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RICHARD R. ROOKER, CLERK
D.C.

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

MARTHA LUCILLE MILLER, **Plaintiff/Wife,**	)	
vs.	)	**DOCKET NO. 12D-2611**
CALVIN MILLER, **Defendant/Husband.**	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 24th day of June 2015, before the Honorable Philip E. Smith, Judge, upon the Wife's Amended Complaint for Divorce filed on July 1, 2013 with the parties' Marital Dissolution Agreement (signed by plaintiff June 24, 2015 and defendant on June 24, 2015), the Order to set entered on May 6, 2015, with both parties in open court, the sworn testimony of the plaintiff in open court, statements of both parties' attorneys, and the entire record herein; from all of which the Court finds that the allegations of the Amended Complaint are sustained by the proof; that is that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties.

BILL GARRETT, Davidson County
Trans:T20150063342 DEEDDIV
Recvd: 08/03/15 08:38 14 pgs
Fees:72.00 Taxes:0.00
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IT IS THEREFORE ORDERED AND ADJUDGED that the plaintiff, MARTHA LUCILLE MILLER is awarded an absolute divorce from the defendant, CALVIN MILLER, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved by the Court and incorporated herein as follows:

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IN THE 4th CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 2013 JUN 24 PM 2:59

RICHARD R. ROOKER, CLERK

MARTHA LUCILLE MILLER
Wife/Plaintiff

D.C.

vs. DOCKET NO. 12D-2611

CALVIN MILLER
Defendant/Husband

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Martha Lucille Miller (hereinafter referred to as "Wife") and Calvin Miller (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Wife filed an Amended Complaint for Divorce against Husband upon the ground of irreconcilable differences in the Fourth Circuit Court for Davidson County, Tennessee, docket no.: 12D-2611; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

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1. **CONSIDERATION.** The consideration for this Agreement is the mutual promises and agreements herein contained.

2. **DIVORCE.** Wife shall proceed to obtain a divorce against Husband on the ground of irreconcilable differences, and both parties shall be restored to all rights and privileges of unmarried persons.

3. **NO MINOR CHILDREN:** The parties do not have any minor children and none are expected.

4. **REPRESENTATION.** Husband is represented by Tusca R. S. Alexis, Attorney, and Wife is represented by Joy M. Sims.

5. **REAL ESTATE.**

a. The parties own real property located at 655 Rowan Drive, Nashville, Davidson County, Tennessee 37207. Said real property is titled in the name of the parties jointly and there is currently no mortgage or other indebtedness associated with said real property. The parties agree that the Wife shall be awarded all right, title and interest in said real property and the Husband shall be divested of the same. The Wife shall be fully responsible for any and all indebtedness associated with said real property, including but not limited to real estate taxes, utilities, etc. and shall hold the Husband harmless for the same. Said real property is more specifically described in Deed Book 5271, page 316, Register of Deeds Office, Davidson County, Tennessee, as follows:

Being lot No. 537 on the Plan of Haynes Manor, Section 4, of record in Plat Book 4175, page 90, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to Calvin Miller and wife, Martha Miller, by Deed from Alfrederick Jackson and wife, Dorothy M. Jackson of record in Book 5271, page 316, Register's Office for Davidson County, Tennessee.

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b. The parties additionally own real property located at 612 Baldwin Court, Nashville, Davidson County, Tennessee 37207. Said real property is titled in the name of the parties jointly and there is currently a mortgage to Nation Star against the property. The parties agree that the Husband shall be awarded all right, title and interest in said real property and the Wife shall be divested of the same. The Husband shall be fully responsible for any and all indebtedness associated with said real property, including but not limited to the mortgage, real estate taxes, utilities, etc. and shall hold the Wife harmless for the same. Said real property is more specifically described in Deed Book 10130, page 199, Register of Deeds Office, Davidson County, Tennessee, as follows:

> *Land in Davidson County, Tennessee, being Lot No. 507 on the Plan of Haynes Manor, Section 4, as of record in Book 4175, page 90, Register's Office for said County, To which plan reference is hereby made for a more complete description.*
>
> *Being the same property conveyed to Calvin Miller by deed from Mildred Woods, et al of record in Book 10130, page 199, Register's Office for Davidson County, Tennessee.*

c. The parties additionally own undeveloped land located in Bolivar, Tennessee. Said real property is titled in the name of the parties jointly and there is currently no mortgage or other indebtedness associated with said real property. The parties agree that the Husband shall be awarded all right, title and interest in said real property and the Wife shall be divested of the same. The Husband shall be fully responsible for any and all indebtedness associated with said real property, including but not limited to the real estate taxes and shall hold the Wife harmless for the same. Said real property is located in the First Civil District of Hardeman County, Tennessee and is more specifically described in Deed Book N-6, page 155, Register of Deeds Office, Hardeman County, Tennessee, as follows:

> *Beginning at a stake at the N.E. corner of a lot conveyed by Katye Miller Clark to Clarence Payne and wife, as shown of record in Book V-4, page 354, said point*

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also being the N.W. corner of Ridley Miller, Jr. lot, Book V-4, page 296, Register's Office; runs thence north 168.35 feed to the E.B.L. of a lot this day conveyed by grantor herein to Leroy Miller and wife, Mary Miller, to a stake in the N.B.L. of Katye Miller Clark's 6.05 acre tract, on the S.B.L. of George Miller; runs thence east 156 feet with his line to a stake; thence sought 168.35 feet to a stake, the N.E. corner of said Ridley Miller, Jr. lot; thence west 156 feet with the N.B.L. of said Ridley Miller, Jr. lot to the point of beginning, containing 6/10 of an acre.

