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

WILLIAM J. HING,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 13D-3061**
	)	
AVA L. HING,	)	
	)	
Defendant.	)	

FILED
2015 JAN 28 PM 4:05
CLERK & MASTER
D.C.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 28th day of January, 2015, before the Honorable Phillip Robinson, Judge sitting by interchange for the 4th Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce, Counter-Complaint for Divorce 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 this cause was filed on the 30th day of October, 2013; and that the time prescribed by law has lapsed since the filing of the Complaint;

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

That there are no minor children born of this marriage and none are expected;

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

That the Husband 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; and

That the Wife shall be restored to her maiden name, to wit: Ava L. Bracey.

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It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff/Husband, William J. Hing 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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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
JAN 28 2013
RICHARD R. ROOKER, Clerk
By _____ Deputy

WILLIAM J. HING,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 13D3061**
	)	
AVA L. HING,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered by and between **WILLIAM J. HING** (hereinafter referred to as "**Husband**") and **AVA L. HING** (hereinafter referred to as "**Wife**") 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 Husband 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

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Fourth Circuit 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 Husband is represented by attorney Dona M. McClellan, and the Wife is represented by attorney Georgina K. Hughes.

3. **MARITAL RESIDENCE:** The parties own a marital residence located at 4912 Southport Cove, Hermitage, Davidson County, Tennessee 37076, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of Newport, a Planned Unit Development, as shown on plat appearing of record in Plat Book 9700, Page 568, of the Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to William Hing and Ava Lu Hing, husband and wife by Quitclaim Deed dated October 24, 2011, from Ava Lu Broadbent, unmarried of record in Instrument No. 20111028-0084109, Register's Office for Davidson County, Tennessee.
>
> 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 4912 Southport Cove, Hermitage, Davidson County, Tennessee 37076.

The Husband is awarded the aforesaid real property 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 any indebtedness associated with said property including mortgage, taxes, insurance, utilities, maintenance, and upkeep and shall indemnify and hold the Wife harmless thereon. The Husband shall pay to the Wife the sum of $15,000.00 representing the Wife's interest in said property to be paid in increments of $5,000.00 every thirty days beginning thirty days upon execution of this Agreement. Specifically, the Husband's installment payments shall be as follows:

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1. $5,000.00 due and payable on 2/27/2015
2. $5,000.00 due and payable on 03/29/2015
3. $5,000.00 due and payable on 4/28/2015

4. **AUTOMOBILES:** The Wife is awarded the 2007 Pontiac G6 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 vehicle and shall indemnify and hold the Husband harmless thereon.

The Husband is awarded the 2006 Leisure Craft Pontoon Boat, VIN: LRT01599H506 and trailer 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 any indebtedness associated with said vehicle and shall indemnify and hold the Wife harmless thereon.

The Husband is awarded the 2004 Ford F150 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 Husband is awarded the 1994 Suzuki Motorcycle 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

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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.

6. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The Wife is awarded the following items of household furniture, furniture and appliances free and clear of any claim of the Husband:

(a.) Couch and loveseat located in great room
(b.) Red leather recliner located in great room
(c.) Red rug in front of couch located in great room
(d.) Small drop leaf table beside couch on left located in great room
(e.) Lamp on drop leaf table located in great room
(f.) Basket under the drop leaf table located in great room
(g.) 4 blonde wood television trays and holding stand located in great room
(h.) 2 wrought iron wall hangings located in great room
(i.) Picture over loveseat located in great room
(j.) Red vase located on fireplace mantel
(k.) 2 clear curved picture frames located on fireplace mantel
(l.) Small elephant located on fireplace mantel
(m.) Wire/iron stocking holder located on fireplace mantel
(n.) Big vase with sticks in it located on the floor of the fireplace
(o.) Lady picture over television located over entertainment center
(p.) Some books located in entertainment center
(q.) Pineapple candle holder located in entertainment center
(r.) Brown leather chair at the desk located in the kitchen
(s.) Black iron towel holder at end of courter top located in the kitchen
(t.) All fruit motif plates
(u.) Baskets, Doodads, and sign located at ceiling level above cabinets over desk
(v.) All stuff sitting out above cabinets located in the kitchen

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(w.) Large flower pot (ivy in it) on the left side of the deck

(x.) Lounge chair located on the deck

(y.) 2 concrete flower pots (Wife's mother's) located on the front porch

(z.) Wooden clothes drying rack located in the utility room

(aa.) Black and Decker dust buster and holder located on the wall in the utility room

(bb.) Bed rails located in closet of the attic

(cc.) School stuff, lamp, etc. located in closet of the attic

(dd.) Red tent located in attic

(ee.) 2 teacher rugs located in attic

(ff.) Iron head board located in attic

(gg.) Stand for karaoke machine located in attic

(hh.) Wire shelf located in attic

(ii.) Chest/Bench and contents therein located at end of the bed in master bedroom

