IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED
10:30 AM
JUN 22 2015
KATHRYN STRONG, CLERK
BY _____ D.C.

MATTHEW UNDERWOOD,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	**NO. 2013-CV-391**
	)	
BETHANN UNDERWOOD,	)	
	)	
Defendant	)	

BILL GARRETT, Davidson County
Trans:T20160037804 DEEDDIV
Recvd: 05/06/16 10:35 16 pgs
Fees:77.00 Taxes:0.00
20160506-0045010

FINAL DECREE OF DIVORCE

This matter came on to be heard before the Honorable Joe H. Thompson, Circuit Court Judge of Sumner County, Tennessee, upon the sworn Complaint of the Plaintiff, **MATTHEW UNDERWOOD**, for an absolute divorce from the Defendant, **BETHANN UNDERWOOD**, upon the grounds of irreconcilable differences, the Marital Dissolution Agreement entered into by the parties and it appearing to the Court, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling the parties to an Absolute Divorce from one another on said grounds;

It further appearing to the Court that there are no minor children born of this marriage;

It further appearing that the parties have executed a written, notarized Marital Dissolution Agreement, and which Agreement the Court affirmatively finds does make adequate and sufficient provision for the equitable settlement of all property rights between the parties, and the Court affirmatively finds that the Marital Dissolution Agreement should be incorporated into and made a part of this Final Decree of Divorce, it is therefore,

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the parties, **MATTHEW UNDERWOOD** and **BETHANN UNDERWOOD**, are absolutely divorced on the

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grounds of irreconcilable differences pursuant to T.C.A. §36-4-101, et seq. and restored to all rights and privileges of single persons.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement is ratified and the same is hereby adopted in all respects and incorporated in and made a part of this decree with the ~~ownership of real and personal property and responsibility for the parties' debts decreed as set~~ forth in the Marital Dissolution Agreement incorporated herein by reference.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement makes a fair and equitable distribution of the parties' marital assets.

IT IS FURTHER ORDERED that the wife, **BETHANN MARIE UNDERWOOD**, is hereby restored to her previous name of BethAnn Marie Quigley.

IT IS FURTHER ORDERED that court costs are to be paid by the HUSBAND, for which execution may issue, if necessary.

ENTERED this 22nd day of June, 2015.

JUDGE JOE H. THOMPSON

STATE OF TENNESSEE, SUMNER COUNTY
I, Kathryn Strong, Clerk, do hereby certify that the foregoing is a true and correct copy of the Final Decree on file or issued in the case of Underwood vs Underwood
This the 23rd day of June 2015
Kathryn Strong
KATHRYN STRONG, CIRCUIT COURT CLERK

SUMNER COUNTY CIRCUIT COURT SEAL TENNESSEE

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

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CIRCUIT COURT CLERK
BY MD D.C.

MATTHEW UNDERWOOD,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	**NO. 2013-CV-391**
	)	
BETHANN UNDERWOOD,	)	
	)	
Defendant	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into by and between **MATTHEW UNDERWOOD** (hereinafter referred to as "HUSBAND") and **BETHANN UNDERWOOD**, (hereinafter referred to as "WIFE"), subject to the following premises, terms and conditions:

WHEREAS, the parties have experienced marital difficulties and a Complaint for Absolute Divorce has been filed in the Circuit Court for Sumner County, Tennessee, under the docket number 2013-CV-391; and

WHEREAS, the parties have experienced such irreconcilable differences in their marriage which made reconciliation impossible, entitling the parties to an Absolute Divorce pursuant to T.C.A. 36-4-101(11) and each shall be restored to all the rights and privileges of an unmarried person.

WHEREAS, the parties desire to enter into this Marital Dissolution Agreement, which Agreement they consider to be a fair and equitable settlement of all property rights existing between them; and

WHEREAS, the parties desire that the Court approve this Marital Dissolution Agreement, and that the same be made a part of any Final Decree of Divorce entered in this case; and

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. **BANK ACCOUNTS, RETIREMENT/PENSION FUNDS, INVESTMENTS AND LIFE INSURANCE POLICIES, AND STOCKS**

Each party shall be awarded all right, title and interest in and to any and all bank accounts, titled in his or her respective name, not otherwise provided for herein, free and clear of any claims from the other party.

The parties agree that the HUSBAND shall be awarded all right, title and interest in the following bank account:

1. Regions Bank (Personal Bank Account) xxxxxxx2990

The parties agree that the above-referenced account is currently titled in the HUSBAND'S name alone and that HUSBAND shall be entitled to all proceeds free and clear from any claims BY WIFE.