Grantees to furnish ½ of land for roadway on south side of lot.

Being the same land conveyed to Calvin Miller and wife, Martha Miller, by deed from Katye Miller Clark of record in Deed Book N-6, page 155, Register's Office for Hardeman County, Tennessee.

6. **PERSONAL PROPERTY**. The parties have agreed and equitably divided all personal property, furniture, furnishings, appliances, collectibles, art, and jewelry, etc. Neither party makes any claim or claim any right, title and interest against the other in or to the property in the possession of the other party, with the exception of the following which the Husband shall receive from the Rowan property:

- The den furniture, including, but not limited to the bar, mirrors, clocks and lamps
- The computer in the den
- Washer and dryer
- White and green dishes
- Husband's bedroom suite
- Tiller
- Power washer
- Push mower

Further, the parties agree that the Husband shall receive ½ of the family photos and that each shall be awarded their personal effects and clothing.

7. **AUTOMOBILES**. Each party shall be awarded all right, title and interest in the automobiles titled in their respective individual names as his or her sole and separate automobile, free and clear of any claim or ownership by the other party, and shall be responsible for any indebtedness associated with said vehicles.

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8. **BANK ACCOUNTS.** Each party shall be awarded all right, title and interest in the bank accounts titled in their respective individual names as his or her sole and separate automobile, free and clear of any claim or ownership by the other party.

9. **RETIREMENT AND PENSION BENEFITS.** The parties acknowledge Husband has a 401(K) account with Fidelity Investments, account ending in 3612, that has an approximate balance of $232,000.00 as of June 24, 2015. The parties shall divide the entire remaining balance of Husband's Ameriprise account ending in 3612 such that Wife receives Fifty-Six Thousand Dollars and 0/100 ($56,000.00) and Husband retains One Hundred Seventy Six Thousand Dollars and 0/100 ($176,000.00). Counsel for the Wife shall be responsible for the preparation of the Qualified Domestic Relations Order to effectuate said transfer.

The parties acknowledge that each has a pension account and that each shall be awarded all right, title and interest is her/her respective pension account, free and clear of any claim from the other party.

10. **MEDICAL INSURANCE.** Each party has their own medical insurance.

11. **DEBTS.** The parties do not have any jointly titled debts. Therefore, each party shall pay any debt in his or her sole name and shall hold the other party harmless thereon. Neither party shall cause any charges, or credit to be extended in the other party's name or on the other party's accounts.

T.C.A. § 36-4-134 NOTICE.

Each party hereby acknowledges that he or she has been advised that a divorce decree does not necessarily affect the ability of a creditor to proceed against him or her or his or her property, even though he or she is not responsible under the terms of the decree for an account, any debt associated with an account, or any debt and that it may be in his or her best interest to cancel, close

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or freeze any jointly held accounts.

12. **ALIMONY.** The Husband shall pay to the Wife the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) per month as alimony in futuro. Said amount shall be paid on the 15th of each and every month, beginning July 15, 2015. Said amount is taxable as income to the Wife and tax-deductible to the Husband. Further said alimony shall be payable until death or remarriage of the Wife or death of the Husband. Said alimony obligation is support that is necessary for the care and maintenance of the Wife and shall not be dischargeable in bankruptcy.

13. **ATTORNEY FEES AND COURT COSTS.** Each party shall pay their own attorney fees. Specifically, within ten (10) business days of receiving funds from the Husband's 401(K) account, the Wife shall pay to her attorney, Joy M. Sims, the sum of Nine Thousand Dollars ($9,000.00) for her attorney's fees. Further, Husband shall pay the remaining court costs.

14. **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.

15. **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 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/trix of the other's estate,

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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.

16. **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 Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

17. **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.

18. **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.

19. **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.

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20. 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.

21. 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, 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.

22. 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 Marital Dissolution Agreement.

23. 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.

24. 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

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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.

WITNESS OUR HANDS, this 24th day of June 2015 as to the Wife, and this 24th day of June 2015 as to the Husband.

MARTHA LUCILLE MILLER - Wife

CALVIN MILLER - Husband

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MARTHA LUCILLE MILLER, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 24th day of June 2015.

My Commission expires: 7-3-17

NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, CALVIN MILLER, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 24th day of June 2015.

My Commission expires: 7-3-17

NOTARY PUBLIC

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IT IS FURTHER ORDERED AND ADJUDGED that the Defendant/Husband shall be responsible for paying the remaining litigation tax and court costs of this cause, for which execution may issue if necessary.

ENTERED on this the 24 day of June, 2015.

THE HONORABLE PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

JOY M. SIMS
TENN. SUP. CT. REG. NO. 19609
Attorney for the Plaintiff/Wife
611 Woodland Street
Nashville, TN 37206
(615) 244-8171

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been hand delivered forwarded on the 24th day of June, 2015 to:

Tusca R. S. Alexis
Attorney at Law
Attorney for the Husband
301 S. Perimeter Park Drive, Suite 100
Nashville, Tennessee 37211

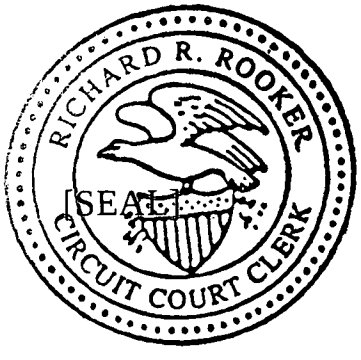
JOY M. SIMS

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 24 day of JUNE, 2015, in Docket Number 12D2611 between MILLER, MARTHA LUCILLE, Plaintiff, and MILLER, CALVIN, 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 30 day of JUNE in the year two thousand fifteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,



By: _____
Deputy Clerk