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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2011 JUN 27 PM 1:38

CHRISTINA LEE WOODARD
Wife/Plaintiff

vs.

CHARLES LUTHER WOODARD
Husband/Defendant

DOCKET NO. 11D-436
NOTICE OF ENTRY IS ~~REQUESTED~~

FINAL DECREE

This cause came on to be heard on the 27th day of June, 2011 before the Honorable Carol Soloman, Judge for the Eighth Circuit Court for Davidson County, Tennessee, upon the Amended Complaint of Divorce of Christina Lee Woodard ("Wife"). Present in court were the Wife and her attorney of record, Stephanie J. Williams. Upon testimony of the Wife, statement of counsel and the entire record in this cause, from all of which the Court affirmatively finds that the parties have made adequate and sufficient provision, by written agreement for the equitable settlement of any property rights between the parties, the Court determines as follows:

1. The parties were married in Williamson County, Tennessee on March 19, 2005.

2. The parties separated in Davidson County, Tennessee on or about April 1, 2010.

3. The parties have no minor children born of this marriage.

4. The parties have entered into a certain Marital Dissolution Agreement for the purpose of determining their rights and liabilities with regard to one another.

5. The Marital Dissolution Agreement attached hereto and incorporated by reference herein was made freely and voluntarily by the parties for the purpose of determining Wife's and Husband's rights and liabilities with regard to one another, and is adopted by this Court for all purposes, including enforcement of the terms thereof. Said agreement is as follows:

BILL GARRETT, Davidson County
Trans:T20150066805 DEEDDIV
Recvd: 08/11/15 13:33 13 pgs
Fees:67.00 Taxes:0.00
20150811-0080365

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RICHARD R. ROOKER, CLERK
D.C.

IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHRISTINA LEE WOODARD
Wife/Plaintiff

vs.

CHARLES LUTHER WOODARD
Husband/Defendant

DOCKET NO. 11D-436

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between the parties, CHRISTINA LEE WOODARD, hereinafter referred to as the "Wife" and CHARLES LUTHER WOODARD, hereinafter referred to as the "Husband ."

WITNESSETH:

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provision for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, the Wife is represented by counsel, namely, Stephanie J. Williams, Attorney, and the Husband is not represented.

WHEREAS, Husband hereby waives formal service of process for the Complaint for Divorce and Amended Complaint for Divorce filed in this cause and his right to file an answer for the same.

NOW, THEREFORE, in the consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

1. **WAIVER**: The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including material,

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insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto. The Husband further waives formal service of process of the Complaint for Divorce and Amended Complaint for Divorce filed by the Wife in this cause.

2. **ENTIRE AGREEMENT**: This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The laws of the State of Tennessee shall govern this agreement in all respects.

3. **NON-DISCHARGEABILITY**: With respect to each party's responsibility for 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 the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

4. **NECESSARY DOCUMENTS**: Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

5. **NON-COMPLIANCE**: Should either party incur any expense of legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

6. **SEVERANCE**: Should the court hold that any portion of this agreement is

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invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

7. **INCORPORATION, PERMANENT AND PENDENTE LITE**: In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree the Parties agree to the filing of this agreement and by said filing consent to the entry of a consent order binding them to the terms of this agreement. By the signing of this agreement the parties stipulate to these terms being enforced as if they were at the moment of signing an Order of this Court.

8. **VOLUNTARY EXECUTION**: Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein and each has been afforded the opportunity to be represented by counsel.

9. **MODIFICATION**: A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

10. **RESTRAINING PROVISIONS**: Both parties shall be permanently enjoined from harassing, interfering with, or imposing any restraint upon the other except as set out in this Agreement.

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11. **ALIMONY:** Neither party shall have a claim of alimony from the other party.

12. **PERSONAL PROPERTY:**

(a) Husband and Wife shall take full responsibility, financial, seek insurance, and otherwise, for the vehicle in his/her possession and shall hold the other party harmless for this debt.

(b) The Husband shall be awarded all right, title and interest in the 2001 Chevy Cavalier. The Husband shall be responsible for any and all indebtedness associated with said vehicle and shall hold the Wife harmless for the same.

(c) Each party shall have and keep their personal effects and clothing.

(d) The parties have divided the other personal property and each shall keep that which is in their possession.

(e) Husband and Wife shall each retain and own all retirement and investment funds earned and held in their name individually.

