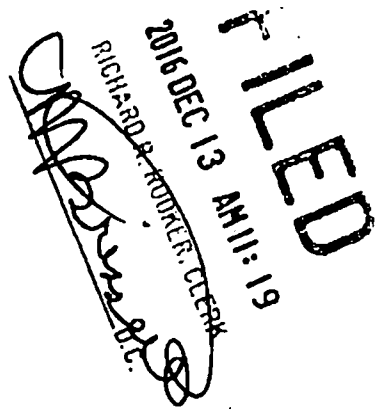
Copy

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

MICHAEL ANTHONY WHYTE,	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	No. 14D-795
	)	
LILLIETH SCOTT WHYTE,	)	
	)	
Defendant/Wife.	)	



FINAL DECREE

This cause came on to be heard on this the 13th day of December, 2016, before the Honorable Phillip Robinson, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Husband on March 17, 2014 alleging Irreconcilable Differences as the grounds for divorce, and the parties' Marital Dissolution Agreement signed by Husband on August 12, 2016 and Wife on August 25, 2016. More than sixty (60) days have elapsed since the filing of the Complaint for Divorce in this case. From the Complaint and the Marital Dissolution Agreement signed by both parties, and upon the entire record in this cause, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff/Husband, MICHAEL ANTHONY WHYTE, be and is hereby granted an absolute divorce from Defendant/Wife, LILLIETH SCOTT WHYTE, on the grounds of Irreconcilable Differences, as set forth in Section 36-4-101 (14), Tennessee Code Annotated.

The Court affirmatively finds that there are no minor children born to or adopted of this marriage, and none is expected, and by written agreement the parties have made provisions for the equitable settlement of any property rights existing between them. The Court approves the Marital Dissolution Agreement signed by both parties and the same is hereby incorporated by reference in full and is specifically made a part of this final Decree as follows: AS AN ORDER OF THE COURT

BILL GARRETT, Davidson County
Trans:T20170000680 DEEDDIV
Recvd: 01/04/17 11:14 13 pgs
Fees:62.00 Taxes:0.00
20170104-0000782

Copy

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

2016 SEP 26 PM 1:35
RICHARD R. ROOKER, CLERK
D.C.

MICHAEL ANTHONY WHYTE,	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	No. 14D-795
	)	
LILLIETH SCOTT WHYTE,	)	
	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between MICHAEL ANTHONY WHYTE of Davidson County, Tennessee, hereinafter referred to as "Husband" and LILLIETH SCOTT WHYTE of Lake County, Florida, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and have been separated since May 2002 and,

WHEREAS, said separation resulted from irreconcilable differences between the parties and they are not now living together as Husband and Wife; and,

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said action relative to division of property and debts; and,

WHEREAS, the parties are presently engaged in an action in the Third Circuit Court for Davidson County, Docket Number 14D-795, seeking among other things a dissolution of their marriage; and,

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and,

WHEREAS, neither party at the time of this agreement is under the influence of

Copy

any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and,

WHEREAS, Husband is represented by Kamie L. Hefner, and Wife is represented by Carolyn D. Dale, and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter contained, the parties do mutually agree as follows:

1. **MUTUAL UNDERSTANDING**:

That each of said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this agreement, and all of the obligations contained herein, and that each of said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties now has or might hereafter or otherwise have toward the other. This Agreement is not made in collusion with each other, and it is understood that in the case of a divorce on fault grounds, proof must be presented to the Court of those grounds sufficient to establish the merits of the claim.

2. **NO INTERFERENCE:**

Each party shall be free from the interference, authority and control, either directly or indirectly, 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.

3. **WAIVER OF SERVICE**:

Wife is aware that this divorce action is on file in the Third Circuit Court for Davidson County, Docket Number 14D-795, and she has received a copy of Husband's Original Complaint. Wife waives further service and waives filing an answer.

