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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2005 SEP 20 PM 2:05

KENNETH CHARLES WALLER,
Plaintiff,

vs.

RITA FAYE GUNTER WALLER,
Defendant.

Docket No. 05D- 2451
NOTICE OF ENTRY REQUESTED

BILL GARRETT, Davidson County
Trans:T20150097738 DEEDDIV
Recvd: 11/17/15 13:57 11 pgs
Fees:57.00 Taxes:0.00
20151117-0116619

FINAL DECREE

This cause came for final hearing on the 20th day of September, 2005, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed by the Husband, Kenneth Charles Waller: personal service of process waived upon the Defendant, Rita Faye Gunter Waller, the cause proceeding to trial as an uncontested matter in view of a written executed Marital Dissolution Agreement, reached by and between the parties and exhibited to the Court, and the entire record in this cause. From all of which the Court is of the opinion and finds as follows:

That from the record presented to the Court, it appears that the Parties hereto have irreconcilable differences in their marriage.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore, existing by and between the Parties are hereby dissolved, and the Complainant, Kenneth Charles Waller, is hereby awarded an Absolute Divorce from the Defendant, Rita Faye Gunter Waller, upon the grounds there were irreconcilable

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differences, and he is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties have entered into a written executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by the Marital Dissolution Agreement. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2005 JUL 11 PM 3:47

KENNETH CHARLES WALLER, Plaintiff,	)	
vs.	)	Docket No. 05D-2451
RITA FAYE GUNTER WALLER, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into by and between Kenneth Charles Waller, hereinafter referred to as "Husband", and Rita Faye Gunter Waller, hereinafter referred to as "Wife", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, certain differences have arisen between the Parties which appear to be irreconcilable, and there is now pending in the Eighth Circuit Court for Davidson County, Tennessee, a suit for Divorce between the Parties being Kenneth Charles Waller versus Rita Faye Gunter Waller, being docket number 05D-2451; and

WHEREAS, the Parties hereto are mutually desirous of adjusting certain property rights between themselves; and

WHEREAS, the Parties further desire to comply with the conditions precedent to granting of a divorce on the basis of irreconcilable differences according to TCA § 36-4-103.

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NOW THEREFORE, said Parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the Parties hereto, agree as follows:

1. **PROPERTY.** (A) Real- The Parties acknowledge and agree that the Husband owns certain real property located at 132 Morningview Court, Madison, Tennessee 37115, titled exclusively in the Husband's name. Said property was owned and titled to the Husband prior to the parties' marriage. The Wife acknowledges she does not have any interest in the real property, she has not contributed to the value of the property and she waives any interest she may have by virtue of her marriage to the Husband.

(B) Personal- The Parties acknowledge and agree each has possession of his/her own personal property, with the other divesting themselves of any interest of the others property.

2. **DEBTS.** The Parties acknowledge and agree there is no joint marital debt. The parties agree and acknowledge they each have medical bills acquired in their individual names, and shall be individually responsible for said debt. The parties further agree to hold the other party harmless for their respective medical debts and/or debts in general, and indemnify the other for said debts.

3. **INCOME TAX.** The Parties acknowledge and agree to file a separate 2005 Income Tax Return.

4. **AUTOMOBILES.** The Parties acknowledge and agree the Husband owns a 2002 Toyota truck titled in the Husband's name only. The Wife shall divest herself of

any interest in the automobile and the Husband shall hold the Wife harmless on any outstanding indebtedness.

The Wife shall maintain as her separate automobile a 1997 Monte Carlo titled in both parties' name. The Husband shall divest himself of any interest in the automobile, and shall execute any documentation to effectuate the same. The Wife shall hold the Husband harmless and indemnify him of any outstanding indebtedness of the automobile.

5. **401K/PENSION.** Each party agrees to divest themselves of any interest of the other's 401K/Pension retirement plan.

6. **ATTORNEY FEE/COURT COSTS.** Husband shall be responsible for the payment of attorney fees and Court costs in this matter, as long as the divorce proceeds on the grounds of irreconcilable differences.

