IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BILL GARRETT, Davidson County
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20160111-0002627

MAURICE TUCKER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	DOCKET NO. 13D218
	)	
KUWANDA TUCKER,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, MAURICE TUCKER, (hereinafter referred to as the "Husband") and KUWANDA TUCKER, (hereinafter referred to as the "Wife") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the Husband has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103. It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and

WHEREAS, the parties own real property and do own some items of personal property;

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

I. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 2008 Chevy Malibu and 1997 Ford Explorer, which she drives as her vehicles, both titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the 2006 Ford F-150, which he drives as his vehicle, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

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b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party. It is agreed by and between the parties that the HUSBAND shall have ninety (90) days from entry of the Final Decree of Divorce to retrieve his personal property from the marital residence.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the HUSBAND shall relinquish any interest that HUSBAND might have in the real property owned by the parties located at 1900 Mckennell Dr., Nashville, TN 37206, and more particularly described below, so that the WIFE shall own this property free and clear of any interest or claim of the HUSBAND, and any interest of the HUSBAND shall be divested from HUSBAND and reinvested in the WIFE. The property is more particularly described as follows:

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LAND in Davidson County, Tennessee, being Lot No. 5 on the Plan of Porter Heights Addition of record in Book 2854, Page 30, Register's Office for Davidson County, Tennessee,

to which plan reference is hereby made for a more complete and accurate legal description.

It is further agreed by and between the parties that the HUSBAND shall be solely responsible for the 2014 property taxes on the aforesaid property. The WIFE shall be solely responsible for the property taxes of the aforesaid property after 2014.

It is further agreed by and between the parties that the HUSBAND shall continue to make timely payments on the utilities of the aforesaid property until he has made the lump sum alimony payment to the Wife as indicated in section VIII. ALIMONY of this Agreement. Further, after alimony payment has been made in accordance with this Agreement, the WIFE shall transfer all utilities of the marital residence into her name individually within thirty (30) days from entry of the Final Decree of Divorce.

After HUSBAND has made the lump sum alimony payment in accordance with this Agreement, the Wife shall be solely responsible for any indebtedness associated with said property including, taxes after 2014, insurance, utilities, maintenance, and upkeep and that WIFE shall indemnify and hold the HUSBAND harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that the Husband has acquired an interest in a retirement/profit sharing plan with Principal Financial. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the retirement/profit sharing/401K plan of the Husband. It is agreed by and between the parties that the interest of the Wife in the retirement/profit sharing plan of the Husband shall be divested from her and reinvested in the Husband, so that the Husband shall own his retirement/profit sharing plan as his sole property, free

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and clear of any interest or claim of the Wife.

The parties acknowledge that the Wife has not acquired an interest in a retirement/profit sharing plan.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

NOTICE: The Martial Dissolution Agreement and Final Decree of Divorce 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 the Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

VII. MAJOR MEDICAL INSURANCE.

It is agreed by and between the parties that the HUSBAND shall maintain major medical insurance and hospitalization insurance on the Wife for twelve (12) months from the date of entry of the Final Decree of Divorce. Thereafter, each of the parties shall be responsible for securing and maintaining his or her own policy of major medical and hospitalization insurance.

VIII. ALIMONY.

The Husband shall pay to the Wife alimony *in solido* in three (3) lump sum installments as follows: a lump sum payment in the amount of Two Hundred Dollars and 00/100 ($200.00) upon execution of this Agreement, a lump sum payment in the amount of Eight Hundred Dollars and 00/100 ($800.00) to be paid on Friday, June 20, 2014, and a lump sum payment in the amount of

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Forty Four Thousand Dollars and 00/100 ($44,000.00) to be paid within ninety (90) days upon execution of this Agreement. The foregoing alimony shall not be includable to the Wife's income and shall not be deductible to the Husband for federal income tax purposes.

IX. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

X. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2012. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2013 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2013 tax year.

XI. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XII. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the Husband.

XIII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or

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intimidating the other.

XIV. 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.

XV. 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, 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.

XVI. 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.

XVII. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for

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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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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, either 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.

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XXII. 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 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.

XXIII. 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.

XXIV. 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 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 18th day of June, 2014.

Maurice Tucker
MAURICE TUCKER

Kuwanda Tucker
KUWANDA TUCKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MAURICE TUCKER, 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 18th day of June, 2014.

Theresa Castor
NOTARY PUBLIC

THERESA CASTOR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES November 6, 2017

My Commission expires: 11-06-2017

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, KUWANDA TUCKER, 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 18th day of June, 2014.

Theresa Castor
NOTARY PUBLIC

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STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES November 6, 2017

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