Copy

IN THE CIRCUIT COURT FOR THE STATE OF TENNESSEE
20TH JUDICIAL DISTRICT, DAVIDSON COUNTY
8TH CIRCUIT

2012 JAN 30 AM 10: 16

CHRISTIAN PATRICK DEPRIEST,
Plaintiff/Husband,

v.

AMY MIDGETT DEPRIEST,
Defendant, Wife.

Civil No: 11D1422

FINAL DECREE

This case came to be heard on the 30th day of January 2012 in the Circuit Court for State of Tennessee, Eighth Circuit, 20th Judicial District, Davidson County, before the Honorable Carol Soloman upon the Husband's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. Based upon the record and testimony of Husband, the Court finds that the Husband should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties in accordance with *Tennessee Code Annotated* § 36-4-103.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Husband, Christian Patrick Depriest, should be and is hereby granted an absolute divorce from the Wife, Amy Midgett Depriest, upon the grounds of irreconcilable differences, and that he should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further, ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court and incorporated herein as follows:

BILL GARRETT, Davidson County
Trans:T20150069674 DEEDDIV
Recvd: 08/18/15 16:00 12 pgs
Fees:62.00 Taxes:0.00
20150818-0083285

Copy

FILED
2011 NOV 3 AM 10:11
RICHARD R. ROOKER, CLERK
D.C.

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

CHRISTIAN PATRICK DEPRIEST,	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	Docket No. 11D1422
	)	
AMY CATHERINE MIDGETT DEPRIEST,	)	
	)	
Defendant/Wife.	)	

MARTIAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Eighth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Plaintiff, Christian Patrick DePriest, hereinafter referred to as "Husband," against the Defendant, Amy Catherine Midgett DePriest, hereinafter referred to as "Wife," under Docket No. 11D1422, and Wife having been served with the Complaint;

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and;

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

Copy

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

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

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, nor compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement, where it may show 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.

(4) TRIAL: Husband shall proceed to Court to obtain a divorce upon the grounds of irreconcilable differences.

(5) CHILD CUSTODY, VISITATION AND SUPPORT: The parties have no minor children.

(6) ALIMONY AND SPOUSAL SUPPORT: The parties agree that neither Husband nor Wife shall be entitled to alimony.

(7) MAIDEN NAME: The wife shall be restored to her maiden name of AMY CATHERINE MIDGETT.

(8) PERSONAL PROPERTY: The parties have previously divided all personal property. Any property in possession of Husband or Wife shall become the sole property of the person now in possession.

Copy

(9) REAL PROPERTY: The Husband shall be vested in all right title and interest in and to the marital home at 320 Old Hickory Blvd, Apt. 707, Nashville, Tennessee 37221 free of any further claim of the Wife.

(10) AUTOMOBILES: Both parties shall retain the vehicle that is presently in their name and possession and shall hold the other party harmless of said indebtedness, if any.

The parties agree that the Wife shall retain sole and exclusive ownership of the 2003 Honda Civic Ex currently in her possession. The Wife agrees to indemnify and hold Husband harmless from any indebtedness related to the same. The Wife agrees to be responsible for any other debt associated with said vehicle. Husband shall maintain insurance on the vehicle until September 14, 2011.

The parties agree that the Husband shall retain sole and exclusive ownership of the 2007 GMC Sierra truck currently in his possession. The Husband agrees to indemnify and hold Wife harmless from any indebtedness related to the same. The Husband further agrees to be responsible for any and all debt associated with said vehicle.

(11) RETIREMENTS AND ANNUITIES: Husband and Wife further agree that neither party has any right, title, or interest in the other's retirement, pension or 401(k) account. Wife currently maintains two separate retirement accounts which are solely in her name, and Husband is vested with his 401(K) and retirement with his employer.

(12) BANK ACCOUNTS: Each party shall be awarded sole title to, interest in, and possession of, all monies in pension plans, investment accounts, checking and savings accounts, and other monies on deposit, solely in their name.

Parties agree that through a division of marital assets that the Wife shall be entitled to

Copy

$25,000.00. Wife has already received $5,000.00, shall receive $5,000 upon the execution of this Agreement, and shall receive an additional $5,000.00 by the date of the divorce decree. Wife will thereafter receive $2,000.00 per month for five months, or until such time that Wife as received her complete division of the marital estate not to exceed $25,000.00.

Pursuant to paragraph 3 of this Agreement, the Parties agree that Wife shall not incur any tax liability, penalty, or debt in regard to this property division entitling Wife to $25,000. The Parties further agree that Husband will fully reimburse Wife for the full amount of an such tax liability or penalty within ten (10) days of receiving notice of Wife's payment of such taxes *should Wife incur any tax liability, penalty, or debt in conjunction with this property transfer of $25,000.*

Parties agree that 78.531 Shares of Hartford Capital Appreciation, given to the couple by Suzanne Midgett, shall be sold on the day the divorce decree and a copy of the conformation will be mailed to Wife at 418 Majesty Drive Murfreesboro, TN 37129.

(13)(A) DEBT: Husband and Wife hereby agree that Husband shall be responsible for any debt incurred solely in his name and hold Wife harmless from said indebtedness.