Copy

4. **DIVORCE**:

Husband shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

5. **MARITAL RESIDENCE:**

The parties are the owners of a residence, as tenants by the entirety, located at 3524 Daisy Trail, Antioch, Tennessee 37013, which is more particularly described as follows:

> Being Lot No. 319 on the Plan of The Country, Section 7-B, as of record in Plat Book 6250, Page 505, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.
>
> Being the same property conveyed to Michael A. White (Whyte) and wife, Lillieth S. White (Whyte), by deed from John K. Kinz (Kunz) and wife, Holly A. Kunz, of record in Book 10139, pages 875-877, Register's Office for Davidson County, Tennessee.

This property shall be and hereby awarded to Husband in its entirety, free and clear of any and all claims by Wife. Husband shall indemnify and hold Wife harmless from all debts secured by this property and shall pay all debts in a timely manner. It is Ordered that all right title and interest of Lillieth Scott Whyte in the above described real property is hereby divested out of her completely and reinvested in Michael Anthony Whyte.

Within six (6) months of execution of this agreement, Husband shall refinance the mortgage indebtedness into his individual name. Wife shall cooperate in the execution of all necessary documents at the time of the refinancing.

6. **VEHICLES**:

Wife shall be awarded as her sole and separate property the respective automobile she is currently driving, one 2012 Chevrolet Sonic, vin# [redacted] subject to any indebtedness thereon. Husband agrees to execute any and all necessary documents to convey title to Wife.

Copy

7. **HOUSEHOLD FURNITURE, FURNISHINGS, AND OTHER PERSONAL PROPERTY**:

During the marriage the parties accumulated household furniture, furnishings, and miscellaneous other personal property and personal effects. The parties have already divided this property between themselves and accordingly the property shall be awarded to the party having possession of such property.

8. **INDEBTEDNESS**:

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 party harmless from any liability thereon.

9. **RETIREMENT PLANS**:

Husband has two (2) 401K plans in his individual name: one with United Power with an approximate balance of twenty-five thousand four hundred nine dollars ($25,409.00), and one with Morgan Stanley with an approximate balance of thirteen thousand three hundred forty-five dollars ($13,345.00). Each party shall be awarded one-half (½) of each of these 401K plans valued as of the date of entry of the final decree. The parties agree to take Wife's entire one-half (½) portion from the United Power 401K. The parties shall hire attorney Chip Cain to prepare the Qualified Domestic Relations Order (QDRO) to effectuate this transfer. Each party shall pay one-half (½) of the fees directly to attorney Chip Cain. After this transfer, Husband shall be awarded the remaining balance in the United Power 401K, and he shall be awarded the entire balance of the Morgan Stanley 401K.

10. **BANK ACCOUNTS**:

The parties agree that all funds on deposit in bank accounts, including checking accounts, savings accounts, money market accounts, and/or certificates of deposit,

Copy

unless otherwise addressed in this Agreement, styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

11. **LIFE INSURANCE**:

Each party shall be awarded any life insurance policy insuring their own life, in their individual name.

12. **CREDITOR CLAIMS**:

In the event a creditor of either party makes a claim against the other party that 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 against the creditor's claim, including reasonable attorney's fees.

13. **NON-COMPLIANCE**:

Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

14. **SEVERANCE**:

Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

15. **MODIFICATION**:

A modification or waiver of any of the provisions of this Agreement shall be

Copy

effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

16. **COMPLETE DISCLOSURE**:

Each party has made a full and complete disclosure of his or her assets and liabilities.

17. **EXECUTION OF INSTRUMENTS**:

It is agreed that either party shall promptly execute any and all documents of any and every kind and character for the other which may be necessary and proper to carry out the terms of this Agreement.

18. **REPRESENTATIONS**:

The parties represent to each other as follows:

Each party fully understands the facts and has been fully informed of his or her legal rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than set forth herein.

Both parties specifically acknowledge that they understand the terms of this Agreement, and that they have either consulted with, or have had the opportunity to consult with, legal counsel prior to entering into this Agreement, and they further acknowledge and represent that they have reviewed this Agreement independently of each other and their respective counsel.

It is further understood and agreed that the terms and provisions of this Marital

Copy

Dissolution Agreement may be incorporated into any decree of divorce which may hereafter be obtained by either party, and the issues of property and debts shall be enforceable by contempt proceedings, if necessary. The parties understand that a Court of competent jurisdiction must accept this Agreement as being equitable and fair prior to its having a binding effect as a Court Order. This instrument is being entered into by the parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress, or misrepresentation.