13. **REAL PROPERTY:** The parties own real property located at 2228 Green Trails Drive, Antioch, Davidson County, Tennessee 37013. Said real property is titled in the name of the parties jointly; however, financed in the name of the Husband individually. The Husband shall be awarded all right, title and interest in said property, free and clear of any claim of the Wife and shall be responsible for any and all indebtedness associated with said real property. Any interest the Wife has in said real property shall be divested of the Wife and the same shall be reinvested into the Husband. Said real property is more particularly described as:

> *Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of Greenwood Subdivision, Phase One, Planned Unit Development, as of record in Instrument Number 20000922-0094259, amended in Instrument Number 20010605-0058472, Register's Office for said County, to which reference is made for a more complete description.*

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Being the same property conveyed to Charles L. Woodard and wife, Christina L. Woodard, by deed from Charles Daniel Raube, Jr., unmarried, of record in Instrument Number 20070619-0073381, Register's Office for Davidson County, Tennessee.

14. **CREDIT**: Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

16. **PRIOR TAX LIABILITIES**: If in any connection with any other joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be the responsibility of the parties equally. Husband and Wife each represents and warrants to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years. The parties shall retain and own equal shares of any and all refunds with respect to Federal Income Tax Returns heretofore filed by the parties.

17. **DEBTS**: The parties have a joint debt to Capital One Financial Corporation. The Wife shall be fully responsible for said debt and hold Husband harmless for the same. The Wife shall further pay said debt in full within sixty (60) days from the final hearing in this matter.

Other than the debt to Capital One Financial Corporation, the parties agree that they have no other joint debts and each shall be responsible for their respective individual debts.

For any debt not specifically mentioned herein, Wife agrees to assume, pay and hold

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Husband harmless on any debts that she has incurred and/or are in her individual name and Husband agrees to assume, pay, and hold Wife harmless for any personal debts that he has incurred and/or are in his individual name. Each of the parties shall be responsible only for the payment of accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless for any liability resulting from their failure to pay such accounts when they are due.

The parties understand that the allocation of debt contained herein does not affect the ability of a creditor to proceed against either party or the party's property for any debt/account held in the name of either or both parties, even though one party is not responsible under the terms of this Marital Dissolution Agreement for said debt and/or any other debt or account associated with one or both of the parties. In light of the foregoing and in the best interest of the parties, either party may choose to cancel, close or freeze any jointly held debt/account.

18. **BANK ACCOUNTS**: The parties shall keep their respective individual checking and savings accounts.

19. **IRRECONCILABLE DIVORCE PROCEEDINGS**: As soon as possible after the execution of this Agreement, the Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences.

20. **ATTORNEY FEES**: The Husband and Wife shall be responsible for paying their own attorney fees.

21. **COURT COSTS**: The Wife shall be responsible for the Court Costs in this cause.

22. **WIFE'S NAME:** Wife shall be restored to her married name of Christina Lee Melendy

WITNESS OUR HANDS ON THE DAY AND DATE WRITTEN BELOW.

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6-12-11

CHARLES LUTHER WOODARD DATE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, CHARLES LUTHER WOODARD, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of his knowledge, information and belief.

This the 12th day of June, 2011.

Notary Public My Commission Expires: 7/8/13

STEPHANIE J. WILLIAMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Copy

CHRSTINA LEE WOODARD 6/12/11 DATE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, CHRSTINA LEE WOODARD, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of her knowledge, information and belief.

This the 12th day of June, 2011.

Notary Public My Commission Expires: 7/8/13

STEPHANIE J. WILLIAMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Wife, Christina Lee Woodard, is hereby awarded an absolute divorce from the Husband, Charles Luther Woodard, on the grounds of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of the Marital Dissolution Agreement herein are adopted by this Court and incorporated by reference in this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall be restored to her maiden name of Christian Lee Melendy.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Wife shall be responsible for the Court Costs in this cause, for which execution may issue, if necessary.

ENTERED THIS THE 27 DAY OF JUNE, 2011.

HONORABLE CAROL SOLOMAN, JUDGE

SUBMITTED AND APPROVED FOR ENTRY:

Stephanie J. Williams, BPR#023380
SJW FAMILY LAW
700 12th Avenue South, Ste. 306
Nashville, Tennessee 37203
(615) 270-4600-phone
(615) 250-0572-fax
swilliams@sjwfamilylaw.com-email

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded by U.S. Mail, postage prepaid to the Husband, Charles Luther Woodard, at 2228 Green Trails Drive, Antioch, Tennessee 37013, this the 27th day of June, 2011.

Stephanie J. Williams

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CERTIFICATE OF SERVICE

DOCKET NO. 11D436

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 29TH day of JUNE, 2011.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

STEPHANIE J. WILLIAMS, ATTORNEY
SJW FAMILY LAW
700 12TH AVE. SOUTH, SUITE 306
NASHVILLE, TN 37203

CHARLES LUTHER WOODARD
2229 GREEN TRAILS DR.
ANTIOCH, TN 37013

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 27 day of JUNE, 2011, in Docket Number 11D436 between WOODARD, CHRISTINA LEE, Plaintiff, and WOODARD, CHARLES LUTHER, 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 07 day of AUGUST in the year two thousand fifteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

By: _____

Deputy Clerk