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

LINDA SUE SIMMONS,	]	
	]	
PLAINTIFF,	]	
	]	
VS.	]	DOCKET NO. 13D120
	]	
VERNON WAYNE SIMMONS,	]	
	]	
DEFENDANT.	]	

FILED
2014 AUG 15 PM 4:05
RICHARD R. ROOKER, CLERK
D.C.

BILL GARRETT, Davidson County
Trans:T20160048324 DEEDDIV
Recvd: 06/08/16 10:08 14 pgs
Fees:72.00 Taxes:0.00
20160608-0057772

FINAL DECREE OF DIVORCE

The final hearing came on to be heard on the 13th day of August, 2014, before the Honorable Judge Phillip Robinson, Judge for the Third Circuit Court, for Davidson County, Tennessee, upon the Plaintiff's Complaint for Absolute Divorce filed on January 10, 2013, personal service of process waived by the Defendant, the parties' notarized Marital Dissolution Agreement (signed by the Plaintiff on July 21, 2014 and by the Defendant on July 21, 2014) and the entire record herein; from all of which the Court finds that the allegations of the Complaint are sustained by proof; that is, that the parties have experienced such *irreconcilable differences in their marriage* that they are entitled to an absolute divorce, and provided for by T.C.A. § 36-4-101(14).

It is therefore, ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that the Plaintiff, **LINDA SUE SIMMONS,** is granted an absolute divorce from the Defendant, **VERNON WAYNE SIMMONS**, and that the parties are restored to all of the rights and privileges of unmarried persons.

It is further ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court and more particularly set out as follows:

FILED

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

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RICHARD R. ROOKER, CLERK

LINDA SUE SIMMONS, **Plaintiff**	]	
vs.	]	**DOCKET NO.: 13D120**
VERNON WAYNE SIMMONS, **Defendant**	]	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, is entered into by and between, **LINDA SUE SIMMONS** (hereinafter referred to as "Wife"), and **VERNON WAYNE SIMMONS** (hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past with the result of the *Wife* desiring to institute divorce proceedings against the *Husband* in the Third Circuit Court of Davidson County, Tennessee; and

WHEREAS, by signing this Marital Dissolution Agreement the Husband waives further service and waives filing and answering the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2); and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of a Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for

the present, but for the future, it being their intention that such contract will be in effect with respect to all of their property and other matters of concern.

NOW THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. **CUSTODY:** The parties agree there are no children born of this marriage and none are expected.

2. **REAL PROPERTY:** The marital residence consists of a house and lot situated at 423 Emmitt Avenue, Madison, Davidson County, Tennessee, which is currently titled solely in the name of the Wife and occupied solely by the Wife. The parties agree that the Wife shall reside exclusively in the martial residence and shall be responsible for the mortgage, taxes, utilities, cost of maintenance, repairs and insurance of said residence. Any rights and title of the Husband, Vernon Wayne Simmons, to said real property to wit:

> *Land in Davidson County, Tennessee, being Lot No. 25 of Block "J" on the Revised Plan of Power & Roth's Madison Park Subdivision, as of record in Book 843, page 7, Register's Office for said County.*
> *Said Lot No. 25 fronts 50 feet on the north side of Emmett Avenue and runs back between parallel lines, 360 feet to a dead line.*
> *Being the same property conveyed to Gary M. Sloan and wife, Linda Sue Sloan, by deed of record in Book 4376, page 411, Register's Office for Davidson County, Tennessee; the said Gary M. Sloan having since died, the property vests in Linda Sue Sloan, as surviving tenant by the entirety.*

shall divest from the Husband, Vernon Wayne Simmons, and vest into the Wife, Linda Sue Simmons. The Husband shall receive a lump sum of eight thousand dollars ($8,000.00) paid by the Wife as division of the martial estate upon entry of the Final Decree of Divorce in this cause.

3. **TAX FREE EXCHANGE:** 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 division of property by co-owners.

4. **AUTOMOBILES:**

(a) All rights, title and interest of the Husband in and to the 2010 Lexus 300S (VIN#2T2BK1BA9AC020295) operated by the Wife shall be, and is hereby divested out of the Husband and is vested absolutely in the Wife, free of any claim by the Husband. The Husband shall execute the title transferring his ownership of said vehicle to the Wife. The Wife shall assume sole responsibility for paying the indebtedness of said vehicle and shall be responsible for all insurance premiums associated with said vehicle and shall hold the Husband harmless and indemnify him from any and all liability and indebtedness relating to such vehicle.

(b) All rights, title and interest of the Wife in and to the 1997 Ford Explorer operated by the Husband shall be, and is hereby divested out of the Wife and is vested absolutely in the Husband, free of any claim by the Wife. The title is in Husband's name only. The Husband shall assume sole responsibility for paying the indebtedness of said vehicles and shall be responsible for all insurance premiums associated with said vehicles and shall indemnify and hold the Wife harmless from any and all liability and indebtedness relating to such vehicles.

5. **INTANGIBLE PERSONAL PROPERTY:** Except as otherwise provided in this Agreement, each party hereby relinquishes any claim he or she may have in and to the proceeds of the checking, savings, pension, retirement, 401K, individual retirement

accounts (IRA's), cash values of any life insurance policies, or other accounts styled in the individual names of the other party and acknowledges that all such proceeds are the sole and separate property of the party in whom such accounts are styled.