(jj.) Small table with green marble top located in master bedroom

(kk.) Pretty bowl sitting on bottom shelf of small table located in master bedroom

(ll.) Radio by shower located in master bathroom

(mm.) 2 pictures over tub located in master bathroom

(nn.) Vase with sticks located on tub in master bathroom

(oo.) Chest, plants and three containers located on tub in master bathroom

(pp.) Leopard lamp located in master bathroom

(qq.) Big bowl with rocks and candle located in master bathroom

(rr.) Round mirror on stand located in master bathroom

(ss.) Space heater located in master bathroom

(tt.) Bed located in upstairs guest bedroom

(uu.) Mattress/springs located in upstairs guest bedroom

(vv.) Lamp located in guest bathroom

(ww.) 3 tin wall hangings located on wall above front door

(xx.) Pictures and signs in front hall

(yy.) Flower arrangement located on top shelf of front entrance coat closet

(zz.) Purse and Doodads located on back of commode in ½ bathroom

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The Husband shall deliver the couch and loveseat awarded to Wife on the 31st day of January, 2015 between 9:30 a.m. and 11:00 a.m. The Wife shall retrieve the remaining items awarded to her within thirty (30) days upon execution of this Agreement. The parties shall fully cooperate with one another in arranging a specific date and time for the exchange of items awarded to Wife within the aforementioned timeframe.

The Husband is awarded the grey sofa currently in Wife's possession and the rest and remainder of all items of household furniture, furnishings and appliances located in or around the marital residence free and clear of any claim of the Wife. The Husband shall retrieve the grey sofa awarded to him at the time he delivers the couch and loveseat awarded to Wife.

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:** 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 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

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

10. **FEDERAL INCOME TAXES:** For the 2014 tax year the parties shall file as married filing separate and each shall keep their respective refund or be solely responsible for their respective deficiency/liability. 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 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.

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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.

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

13. **MAIDEN NAME:** The Wife shall be restored to her maiden name, to wit: Ava Lu Bracey.

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 be responsible for 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 Husband's Attorney, Dona M. McClellan, and the Wife's Attorney, Georgina K. Hughes, 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

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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 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.

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(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 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

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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.

(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

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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.

(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

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solely of their own free will and accord.

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

1-28-15
DATE

WILLIAM J. HING, Plaintiff

1-28-15
DATE

AVA L. HING, Defendant

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **WILLIAM J. HING,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 28th day of January, 2015.

Theresa Caston
Notary Public

My Commission Expires: 11-06-17

THERESA CASTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **AVA L. HING,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 28th day of January, 2015.

Theresa Caston
Notary Public

My Commission Expires: 11-06-17

THERESA CASTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES

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It is further **ORDERED, ADJUDGED AND DECREED** that the Wife shall be restored to her maiden name, to wit: Ava L. Bracey

It is further **ORDERED, ADJUDGED AND DECREED** that each party shall be responsible for paying his or her own attorney's fees in this cause.

It is further **ORDERED, ADJUDGED AND DECREED** that the Husband shall be responsible for any remaining court costs in this cause for which execution may issue, if necessary.

ENTERED THIS THE 28 **DAY OF** January, **2015.**

THE HONORABLE PHILLIP ROBINSON
JUDGE SITTING BY INTERCHANGE

APPROVED FOR ENTRY:

DONA M. MCCLELLAN, BPR#: 25553
Attorney for Plaintiff
1812 Broadway
Nashville, TN 37203
(615) 515-3530 telephone

GEORGINA K. HUGHES, BPR#: 27962
Attorney for Defendant
P.O. Box 2195
Mt. Juliet, TN 37121
(615) 773-4168 telephone

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served via the following method(s) upon the following individual(s) on this the 28th day of January, 2015.

1. Georgina K. Huges
   Attorney at Law
   P.O. Box 2195
   Mt. Juliet, Tennessee 37121

( ) Electronic Mail
( ) U.S. Mail; Postage Pre-Paid
( ) Facsimile
(X) Hand Delivery

Dona M. McClellan

DONA M. MCCLELLAN, BPR#: 25553

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to the following on the 30 day of January, 2015:

Dona M. McClellan, Esq.
1812 Broadway
Nashville, TN 37203

Georgina K. Hughes, Esq.
P.O. Box 2195
Mt. Juliet, TN 37121

Melissa Barnes
Deputy Clerk

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 28 day of JANUARY, 2015, in Docket Number 13D3061 between HING, WILLIAM J, Plaintiff, and HING, AVA L, 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 15 day of JUNE in the year two thousand fifteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

RICHARD R. ROOKER CIRCUIT COURT CLERK

By: _____

Deputy Clerk

[SEAL]