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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BRENDALYN JOYCE PRUITT,	)	
	)	
Plaintiff/Wife,	)	**DOCKET NO. 14D-2125**
	)	
vs.	)	
	)	
STEPHEN LESLIE PRUITT,	)	
	)	
Defendant/Husband.	)	

FILED
2016 MAY 31 PM 1:11

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 31 day of MAY, 2016, before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee upon the original Complaint for Divorce, Marital Dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open Court, and statement of counsel, from all of which the Court finds as follows:

That this cause was filed on September 16, 2014, and has been pending for more than sixty (60) days.

That there are no Orders of Protection pending in this matter.

That there exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.

That the Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff BRENDALYN JOYCE PRUITT is hereby awarded an absolute divorce on the grounds of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

BILL GARRETT, Davidson County
Trans:T20160057943 DEEDDIV
Recvd: 07/07/16 13:40 14 pgs
Fees:72.00 Taxes:0.00
20160707-0069664

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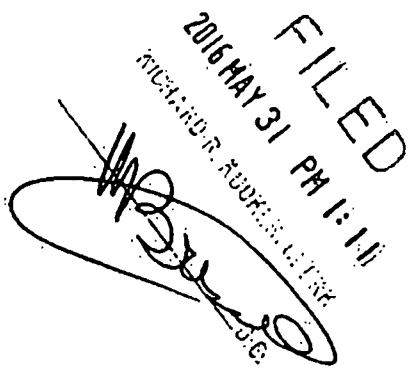
It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and is in words and figures as follows:

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IN THE CIRCUIT COURT FOR DAVIDSON COUUNTY, TENNESSEE

AT NASHVILLE



BRENDALYN JOYCE PRUITT Plaintiff/Wife	)	
vs.	)	Case No. 14D-2125
STEPHEN LESLIE PRUITT Defendant/Husband	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between BRENDALYN JOYCE PRUITT, (hereinafter called Wife) and STEPHEN LESLIE PRUITT, (hereinafter called Husband).

WITNESSETH:

WHEREAS, these parties have been married since June 9, 1973 and there are no minor children of this marriage;

WHEREAS, the parties jointly and separately own certain real and personal property and jointly and separately owe certain debt;

WHEREAS, certain grounds have arisen between the parties herein, and a divorce action, in which Irreconcilable Differences are alleged as grounds, has been instituted in the Third Circuit Court for Davidson County, Tennessee,

WHEREAS, the parties desire by this agreement to make an equitable division of all their property, which settles and determines all claims for alimony, which divides all property, both real and personal, owned by them or either of them, which divides responsibility for all current indebtedness incurred during the marriage.

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NOW, THEREFORE, for reasons set forth above and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

GROUNDS

Wife shall be awarded an absolute divorce on the grounds of Irreconcilable Differences against the Husband. 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, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

MINOR CHILDREN

There are no minor child of this marriage.

IV.

PERSONAL PROPERTY

Wife shall be awarded her separate property, her personal items, as well as the property listed in Addendum A. All of Husband's right, title, and interest in this property is divested out of the Husband and is vested solely in the Wife as her absolute property.

Husband shall be awarded his separate property, his personal items, as well as the remaining property that was not included in Wife's Addendum A. All of Wife's right, title, and

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interest in this property is divested out of the Wife and is vested solely in the Husband as his absolute property.

V.

REAL PROPERTY

The parties own real property located at 2003 June Drive, Nashville, Tennessee 37214. The parties agree that the fair market value of the property is $215,000.00, as per an appraisal performed on the real property by Patrick McGuigan on December 4, 2015. The balance of the mortgage is $66,392.00

The parties agree that the Husband is awarded the marital residence

The parties agree that the Husband shall refinance the marital residence, removing the Wife's name from the mortgage, within sixty (60) days of entry of the final decree. If Husband is unable to refinance the marital property within sixty (60) days the house will be immediately placed on the market with a real estate agent for sale. The parties will equally divide the proceeds after the mortgage and real estate fees are paid.

Wife is divested of any right, interest and title to the Real property

Upon the refinance of the real property, the Wife shall be awarded $74,500.00 of the equity and Husband shall be responsible for all costs associated with the refinance of said real property.

Wife shall execute any and necessary documents to assist Husband in refinancing the real property.

VI.

DEBT

Husband shall be solely liable and responsible for the monthly mortgage payment to Regions. Husband shall timely pay this debt each and every month until the home is refinanced and the Wife's name is removed from the same. Wife is relieved of the obligation to pay the

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monthly electric, water, natural gas, landline, cable, HVAC and pest control bills. Wife is further relieved of the obligation for the property taxes associated with the real property.

Husband shall be solely responsible and liable his separate debt and the debt in his name, including the mortgage on the real property, his Discover card, Spring Leaf, Southwest Visa, and any debt associated with Donelson Home Healthcare. Husband shall indemnify and hold Wife harmless from any default or liability thereon.

Wife shall be solely liable and responsible for her separate debt and any other debt in her name. Wife shall indemnify and hold Husband harmless from any default or liability thereon.

VII.

BANK ACCOUNTS

In the event that either party has their own individual checking or savings accounts, said individual accounts shall be awarded as the sole and separate property of the party in which the account is styled. Each party hereby relinquishes any rights, title, or interest they may have in and to the proceeds in any individual checking or savings account maintained by the other party and acknowledges that said proceeds are the sole and separate property of the party in whose name each such account is styled.

VIII.

RETIREMENT ACCOUNTS

Wife shall be awarded her retirement account, free and clear of any interest Husband might have. All of Husband's right, title, and interest in said retirement account is hereby divested out of Husband and vested solely in the Wife.

