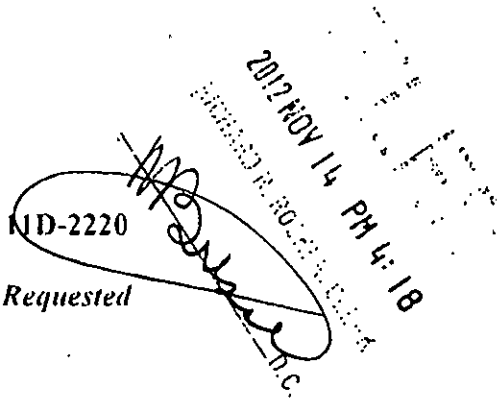
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JANET A. OGLESBY-HARRIS, Plaintiff/Wife,	)	
vs.	)	DOCKET NO: MD-2220
JAMES CLARK HARRIS, Defendant/Husband.	)	*Notice of Entry Requested*



FINAL DECREE OF DIVORCE

This cause came on to be heard on the 14th day of November, 2012, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed herein and 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 the current addresses of the parties are as follows:

Ms. Janet A. Oglesby-Harris
468 Ponder Place, Apt. #312
Nashville, Tennessee 37228

Mr. James Clark Harris
1807 Woodland Street
Nashville, Tennessee 37206

That this cause was filed on the 3rd day of August, 2011; and that the time prescribed by law has lapsed since the filing of the Complaint.

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

That parties have fully complied with the provisions of T.C.A. §56-7-2366.

That the Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences.

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.

BILL GARRETT, Davidson County
Trans:T20150015035 DEEDDIV
Recvd: 03/02/15 12:52 16 pgs
Fees:82.00 Taxes:0.00
20150302-0017775

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife, Janet A. Oglesby-Harris, 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 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 incorporates the same herein verbatim as follows:

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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FILED

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

2012 OCT 19 PM 2:56

JANET A. OGLESBY-HARRIS,

Plaintiff,

vs.

JAMES CLARK HARRIS,

Defendant.

File No. 11D-2220

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into on this the _____ day of _____, 2012, by and between **JANET A. OGLESBY-HARRIS** (hereinafter referred to as "**Wife**") and **JAMES CLARK HARRIS** (hereinafter referred to as "**Husband**") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are man 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 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

J.O.H.
Wife's initials

J.C.H.
Husband's initials

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Fourth Court for Davidson County, Tennessee. The parties waive further service of process. 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 Bill Collins.

3. **MARITAL RESIDENCE:** The parties own a marital residence located at 1807 Woodland Street, Nashville, Davidson County, Tennessee 37206, as tenants by the entirety. All rights, title, and interest in and to the aforesaid property is divested from Wife and vested solely in Husband, free and clear of any claims by the Wife. Upon execution of this Agreement, Husband is liable for all indebtedness associated with the real property including mortgage, taxes, insurance, utilities, maintenance, and upkeep and shall indemnify and hold the Wife harmless thereon. This indemnity obligation shall apply to Husband, his heirs and assigns.

Within ninety (90) days of entry of the Final Decree of Divorce, the Husband shall refinance the mortgage indebtedness secured by 1807 Woodland Street, Nashville, Davidson County, Tennessee 37206 so as to relieve the Wife from all liability on the mortgage indebtedness, and contemporaneously, the Wife shall execute a quitclaim deed, conveying her interest in the aforesaid property to Husband. The Husband shall provide proof to Wife's counsel that he removed the Wife's name from liability on the indebtedness associated with the real property. Thereafter, all right, title and interest which Wife has in and to the aforesaid property, shall be, and the same is hereby, divested from her and the sole and exclusive ownership in and to said property, shall be vested in the Husband, in fee simple.

In the event the Husband fails to refinance the debt secured by the aforesaid property and remove the Wife's name from liability on the debt within ninety (90) days of the entry of the Final Decree of Divorce, the aforesaid property shall be immediately placed for auction. The parties

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Husband's initials

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shall fully cooperate with the auction by signing any and all necessary contracts, agreements, deed, etc. Upon the auction of the aforesaid property, after paying any encumbrances thereon, any remaining proceeds shall be awarded to the Husband. Further, the Husband shall be responsible for any and all deficiencies, if any, as a result of said auction and shall hold the Wife harmless thereon.

4. **MARITAL RESIDENCE - UTILITIES:** The Husband shall be responsible for insuring the electric and water indebtedness is current as it relates to the marital residence 1807 Woodland Street, Nashville, Davidson County, Tennessee 37206 and shall hold the Wife harmless thereon. The Husband shall provide proof to Wife's counsel within thirty (30) days of the entry of the Final Decree of Divorce that he has satisfied the indebtedness of the electric and water bills associated with the aforesaid residence and further removed the Wife's name from liability on the same.

In the event the Husband fails to bring current the indebtedness of the aforesaid utility bills and remove the Wife's name from liability on the same within thirty (30) days of the entry of the Final Decree of Divorce, the Wife shall be allowed to immediately disconnect the electric and water services at 1807 Woodland Street, Nashville, Davidson County, Tennessee 37206. Further, the Wife shall be awarded a judgment against the Husband for the total amount of the aforesaid utility bills at the time they were disconnected.