The parties agree that the WIFE shall be awarded all right, title and interest in the following bank account:

1. Regions Bank (Personal Checking) xxxxxx9387

The parties agree that the above-referenced account is currently titled in the WIFE'S name alone and that WIFE shall be entitled to all proceeds free and clear from any claims by HUSBAND.

Each party agrees to sign any necessary documentation to waive their rights to the aforesaid accounts, plans and/or policies upon request from the financial institution and/or the other party.

3. **DEBTS**

The parties agree that any debt incurred after July 4, 2012 shall be the sole debt of the individual who accrued said debt.

The parties agree that WIFE shall be solely responsible for payment of all outstanding indebtedness for the following secured and unsecured debts and shall indemnify and hold the HUSBAND harmless from repayment thereof:

1. _____ (Kia automobile) Loan #_____ $1,700.00

The parties further agree that the HUSBAND shall reimburse the WIFE for the following debts:

1. _____(phone disconnect fee)Acct. #_____ $400.00

2. _____(Haley's medical fund) $300.00

Each party agrees to be responsible for any debt in his or her separate name incurred which is not listed in this agreement and that debt shall be the sole debt of that party, and each agrees to hold the other harmless from any liability therefore. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation, except as otherwise provided herein, and the parties acknowledge there has been a

full disclosure of all debts in this agreement. Any individual debt incurred not provided for herein shall be that party's separate debt and he or she shall hold the other harmless from any liability therefore.

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 any expenses incurred in defending the creditor's action(s).

Notice pursuant to T.C.A. § 36-4-134: This decree 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 this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts. claim, including reasonable attorney's fees.

4. **PERSONAL PROPERTY**

The parties acknowledge that the items of household furniture, furnishings and other personal property have been divided, and they agree that each party shall receive all right, title and interest in and to those items currently in his or her respective possession at the time of execution of this agreement free and clear of any claims of ownership from the other party. With regard to the household furniture, furnishings and other personal property of the parties, the parties agree that said items have been equitably divided.

The parties agree that the WIFE shall be granted all photographs of her family, all of her mother's personal items, all of her daughter's personal items, and copies of any and all legal documents which pertain to her and/or include her name.

Each party agrees to divest any right, title and interest they may have in the personal property in the physical possession of the other.

5. MARITAL RESIDENCE AND REAL PROPERTY

The parties jointly own real property located at 628 Belgium Drive; Hermitage, TN. The parties agree that WIFE shall give the HUSBAND any and all of her marital equity in the residence. The WIFE also agrees to cooperate by executing any documents necessary when the residence is sold.

6. VEHICLES

The parties own either jointly or solely certain vehicles. The parties agree that the WIFE shall be awarded all right, title and interest in the following vehicles, free and clear of any claims from the HUSBAND:

1. 2007 Kia Sportage, VIN# KNDJF724977449268

WIFE shall assume any outstanding indebtedness which may be owed in connection with said vehicle, and he shall indemnify and hold the HUSBAND harmless from repayment thereof.

The parties agree that the HUSBAND shall be awarded all right, title and interest in the following vehicles in his possession, free and clear of any claims from the WIFE:

1. 1997 Honda Accord, VIN#1HGCG5544WA071997

HUSBAND shall assume any outstanding indebtedness which may be owed in connection with said vehicle, and he shall indemnify and hold the WIFE harmless from repayment thereof.

The parties agree that the HUSBAND shall be granted the 2008 Harley Davidson motorcycle and HUSBAND shall assume any outstanding indebtedness which may be owed in connection with said vehicle, and he shall indemnify and hold the WIFE harmless from repayment thereof.

7. **ALIMONY**

Neither party has made any claim for alimony.

8. **INSURANCE:**

No notice is has been given under T.C.A. § 56-7-2366, as each party is covered by their respective employers and/or policies.

9. **FEDERAL INCOME TAXES**

The parties agree that the WIFE shall be indemnified and held harmless for any tax obligations of the HUSBAND. As of the date of execution of the instant documents, the WIFE has paid $6,119.00, via garnishment, in connection with the HUSBAND'S tax obligations. Therefore, the parties agree that the WIFE shall be reimbursed for all garnishments, payments and any other fees she has incurred in connection with the HUSBAND's tax obligations. The parties further agree that should the WIFE be granted relief from the IRS for payments made in connection with the tax obligations, the HUSBAND shall not be liable to the WIFE for that amount. The WIFE shall not be doubly reimbursed for tax obligations and/or payments. Said reimbursement obligation of the HUSBAND to the WIFE shall be reduced to a judgment for which execution may issue.