Husband shall be awarded his retirement account. Husband shall continue to collect the lower amount. Wife shall remain the beneficiary on this account. Husband shall sign a release

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giving Wife permission to inquire about the beneficiary designation and the amount of Husband's payments.

IX.

AUTOMOBILES

Husband shall be awarded the Dodge Caravan, VIN#2D4GP44L45R243140, as his absolute property. All of Wife's right, title, and interest in said vehicle shall be divested out of Wife and vested solely in the Husband. Husband shall be solely responsible for all indebtedness, insurance, and expenses associated with this vehicle. Husband shall indemnify and hold Wife harmless thereon.

X.

HEALTH INSURANCE

Wife provided a Health Insurance Notice to Husband, pursuant to T.C.A. Section 56-7-2366.

XI.

ALIMONY

Each party waives all rights to alimony, including, but not limited to, rehabilitative alimony, alimony in solido, and alimony in futuro.

XII.

DONELSON HOME HEALTHCARE

Husband shall be awarded all right, title, and interest in Donelson Home Healthcare as his sole and separate property. All of Wife's right, title, and interest in said property is hereby divested out of her and vested solely in the Husband.

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Husband shall be solely liable and responsible for all debt incurred and owed by Donelson Home Healthcare. Husband shall indemnify and hold Wife harmless thereon.

XIII.

INCOME TAXES

Husband shall be solely liable and responsible for all taxes owed for 2011, 2012, 2013, and 2014. Husband shall indemnify and hold Wife harmless thereon.

XIV.

ENFORCEMENT 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 debts 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.

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

XV.

NOTICE PURSUANT TO T.C.A. SECTION 36-4-134

The parties acknowledge and understand that this Marital Dissolution Agreement 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 said Marital Dissolution Agreement

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for any account, any debt associated with an account or any debt. The parties understand that it may be in his/her best interest to cancel, close, or freeze any jointly held accounts.

XVI.

PERMANENT RESTRAINING ORDER

Husband is permanently PROHIBITED, RESTRAINED,AND ENJOINED from signing Wife's name to any document whatsoever. Husband is permanently PROHIBITED, RESTRAINED, AND ENJOINED from using Wife's name or Social Security Number to obtain credit or apply for a loan.

XVI.

ENTIRE AGREEMENT

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XV.

TAX PROVISION

The parties acknowledge that the aforesaid attorneys claim no expertise or special knowledge regarding the tax ramifications surrounding this agreement, and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding ramification and the effect of signing this agreement, and that neither of them rely upon the aforesaid attorneys as to the tax implications surrounding said instrument.

XVI.

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ATTORNEY FEES

Each party is responsible for their own attorney's fees.

XVII.

COURT COSTS

The parties shall equally pay the costs of this cause, for which execution may issue, if necessary.

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed said instrument on the dates written below.

Brendalyn Joyce Pruitt
BRENDALYN JOYCE PRUITT

STEPHEN LESLIE PRUITT

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, BRENDALYN JOYCE PRUITT, with whom I am personally acquainted, and who acknowledged that he executed the within Marital Dissolution agreement for the purposes therein contained.

Witness my hand and official seal this 31st day of May, 2016.

Stephanie H Chatman
NOTARY PUBLIC

My commission expires: 1/17/2017

STEPHANIE H. CHATMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, STEPHEN LESLIE PRUITT, with whom I am personally acquainted, and who acknowledged that he executed the within Marital Dissolution agreement for the purposes therein contained.

Witness my hand and official seal this 31st day of May, 2016.

Stephanie H Chatman
NOTARY PUBLIC

My commission expires: 1/17/2017

STEPHANIE H. CHATMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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Water wall + Decorations on the wall around it,
Tea pots v wind chimes
Personal items be boxed up
- All pictures of her parents, siblings, Children + grand children + Jaquess
- Gooseneck lamp that sits on Pian
- Box in closet in guest room that has tea pots that belong to Angie
- 3 tiered tea serving tray
- Papers in top drawer of china cabinet
- ~~Glass + black metal~~
- Elvis the Christmas Elf
- Gold colored Star shape basket
- White Frame Yellow + orange tolip picture
- African mud cloth picture
- wooden Shelf Henry Jr made
- Storage thing in downstairs bathroom (ivory color)
- Balance board (wooden with pad on top)
- Wii, wii fit + all components
- Blind accessory stuff (canetips, etc...)
- Musical keyboard
- TV w/ DVD player in her office
- Miniature golf toy in playroom
- Frother, Vaccum cleaner
- Narrow Christmas tree in attic

- All personal papers + ephemera

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- queen size Comforter set + accessories (green, red + ivory)
- Red + Cream Color quilt
- EZ Bed (tall blow up bed)
- Bible CDs + stand
- Wood Combo record, CD player
- Large Rocking Chair
- DVD Collection

Addendum A

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It is further **ORDERED, ADJUDGED AND DECREED** that the Wife shall be restored to her maiden name, to wit: Brendalyn Joyce Walker.

It is further **ORDERED** that each of the parties shall be responsible for paying his or her own attorney's fees and, further, shall equally divide the court costs in this cause for which execution may issue, if necessary.

This the 31 day of May, 2016.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

Paula Ogle Blair, Esq. **#15862**
Attorney for Plaintiff/Wife
211 Donelson Pike, Suite 214
Nashville, Tennessee 37214
(615) 730-5463

Peggy R. Smith, Esq. **#26603**
Attorney for Defendant/Husband
424 Church Street, Suite 2250
Nashville, Tennessee 37219
(615) 256-5661

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 31 day of MAY, 2016, in Docket Number 14D2125 between PRUITT, BRENDALYN JOYCE, Plaintiff, and PRUITT, STEPHEN LESLIE, 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 07 day of JULY in the year two thousand sixteen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