19. **ALIMONY**:

Both parties agree to waive any claim to alimony, past, present, or future.

20. **HEALTH INSURANCE**:

Each party shall be responsible for providing his or her own health insurance upon entry of the final decree.

21. **ATTORNEY FEES AND COURT COSTS**:

The parties shall be responsible for their own respective attorney's fees incurred in this cause. Husband shall be responsible for paying any remaining court costs assessed in this cause.

This Agreement shall be governed by the laws of the State of Tennessee.

This Agreement shall be binding upon the respective heirs, representatives, executors, administrators and assigns of the parties hereto.

22. **TAX ADVICE**:

Counsel preparing this Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property, including but not limited to stock(s), franchise ownership, retirement benefits, 401K plans, IRAs, or other pension plans, and have advised each party to seek other independent advice as to tax consequences and penalties of transfer, if any.

Copy

23. **INCOME TAX**:

The parties shall file separately their federal income tax returns for tax year 2016 and for all years thereafter.

Husband and Wife each represent and warrant to the other that all federal income tax returns are or were in all respects, true, correct and completed, and fully and accurately reflect income and deductions for those years. If, in connection with the joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon, shall be borne by either or both of the parties, depending if the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties', and if so, to what extent, or out of a joint income or deduction.

24. **NOTICE REGARDING CREDITORS:**

This agreement does not necessarily affect the ability of a creditor to proceed against a party, or party's property, even though the party is not responsible under the terms of this decree for the account, any debt associated with the account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

25. **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 is a proportional division of property by co-owners.

26. **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

Copy

the property settlement.

27. **DISCOVERY:**

The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written (Interrogatories, Request for Production of Documents, etc.) and/or oral (Depositions) discovery, as part of this proceeding. However, each party waives his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

WITNESS THE HAND of the Husband on this the 12 day of August, 2016, and of the Wife on this the 25 day of August, 2016.

MICHAEL ANTHONY WHYTE
Husband

LILLIETH SCOTT WHYTE
Wife

Copy

THE STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public for said County and State, MICHAEL ANTHONY WHYTE, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as and for his free act and deed.

WITNESS MY HAND AND SEAL at Brentwood, Tennessee, this the 12 day of August, 2016.

NOTARY PUBLIC

KRISTA M. HEFNER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires:
7-24-17

THE STATE OF ~~FLORIDA~~ Tennessee)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public for said County and State, LILLIETH SCOTT WHYTE, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as and for her free act and deed.

WITNESS MY HAND AND SEAL at Nashville, ~~Florida~~ Tennessee, this the 25th day of Aug, 2016.

NOTARY PUBLIC

My Commission Expires:
05/08/2018

DHARAM PAL GOYAL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-8-2018

Copy

IT IS ORDERED, ADJUDGED AND DECREED by the Court that all provisions of the said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

It is further appearing to the Court that the parties' current mailing addresses are as follows:

MICHAEL ANTHONY WHYTE
3524 Daisy Trail
Antioch, TN 37013

LILLIETH SCOTT WHYTE
240 East Floral Ave.
Eustis, FL 32761

The remaining costs of this cause shall be paid by Husband, for which execution may issue, if necessary. This concludes attorney, Kamie L. Hefner's representation in this case.

ENTERED THIS 13 day of December, 2016.

HONORABLE PHILLIP ROBINSON

APPROVED FOR ENTRY:

Kamie L. Hefner, #18032
Hefner & Hefner
Attorneys for Plaintiff/Husband
P.O. Box 992
116 Wilson Pike Circle, Ste. 103A
Brentwood, Tennessee 37024
(615) 370-9800

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been forwarded, via first class mail, to Carolyn Dale, Attorney for Defendant/Wife, 2000 Mallory Lane Suite 130326, Franklin, TN 37067 on this the 12 day of December, 2016.

Kamie L. Hefner

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 13 day of DECEMBER, 2016, in Docket Number 14D795 between WHYTE, MICHAEL ANTHONY, Plaintiff, and WHYTE, LILLIETH SCOTT, 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 28 day of DECEMBER in the year two thousand sixteen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

