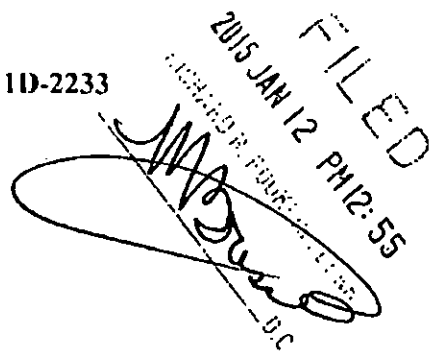
Copy

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH KAY DONALDSON,	)	
	)	
Plaintiff/Wife,	)	
	)	
VS.	)	NO. 11D-2233
	)	
WAYNE LAMAR DONALDSON, SR.	)	
	)	
Defendant/Wife.	)	



FINAL DECREE OF DIVORCE

This cause came on to be heard on the 12 day of January, 2015, before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee upon the original Complaint for Divorce, Marital Dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open Court, and statement of counsel, from all of which the Court finds as follows:

That this cause was filed on August 4, 2011, and has been pending for more than sixty (60) days.

That there are no Orders of Protection pending in this matter.

That there exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.

That the Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff DEBORAH KAY DONALDSON is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried

BILL GARRETT, Davidson County
Trans:T20150008015 DEEDDIV
Recvd: 02/02/15 12:34 15 pgs
Fees:77.00 Taxes:0.00
20150202-0009502

Copy

persons.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and is in words and figures as follows:

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Copy

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

FILED
2015 JAN 12 PM 12:55

DEBORAH KAY DONALDSON,)
)
PLAINTIFF,)
)
v.) DOCKET NO: 11D-2233
)
WAYNE LAMAR DONALDSON, SR.,)
)
DEFENDANT.)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered by and between **DEBORAH KAY DONALDSON** (hereinafter referred to as "Wife") and **WAYNE LAMAR DONALDSON, SR.** (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are husband and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property, custody, and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE**: The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS**: Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Third Circuit Court for Davidson County, Tennessee. The parties waive further service of process.

Copy.

Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Wife is represented by attorney Janelle A. Simmons, and the Husband is represented by attorney Jefre S. Goldtrap.

3. **MARITAL RESIDENCE:** The parties own a marital residence located at 3125 Wilmoth Road, Nashville, Davidson County, Tennessee 37207, and more particularly described as follows:

> Being Lot No. 371 on the Plan of Parkwood Estate, Section Two, of record in Plat Book 3300, Page 5, Register's Office for Davidson County, to which Plat reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Wayne L. Donaldson, Sr. and Wife, Deborah Kay Donaldson by Warranty Deed dated September 28, 2000, from James I. Watkins, an unmarried person of record in Instrument No. 20001004-0098668.
>
> 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 3125 Wilmoth Road, Nashville, Davidson County, Tennessee 37207.

The Wife is awarded the aforesaid real property free and clear of any claim of the Husband and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. The Wife shall be responsible for any indebtedness associated with said property including mortgage, taxes, insurance, utilities, maintenance, and upkeep and shall indemnify and hold the Husband harmless thereon. The Wife shall refinance said property within twelve (12) months of the entry of the Final Decree of Divorce in this cause.

In the event the Wife is unable to refinance as stated herein, the aforesaid real property shall immediately be placed on the market and sold. The parties shall fully cooperate with the listing agent and/or closing attorney by signing all necessary contracts, listing agreements, deed, etc. Upon the sale of the property, after paying the cost of the sale and any encumbrances thereon,

Copy

the remaining proceeds shall be awarded to the Wife, free and clear of any claim of the Husband.

4. **AUTOMOBILES:** The parties acknowledge the Wife does not currently own a vehicle. The Husband is awarded the 1997 Toyota Avalon, titled in Husband's name only, free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. The Husband shall be responsible for the indebtedness associated with said vehicle and shall indemnify and hold the Wife harmless thereon.

The parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Further, each of the parties shall be responsible for seeing that the vehicle awarded to him or her above is properly insured and shall indemnify and hold the other party harmless from any liability thereon.

5. **PERSONAL PROPERTY:** Each of the parties is hereby awarded his or her own jewelry, clothing, books, instruments, original diplomas, professional certificates, documents and other similar personal items free and clear of any claim of the other party.

The Wife shall make all reasonable efforts to locate the Husband's tax documents and return the same to the Husband.

6. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The parties have previously divided most items of household furniture, furnishings and appliances and each of the parties is hereby awarded all items of household furniture, furnishings and appliances currently in his or her possession free and clear of any claim of the other party with the exception as set forth below.

The Husband is awarded the following items of household furniture, furniture and appliances free and clear of any claim of the Wife:

(a.) Bedroom suite in the guest bedroom

(b.) Rod iron kitchen table and four chairs

Copy

(c.) Husband's art work (3 in guest bedroom & 6 in back bedroom)

(d.) Smoker grill

The Husband shall be allowed to retrieve the aforementioned items awarded to him from the marital residence at 4:00 p.m. on Saturday, January 17, 2015.

7. **BANK ACCOUNTS:** The parties acknowledge that there are no joint bank accounts. Each of the parties is awarded his or her own checking, savings or other bank account listed in his or her name individually free and clear of any claim of the other party.

8. **RETIREMENT/PENSION ACCOUNTS:** Each of the parties is awarded any retirement account listed in his or her name free and clear of any claim of the other party. Each of the parties hereby waives any spousal survivor rights to the other party's retirement and shall execute any such documents necessary to effect said waiver.

9. **DEBTS AND OBLIGATIONS:** The parties acknowledge that with the exception of the indebtedness on the marital residence, there are no joint debts. Each of the parties shall be responsible for paying any debts including credit cards and charge accounts listed in his or her name individually and shall indemnify and hold the other party harmless thereon.

Notice pursuant to T.C.A. §36-4-134: 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 this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

10. **FEDERAL INCOME TAXES:** Unless otherwise stated herein, if in connection with any joint federal income tax returns previously filed by the parties there is a deficiency assessment, the amount ultimately determined to be due shall be borne by either or both of the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and, if so, to that extent), or out of a joint income

Copy

deduction. In such case, the party responsible for the deficiency or additional taxes owed, together with interest and penalties assessed, shall indemnify and hold harmless the other party from any liability, assessment, deficiency, and other costs, including, but not limited to, attorney's fees or accountant fees arising by reason of the spouse's failure to pay taxes or accurately report same. In addition, each party agrees that he or she will hold the other party harmless from any and all financial responsibility to the federal or state taxing authorities for later imposed tax payments, deficiencies, penalties or interest and/or costs related to amendments to the parties' joint tax returns which may arise from any understatement of income, overstatement of deductions and/or tax credits, loss carryovers, tax shelters, or any other reason relating to income received by or assets controlled by the responsible spouse. The parties further agree that any costs or fees necessary to defend any deficiency, penalty or interest claim or any other taxing authority claims with respect to the parties' joint federal or state tax returns shall be assumed and paid by the responsible party. Both parties realize that they may have liability to the Internal Revenue Service that may transcend any provisions of this agreement and that their respective attorney has not served as a tax advisor for either party but has recommended independent tax counsel.

11. **MAJOR MEDICAL INSURANCE:** The Husband shall maintain major medical insurance on the Wife through COBRA for a period of six (6) months upon entry of the Final Decree of Divorce. After the six (6) month period, each of the parties shall be responsible for securing and maintaining his or her own policy of major medical and hospitalization insurance.

12. **SPOUSAL SUPPORT:** Neither of the parties shall pay spousal support to the other.

13. **JUDGMENT:** There are no arranges owed on any judgments ordered in this cause and all previous judgments have been satisfied.