Each will be responsible for debts incurred since separation of the parties on May 6, 2011.

Husband and Wife hereby agree that Wife shall be responsible for any debt incurred solely in her name and hold Husband harmless from said indebtedness.

Husband will be solely responsible for any indebtedness which appears jointly in the names of both parties and has been disclosed under terms of this Agreement unless otherwise expressly provided for in this Agreement and shall hold Wife harmless from any liability therefore.

Both parties agree that, from and after, the execution of this Agreement, neither of them shall incur any indebtedness for which the other party may be held liable. Both parties affirm that there

Copy

are no other joint or marital debts, which have not been disclosed herein. In the event that a creditor of either party seeks to compel the other party to pay any debt or obligation for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against who the claim is made, shall be entitled to recover from the other party, the amount of any payment he or she makes, including, interest, penalties, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(13)(B)TAXES: The parties shall file their 2011 taxes as separate.

(14) HEALTH and LIFE INSURANCE: Husband and Wife agree that each shall be responsible for providing their own health insurance. Husband shall provide the appropriate information to the Wife for her to apply for COBRA coverage. Wife shall be responsible for any costs associated with the COBRA coverage or other health insurance.

(15) ATTORNEY'S FEES: The parties agree that each shall be responsible for his or her own attorney's fees.

(16) COURT COSTS: The parties agree that Husband shall be solely responsible for the costs of this cause, for which execution may issue if necessary, if any amount exists over and above the initial filing fee.

(17) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and court costs in the enforcement of same.

(18) 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 nondischargeable debt

Copy

under 11 U.S.C. § 523(5), et seq., 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.

(19) CREDITOR NOTICE: Pursuant to Tennessee Code Annotated § 36-4-134, the final decree of divorce does not effect 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 the decree for an account, any debt associated with an account or any debt. It would be in each party's best interest to cancel, close or freeze any jointly held accounts.

(20) FAIRNESS OF AGREEMENT: The parties further acknowledge that the provisions of this agreement for his and her support and maintenance are fair, adequate, and satisfactory to them and are in keeping with his or her accustomed standard of living and reasonable requirements.

(21) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any undue influence, fraud, coercion, or misrepresentation, of for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

(22) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

Copy

(23) COMPLETE DISCLOSURE: Each party has made a full and complete disclosure of his or her assets and liabilities.

(24) ESTATE WAIVER: 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 or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's 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 of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(25) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed it voluntarily.

(26) 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 to seek tax counseling regarding the 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.

CJ (Husband's Initials)

KD (Wife's Initials)

Copy

(27) INDEPENDENT COUNSEL: Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

(28) JURISDICTION: By their signatures hereinafter below, both parties herewith acknowledge that Davidson County is the proper jurisdiction and venue of this action.

(29) PARTIAL INVALIDITY: If any provisions of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

WITNESS MY HAND, this the 8th day of November, 2011, as to the Husband.

LAURENA F. STANOS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY of WILLIAMSON

Christian Patrick DePriest
CHRISTIAN PATRICK DEPRIEST

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within **CHRISTIAN PATRICK DEPRIEST**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 8th day of November, 2011.

Laurena F. Stanos
NOTARY PUBLIC
My Commission Expires: September 29 2014

CD (Husband's Initials)

KD (Wife's Initials)

Copy

WITNESS MY HAND, this the 8th day of November, 2011, as to the Wife.

Amy Catherine Midgett DePriest
AMY CATHERINE MIDGETT DEPRIEST

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within **AMY CATHERINE MIDGETT DEPRIEST**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 8th day of November, 2011.

Laurena F. Stanos
NOTARY PUBLIC

My Commission Expires: September 24 2014

LAURENA F. STANOS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY of WILLIAMSON

CD (Husband's Initials)

AMD (Wife's Initials)

Copy

Husband's Address:

Christian Patrick Depriest
320 Old Hickory Blvd, Apt 707
Nashville, Tennessee 37221

Wife's Address:

Amy Midgett Depriest
418 Majesty Drive
Murfreesboro, TN 37129

It is further, ORDERED, ADJUDGED and DECREED that Wife shall be restored to her maiden name: Amy Catherine Midgett.

It is further, ORDERED, ADJUDGED and DECREED that the parties shall equally pay the litigation tax and costs of this action for which execution may issue if necessary.

There has been no order of protection

CS 1-30-12

Carol Soloman, Circuit Court Judge

Approved for Entry:

John I. Harris III - 12099

Of counsel to
Schulman, LeRoy & Bennett PC
501 Union Street, 7th Floor
PO Box 190676
Nashville, Tennessee 37219
Tel: (615) 244-6670
Fax: (615) 254-5407

Certificate of Service

I hereby certify that a copy of the foregoing has been mailed to Amy Catherine Midgett Depriest, 418 Majesty Drive, Murfreesboro, Tennessee 37129 on this 30 day of January, 2012.

cc:Christian Patrick Depriest
19-0653

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 30 day of JANUARY, 2012, in Docket Number 11D1422 between DEPRIEST, CHRISTIAN PATRICK, Plaintiff, and DEPRIEST, AMY MIDGETT, 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 18 day of AUGUST in the year two thousand fifteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

