney's fees and expenses.

11. COURT COSTS.

It is agreed by and between the parties that the ~~remaining court costs in this action shall be taxed to the Husband.~~ parties shall equally divide the costs of this cause.

12. NAME.

It is acknowledged by both parties that the Wife's name shall be restored to her maiden, to wit: Yolanda Denise Sanford.

13. 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.

14. 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

Copy

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

15. 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 Property Settlement Agreement may not be amended except in writing by the consent of both parties.

16. 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.

Copy

17. 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.

18. 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.

19. 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.

20. 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, whether 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.

Copy

21. 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 Property Settlement Agreement.

22. 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.

23. 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.

24. NOTICE

Pursuant to Tenn. Code Ann. 36-4-134(a), the divorce 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

Copy

or any debt. Further, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

WITNESS OUR HANDS, this 31st day of May, 2013, as to the Husband, and this 31 day of May, 2013, as to the Wife.

Yolanda Denise Stewart

James Ray Stewart Sr.

James Ray Stewart, Sr.

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, James Ray Stewart, Sr., with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 31st day of May, 2013.

NOTARY PUBLIC

STEPHANIE J. WILLIAMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
Comm. Exp.

My Commission Expires: 7/8/13

Copy

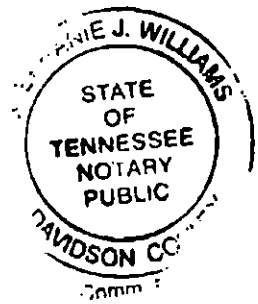
STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Yolanda Denise Stewart, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 31st day of May, 2013.

NOTARY PUBLIC

My Commission Expires: 7/6/13



Copy

It is, further, **ORDERED, ADJUDGED AND DECREED** that the costs of this cause shall be and are hereby taxed 50% to the Wife and 50% to the Husband for which let execution issue if necessary.

IT IS SO ORDERED this the 25th day of June, 2013.

Judge Philip E. Smith

Respectfully submitted,

The Law Office of Ray Akers, PLLC

David M. Dolan, BPR # 29798
Ray Akers, BPR # 23471
547 N. Mt. Juliet Rd. Ste. 202
Mt. Juliet, TN. 37122
(615)361-3850

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent, via US Mail, to the following:

Martha Child
392 Harding Place, Suite 215
Nashville, TN 37211

on this, the 24 day of June, 2013.

Ray Akers

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 12D606

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 28TH day of JUNE, 2013.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

DAVID M. DOLAN, ATTORNEY
LAW OFFICE OF RAY AKERS
547 N. MT. JULIET RD., SUITE 202
MOUNT JULIET, TN 37122

MARTHA CHILD, ATTORNEY
392 HARDING PLACE, SUITE 215
NASHVILLE, TN 37211

RAY AKERS, ATTORNEY
LAW OFFICE OF RAY AKERS
547 N. MT. JULIET RD., SUITE 202
MOUNT JULIET, TN 37122

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 25 day of JUNE, 2013, in Docket Number 12D606 between STEWART, YOLANDA DENISE (SANFORD), Plaintiff, and STEWART, JAMES RAY SR, 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 23 day of OCTOBER in the year two thousand fourteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

RICHARD R. ROOKER SEAL CIRCUIT COURT CLERK