Copy

14. **ATTORNEY'S FEES:** Each of the parties shall be responsible for paying his or her own attorney's fees in this cause.

15. **COURT COSTS:** The Husband shall pay any remaining court costs in this cause for which execution may issue, if necessary.

16. **WITHDRAWAL OF COUNSEL:** The parties understand that the entry of the Final Decree of Divorce will complete the contractual obligations between client and attorney. The Wife's Attorney, Janelle A. Simmons, and the Husband's Attorney, Jefre S. Goldtrap, are hereby relieved as Attorney of Record and Surety in this cause.

17. **FULL DISCLOSURE:** Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, upon Petition of either party, said assets shall be divided equally between the parties.

18. **REVOCATION OF BENEFICIARY DESIGNATION:** Husband and Wife agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either Husband or Wife which designate the other as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but are not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, pension plans, retirement programs, 401(k) accounts, incentive and thrift plans, employee benefit programs, and all other such plans and accounts of any description whatsoever. It is the intent of Husband and Wife except as set forth in this Agreement that neither party shall receive any proceeds as a beneficiary of the other party

Copy

from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is executed, after the execution of this Agreement, designating the other party as beneficiary.

19. **TORT CLAIMS**. The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

20. **MISCELLANEOUS PROVISIONS:**

(A) Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, it is the intention of the parties that such obligation shall be deemed to be a domestic support obligation under 11 U.S.C. 523 (a) (5) and section 523 (a) (15) and shall not be dischargeable in bankruptcy court.

(B) In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debts for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

Copy

(C) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Third Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(E) It is understood and agreed 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor 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.

(F) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

(G) The parties acknowledge that there are no 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 full disclosure to each other of

Copy

all assets in which they have any interest.

(H) 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.

(I) This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

(J) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not affect the other provisions of this Agreement, said provisions being severable.

(K) It is understood and agreed between the parties that, as a part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

(L) This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

(M) The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that, from the date of the divorce, and except as set forth under the terms of this agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the

Copy

amount paid, inclusive of interest and legal services.

(N) Both parties acknowledge that neither of them is relying upon any tax or bankruptcy advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax or bankruptcy consequences arising out of this Agreement. Each of the parties has been advised by their attorneys to seek tax or bankruptcy counseling regarding the consequences of this Agreement from their own accountant, tax or bankruptcy attorney and each of the parties acknowledges that they have had an opportunity to do so.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party, this Agreement shall be of no force and effect. If approved by the Court, said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

IN WITNESS WHEREOF, the parties have set their signatures below.

1-12-15
DATE

Deborah Kay Donaldson
DEBORAH KAY DONALDSON, Plaintiff

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

1-12-15
DATE

Wayne L. Donaldson
WAYNE LAMAR DONALDSON, SR., Defendant

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

Copy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **DEBORAH KAY DONALDSON,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 12th day of January, 2015.

Charlotte Pirtle
Notary Public

My Commission Expires: 7-3-17

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **WAYNE LAMAR DONALDSON, SR.,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 12th day of January, 2015.

Charlotte Pirtle
Notary Public

My Commission Expires: 7-3-17

Copy.

It is further **ORDERED** that each of the parties shall be responsible for paying his or her own attorney's fees and, further, Husband shall pay any remaining court costs in this cause for which execution may issue, if necessary.

This the 12 day of January, 2015.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

JANELLE A. SIMMONS **#22290**
Attorney for Plaintiff/Wife
401 Church Street, Suite 2400
Nashville, TN 37219
615-467-1801

JEFFE S. GOLDTRAP **#18668**
Attorney for Defendant/Husband
212 Third Avenue North, Suite 100
Nashville, TN 37201
615-254-0471

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 12 day of JANUARY, 2015, in Docket Number 11D2233 between DONALDSON, DEBORAH KAY MARYLAND, Plaintiff, and DONALDSON, WAYNE LAMAR JR, 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 02 day of FEBRUARY in the year two thousand fifteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