6. **TANGIBLE PERSONAL PROPERTY:** The parties acknowledge that they have heretofore physically divided their household furnishings and personal property, including automobiles. All household furnishings and personal property situated at the Wife's residence or otherwise in the Wife's possession except as stated below, shall be her sole and separate property, free of any claim by the Husband. All articles of household furnishings and personal property situated at the Husband's residence shall be his sole and separate property, free of any claim by the Wife. Each party shall retain as his or her sole and separate property, all respective articles of clothing and jewelry, free of any claim by the other party. The Husband shall retain ownership and title to the burial plots in his name located in Kentucky. The Husband shall also be allowed to retrieve from the marital residence his golf clubs, generator, and the screwdriver set in the garage located at the marital residence.

7. **ALIMONY and SPOUSAL SUPPORT:** The parties expressly waive their rights to receive alimony, periodic and/or permanent, and spousal support from the other except as provided in paragraph 10.

8. **HEALTH INSURANCE:** The parties hereby acknowledge that neither of them is a participant in or beneficiary of a group insurance policy of accident and illness (health) insurance, and that therefore the notice provisions of TCA § 56-7-2366 do not apply to these parties. The parties agree that from and after the entry of the Final

Decree of Divorce in this cause, they shall each continue to pay and be solely and separately responsible for their individual health insurance coverage and costs.

9. **RELEASE FROM OBLIGATIONS**: Immediately upon execution of this Agreement, both parties agree to obtain the other's release from any and all guaranties, promissory notes, general collateral agreements and similar instruments which they have signed, when allowed by the Creditor, and released from any and all liabilities and debts from which they are responsible as a result of debts incurred by the other party. Both parties further agree to indemnify and hold each other harmless from any and all liability relating to such debts.

10. **DEBTS AND OBLIGATIONS:** Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her, and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under *11 U.S.C. § 523(5)*, which is not dischargeable in bankruptcy as to the other party.

11. **CLAIM BY CREDITORS:** 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 other party the amount of any payment he or she makes including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

12. RIGHTS OF CREDITORS: This Agreement does not 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 decree for an account, any debt associated with an account or debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

13. TAXES: Each party agrees that they shall file separate federal and/or state income tax return for the calendar year 2013, and that any tax liability for calendar years of the marriage, shall be borne by the party to whom the deficiency of payment is attributed based upon their actual earnings for said.

14. NAME CHANGE: *The Wife requests that her former name,* **Linda Sue Sloan**, be restored.

15. ATTORNEY'S FEES: Each party shall be responsible for his or her respective attorney's fees, and Wife shall pay the unpaid Court costs.

16. LEGAL PROCEEDINGS: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions 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.

17. INCORPORATION: It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Third Circuit

Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

18. **FINAL SETTLEMENT**. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, support rights and obligations of the respective parties heretofore 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, real, personal or mixed, including, without limitation, dower courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance and/or decent or distribution (past, present or future), or right to act as administrator or executor of the other's estate as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

19. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the parties hereto, personal representatives, heirs and assigns.

20. **FULL DISCLOSURE.** The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest.



21. **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 in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

22. **CONDUCT OF PARTIES**: From this date, the parties shall continue to live apart and each is free from the control and authority of the other. Each may engage in any business or employment for his or her separate benefit and may conduct themselves as if they were unmarried. Neither party shall molest, bother or harm the other.

23. **MISCELLANEOUS.**

(a) This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

(b) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

(c) 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, deeds, releases, titles, documents, etc. necessary or required in order to implement the terms of this Agreement.



(d) This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, or by Court Order, and this requirement cannot be waived by oral agreement.

THIS AGREEMENT being executed on this the 21st day of July, 2014 for the Wife, and on this the 21st day of July, 2014, for the Husband.

By: Linda Sue Simmons
LINDA SUE SIMMONS

By: [signature]
VERNON WAYNE SIMMOMS

STATE OF Tennessee)
COUNTY OF Davidson)

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, **VERNON WAYNE SIMMONS**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that *he* executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville Tennessee, on this the 21 day of July, 2014.

RICHARD HEDGEPATH JR. NOTARY PUBLIC DAVIDSON COUNTY TENN

NOTARY PUBLIC

My Commission Expires 01-06-2015

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, **LINDA SUE SIMMONS**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that *she* executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 21st day of July, 2014.

NOTARY PUBLIC

My Commission Expires: 8/20-2018

RICHARD HEDGEPATH JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

The current addresses of the parties are as follows:

Linda Sue Simmons	**Vernon Wayne Simmons**
423 Emmitt Avenue	**415 East 23rd Street**
Madison, TN 37115	**Hopkinsville, JY 42240**
	ky

It is further ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that Russell E. Freeman is hereby released as attorney for future matters.

It is further ***ORDERED, ADJUDGED*** and ***DECREED*** that the Wife shall be restored to her maiden name of ***LINDA SUE SLOAN.***

It is finaliy ***ORDERED***, ***ADJUDGED*** and ***DECREED*** that Wife shall be responsible for the costs of this cause, including all advance costs, fees and expenses for which execution may issue, if necessary.

ENTERED this the 15 day of AUGUST, 2014.

HONORABLE PHILLIP ROBINSON, JUDGE

APPROVED FOR ENTRY:

Russell E. Freeman, BPR#: 13244
Attorney for Plaintiff
Haynes, Freeman & Bracey, PLC.
140 North Main Street
P.O. Box 527
Goodlettsville, TN 37070
Phone: (615) 859-1328

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to the following via first class postage on this the 13 day of August, 2014.

John T. Harding
Attorney at Law
335 Bonita Parkway
Hendersonville, TN 37075

Russell E. Freeman

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 THIRD Circuit Court for Davidson County, Tennessee, on the 15 day of AUGUST, 2014, in Docket Number 13D120 between SIMMONS, LINDA SUE, Plaintiff, and SIMMONS, VERNON WAYNE, 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 03 day of JUNE in the year two thousand sixteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]