5. **TIMESHARES:** The parties own timeshares in Florida which shall be awarded to the Husband and all rights, title, and interest in and to the aforesaid timeshare(s) is divested from Wife and vested solely in Husband, free and clear of any claims by the Wife. Upon execution of this Agreement, Husband is liable for all indebtedness associated with the timeshare(s) including payments, costs, taxes, insurance, utilities, maintenance, and upkeep and shall indemnify and hold the Wife harmless thereon. This indemnity obligation shall apply to Husband, his heirs and

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Husband's initials

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assigns. If this property is subject to payment(s) they shall be assumed by the Husband and the Wife shall be absolved of such payment(s). Further, the Husband shall not seek reimbursement for any prior payment(s) thereon. The parties shall fully cooperate with signing any and all necessary contracts, agreements, deed, etc, to remove the Wife from any liability thereon.

6. **AUTOMOBILES:** The Wife is awarded the vehicle(s) currently in her possession, if any, 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 the vehicle currently in her possession and shall indemnify and hold the Husband harmless thereon.

The Husband is awarded the current vehicle(s), if any, 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 their respective vehicles including titles or other similar documents. Each of the parties shall be responsible for providing auto insurance on the vehicle(s) being awarded to him or her and shall indemnify and hold the other party harmless from any liability thereon.

7. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The parties have previously divided all 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.

8. **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

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J.C.H.
Husband's initials

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listed in his or her name individually free and clear of any claim of the other party.

9. **RETIREMENT/PENSION ACCOUNTS:** Each of the parties is awarded any retirement and/or pension benefit account(s) 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/or pension and shall execute any such documents necessary to effect said waiver.

10. **DEBTS AND OBLIGATIONS:** It is agreed by and between the parties that the Wife shall be responsible for the indebtedness with World Financial with the approximate martial debt in the amount of $700.00 and shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Wife shall further be responsible for the indebtedness with Beneficial Finance with the approximate martial debt in the amount of $2,500.00 and shall indemnify and hold the Husband harmless thereon.

Except as otherwise specifically set forth herein, each of the parties shall be solely responsible for paying any debts that they have acquired 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.

11. **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. Upon execution of this Agreement, the Wife shall be allowed to remove the Husband from her major medical and hospitalization insurance.

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Wife's initials

J.C.H.
Husband's initials

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12. **SPOUSAL SUPPORT:** The Husband shall pay to the Wife as alimony the amount of $500.00 per month for a period of twenty-four months. Said alimony shall commence the 1st day of the month after the entry of the Final Decree of Divorce, and the 1st day of each month thereafter. The foregoing alimony is non-modifiable and shall not be deductible to the Husband nor includible as income to the Wife.

13. **PERSONAL PROPERTY:** Each of the parties is hereby awarded his or her own jewelry, clothing, books, documents and other similar personal items.

14. **ATTORNEY'S FEES AND COURT COSTS:** Each of the parties shall be responsible for paying his or her own attorney's fees and shall equally divide the court costs in this cause for which execution may issue, if necessary.

15. **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, is hereby relieved as Attorney of Record and Surety in this cause. The Husband's Attorney, Bill Collins, is hereby relieved as Attorney of Record and Surety in this cause

16. **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.

17. **REVOCATION OF BENEFICIARY DESIGNATION:** Husband and Wife

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J.C.H
Husband's initials

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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 or the attached Parenting Plan that neither party shall receive any proceeds as a beneficiary of the other party 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.

18. **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.

(C) In the event it becomes reasonably necessary for either party to institute legal

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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 Fourth 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 all assets in which they have any interest.

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Wife's initials

J.C.H.
Husband's initials

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(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 amount paid, inclusive of interest and legal services.

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Wife's initials

J.C.H.
Husband's initials

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(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.

Janet A. Oglesby-Harris
JANET A. OGLESBY-HARRIS, Wife

James Clark Harris
JAMES CLARK HARRIS, Husband

J.O.H.
Wife's initials

J.C.H.
Husband's initials

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 **JANET A. OGLESBY-HARRIS**, with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 5th day of October, 2012.

Theresa Castor
Notary Public

My Commission Expires: **My Commission Expires: November 4, 2013**

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **JAMES CLARK HARRIS**, with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 17th day of October, 2012.

Anne Carter McGinley
Notary Public

My Commission Expires: May 20, 2014

ANNE CARTER McGINLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

J.O.H.
Wife's initials

J.C.H.
Husband's initials

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It is further;

ORDERED, ADJUDGED AND DECREED that each party shall be solely responsible for their own attorney fees. It is further;

ORDERED, ADJUDGED AND DECREED that ~~any remaining~~ court costs shall be paid equally between the parties for which execution may issue if necessary.

This the 14th day of November, 2012.

THE HONORABLE PHILIP E. SMITH
JUDGE

APPROVED FOR ENTRY:

JANELLE A. SIMMONS #022290
Attorney for Wife
401 Church Street, Suite 2400
Nashville, TN 37219
(615) 467-1801

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been forwarded via U.S. Mail; postage pre-paid to: Mr. Bill Collins, Attorney of Record for Husband, P.O. Box 160472, Nashville, TN 37216-0472 on this the 13th day of November, 2012.

BY: _____
JANELLE A. SIMMONS

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 11D2220

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 19TH day of NOVEMBER, 2012.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

JANELLE A. SIMMONS, ATTORNEY
401 CHURCH ST., SUITE 2400
NASHVILLE, TN 37219

BILL COLLINS, ATTORNEY
P.O. BOX 160472
NASHVILLE, TN 37216-0472

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 14 day of NOVEMBER, 2012, in Docket Number 11D2220 between OGLESBY-HARRIS, JANET A, Plaintiff, and HARRIS, JAMES CLARK, 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 MARCH in the year two thousand fifteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

RICHARD R. ROOKER [SEAL] CIRCUIT COURT CLERK