In addition, the parties agree that the HUSBAND shall pay the remainder of the IRS obligation arising during the parties' marriage within thirty (30) days from the signing of the instant MDA.

10. **MAIDEN NAME**

WIFE has chosen to be restored to her maiden name of BETHANN MARIE QUIGLEY.

11. **ATTORNEY FEES AND COURT COSTS**

The parties agree that HUSBAND shall be responsible for his attorney fees and all court costs, as well as the WIFE'S attorney fees for the instant action. Reimbursement by HUSBAND for WIFE's attorney fees shall not exceed two-thousand dollars ($2,000). Said reimbursement obligation of the HUSBAND to the WIFE shall be reduced to a judgment for which execution may issue.

12. **ENFORCEMENT**

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

13. **INCORPORATION**

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Sumner County, Tennessee and submitted to the Court for ratification and incorporation in the Final Decree of Divorce between the parties.

14. **FULL AND FINAL SETTLEMENT**

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.

15. BINDING AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. DISCLOSURE

Each party hereby represents and warrants that a full disclosure of all assets and liabilities has been made to the other party during the course of these proceedings, and the parties agree that in the event it is later discovered by either party that the other party owned or otherwise had any interest in an asset at the time of the execution of this Agreement, which asset was not disclosed during these proceedings, that party shall be entitled to receive an amount equal to one-half of the value of said discovered asset, including any decrease or increase in the value thereof since the execution of this Agreement.

17. VOLUNTARY AGREEMENT

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 of this Agreement and their legal effects 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.

18. 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.

19. VALIDITY

In the event 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.

20. EXECUTING DOCUMENTS

It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

21. BANKRUPTCY

Whenever one party is required by the terms of this agreement to assume full responsibility for payment of certain debts and/or indemnify and hold the other party harmless from any liability therefrom, such obligation shall be deemed to be a support obligation pursuant to 11 U.S.C. Section 523(a)(5), which the parties intend such obligations not to be dischargeable in Bankruptcy as to the other party.

22. MODIFICATION WAIVER

This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

23. **NO INTERFERENCE**

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct and 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, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

24. **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.

25. **NO TAX ADVICE**

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorney(s) and that said attorney(s) has/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 attorney(s) 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.

26. **TORT CLAIMS**

The parties further agree that by executing this Marital Dissolution Agreement, they are releasing, discharging and forever barring any possible tort claims which they may have against each, excluding those previously addressed in the instant MDA regarding HUSBAND'S tax obligations, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters I the future, out of any matters

which were incurred in this marriage, or which may have been incurred in the process of this divorce action.

27. **LEGAL REPRESENTATION**

The parties further agree that Beth A. Garrison is attorney only for the **WIFE,** and that John W. Roberts is the attorney only for the **HUSBAND**.

MATTHEW UNDERWOOD

6-9-15
Date

BETHANN UNDERWOOD

6-12-15
Date

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Nicole Matthews, a Notary Public in and for the aforesaid County and State, MATTHEW UNDERWOOD, the within named bargainer, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she/he executed the foregoing for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 9th day of June, 2015.

Nicole Matthews
Notary Public

My Commission Expires: March 10, 2019

NICOLE MATTHEWS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-10-2019

STATE OF Tennessee)
COUNTY OF Sumner)

Personally appeared before me, Beth A. Garrison, a Notary Public in and for the aforesaid County and State, BETHANN UNDERWOOD, the within named bargainer, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she/he executed the foregoing for the purposes contained therein.

Witness my hand in Hendersonville, Tenn., this 12th day of June, 20135

Beth A. Garrison
Notary Public

My Commission Expires: 8/27/2019

BETH A. GARRISON
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Respectfully Submitted:

Beth A. Garrison (#24434)
103 Bluegrass Commons Blvd.
Hendersonville, TN 37075
Tel. 824-3761; Ext. 201
Attorney for BethAnn Marie Underwood

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing **FINAL DECREE** has been delivered to:

John W. Roberts
Attorney at Law
1720 West End Avenue; Suite 530
Nashville, TN 37203

via U.S. Mail, postage pre-paid, this 18th day of June, 2015.

Beth A. Garrison