7. **REPRESENTATION.** Wife agrees and acknowledges that the Husband has retained Gary W. Temple, Attorney at Law, with regard to this action, who has acted exclusively in the capacity as the Husband's attorney.

8. **MAIDEN NAME.** The Wife shall be restored to her maiden name of Rita Faye Gunter.

9. **MISCELLANEOUS PROVISIONS.** 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 debt 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. The assumption of any above- stated indebtedness and all other indebtedness outlined in this Marital Dissolution Agreement by each Party shall be considered a duty directly related to spousal support, alimony, child support and maintenance and it shall not be considered dischargable in any bankruptcy proceeding by one Party against the non-bankrupt spouse so as to allow a third party creditor to claim against the non-bankrupt spouse.

10. In the event it becomes reasonably necessary for either Party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

11. It is further understood and agreed that this Agreement shall in no way restrict either Parties' right to maintain any suit for divorce, and it shall in no way restrict either Parties' right to make a defense to such suit. It is further understood and agreed by and between the Parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree in so far as it undertakes to settle the mater of alimony and the property rights of the Parties hereto, subject to the approval of the Court.

12. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement for the property rights to the respective Parties hereto, and is a full discharge of the Husband from all other obligations to support the Wife and a discharge from all other claims arising out of their marital

relationship and that each Party waives and relinquishes jurisdiction in the other's property including without limitation, dowery, curtesy, statutory allowance, alimony and support, right to act as administrator and executor of the other's estate and this Agreement applies to all property now owned by the Wife and the Husband, or any property that either of them may acquire in the future.

13. Each of the Parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

14. Each of the Parties hereto covenants with the other that from this day forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the Party for whose benefits such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

15. This Agreement shall be binding upon and in encue to the benefit of the Parties hereto, their personal representatives, heirs and assigns.

16. It is further understood and agreed by and between the Parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in the Agreement and their legal affect 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.

17. Each of the Parties hereby acknowledge that a divorce action is pending under the above style and docket number in the Circuit Court for Davidson County,

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Tennessee. Each of the Parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process.

IN WITNESS WHEREOF, the said Parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Kenneth Charles Waller

Rita Faye Gunter Waller

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said County and State, the within named Kenneth Charles Waller who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This 11th day of July, 2005.

Aimee Bobbitt
Notary Public
My Commission Expires: 5-30-07

AIMEE DENISE BOBBITT NOTARY PUBLIC AT LARGE DAVIDSON CO., TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said County and State, the within named Rita Faye Gunter Waller, who acknowledged that she executed the above Marital Dissolution Agreement for the purposes therein contained.

This 11 day of July, 2005.

Aimee Bobbitt
Notary Public
My Commission Expires: 5-30-07

AIMEE DENISE BOBBITT NOTARY PUBLIC AT LARGE DAVIDSON CO., TENNESSEE

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED the Wife shall be restored to her maiden name of Rita Faye Gunter.

IT IS ORDERED that the costs of this action are taxed to the Husband, for which execution may issue.

The address of the Plaintiff is 132 Morningview Court, Madison, Tennessee 37115.

The address of the Defendant is 127 Sandhill Road, LaVergne, Tennessee 37086.

ENTERED this 20th day of September, 2005.

Carol Soloman, Judge

Approved for Entry:

Gary W. Temple (#014503)
Attorney for Plaintiff
4211 Gallatin Road
Nashville, Tennessee 37216
(615) 226-2263

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Rita Waller, 127 Sandhill Road, LaVergne, Tennessee 37086, this 20 day of September, 2005.

Gary W. Temple

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 05D2451

Pursuant to Rule 58(3) of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 21ST day of SEPTEMBER, 2005.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

GARY W. TEMPLE, ATTORNEY
4211 GALLATIN RD.
NASHVILLE, TN 37216

RITA WALLER
127 SANDHILL RD.
LAVERGNE, TN 37086

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 20 day of SEPTEMBER, 2005, in Docket Number 05D2451 between WALLER, KENNETH CHARLES, Plaintiff, and WALLER, RITA FAYE GUNTER, 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 10 day of NOVEMBER in the year two thousand fifteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

