BILL GARRETT, Davidson County
Trans:T20170005037 AFFIDAVIT
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20170118-0005658

AFFIDAVIT

Date: January 11, 2017 File No.: 17-0118	Property: 2257 Gilmore Crossing Ln Nashville, TN 37218-3614
Buyer(s): Susan T. Jones	Seller(s): Refinance

Susan T. Jones, hereinafter referred to as Affiant, being first duly sworn, makes oath as follows:

1. That Affiant is of sound mind, is at least eighteen (18) years of age, is a licensed attorney authorized to practice law in the State of Tennessee, and is a resident of Nashville (Davidson County), Tennessee.

2. That Affiant affirms that she originally purchased the property at 2257 Gilmore Crossing Lane, Nashville, TN 37218-3614 (the "Property") with Deaderick L. Jones ("Mr. Jones"), but that Affiant and Mr. Jones later divorced.

3. That Affiant states and affirms that the divorce was granted on February 22, 2010, and per the Final Decree of Divorce and Marital Dissolution Agreement, attached hereto as Exhibit A, Mr. Jones was divested from title to the Property, leaving Affiant as the sole owner of the Property.

4. That Affiant states and affirms that she has thus been the sole owner of the Property since the date of the final grant of divorce from Mr. Jones. Any judgment(s) or other lien(s) relating to Mr. Jones filed/recorded after the final date of divorce (2/2/10) – i.e., General Sessions Court of Davidson County, *Arrow Financial Services LLC v. Deaderick Jones*, Case No. 09GC26429, recorded March 29, 2010 of record at Instrument 20100329-0023216, Register's Office for Davidson County, Tennessee – thus does not and did not legally attach to said Property, is not a secured lien against Property, and/or is not a financial or legal liability with respect to Affiant or said described Property.

5. Affiant further states, represents, and affirms that she is not aware of any judgments, creditor actions, or other liens, other than a mortgage/Deed of Trust, with respect to either her or the Property.

Date this 11th day of January, 2017.

Susan T. Jones

Susan T. Jones

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Subscribed to and sworn before me this 11th day of January, 2017.

Notary Public

My Commission Expires: 7-2-2018



Copy
17-0118

FILED

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

2010 JUN 24 AM 11:26

RICHARD R. ROOKER

SUSAN T. JONES,
Plaintiff/Wife

vs.

DEADERICK L. JONES
Defendant/Husband

DOCKET NO. 09D-1644

Notice of Entry Requested

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 22ND day of February 2010, before The Honorable Carol Soloman, Judge, Eighth Circuit Court of Davidson County, Tennessee, upon Complaint for Absolute Divorce, filed by Plaintiff/Wife, Susan T. Jones, on grounds of irreconcilable differences, and upon the executed Martial Dissolution Agreement and Agreed Parenting Plan. The parties having signed a Marital Dissolution Agreement on the 28th day of January, 2010, and filed of record on the 28TH day of January, 2010.

It appearing to the Court from the sworn testimony of the Plaintiff/Wife, statement of counsel, and the entire record herein, the allegations of the Complaint are sustained, that is, that such serious marital problems are present and the differences are such between the parties that there is no hope or expectation of reconciliation and, therefore, the parties have irreconcilable differences. This bill for divorce, grounded in "Irreconcilable Differences," has been filed for the statutorily prescribed period of sixty (60) days, the complaint being filed on 5 June 2010.

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The Court further finds that there is adequate and sufficient provision by written agreement for the equitable settlement of all property rights, marital assets and debts of the parties. The Court Finds further that the parties have one minor child born of the marriage and they have entered into an agreed parenting plan that makes adequate arrangements for the care and custody of the minor child. The Court affirmatively finds that the provisions contained within the Parenting Plan are in the best interest of the minor child and the Court should approve the plan.

Accordingly, IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That Wife, Susan T. Jones is granted an absolute divorce from Husband, Deaderick L. Jones, upon the ground of "Irreconcilable Differences", T.C.A., Section 36-4-103, with both parties being restored to the rights, privileges, and obligations of unmarried persons.

2. That the written, notarized Marital Dissolution Agreement, Agreed Parenting Plan and Child Support Worksheet, entered into between the parties, are approved and ratified by the Court, the provisions being incorporated within this decree as they are set forth in the twenty (20) pages next preceding:

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3. The costs of this cause are assessed against the Husband, with credit given for the filing fee paid by the Wife, for which execution may issue without further process.

4. It is further Ordered that the provisions of the 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 the decree for an account, any debt associated with an account or any debt. It may be in the parties best interest to cancel, close or freeze any jointly held accounts.

ENTERED, this 22nd day of Feb, 2010.

JUDGE

FOR ENTRY:

By _____
William H. Stover, TSCRN: 020537
800 Broadway, 2nd Floor
Nashville, Tennessee 37203
(615) 312-7084
Attorneys for Plaintiff/Wife

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FILED
2010 JAN 28 PM 2:08
RICHARD R. ROOKER, CLERK
D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

Susan T. Jones	)	
Plaintiff,	)	
vs.	)	
	)	**DOCKET NO: 09D-1644**
DEADERICK L. JONES,	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS **AGREEMENT** entered into on this 28th day of January, 2010, by and between **Susan T. Jones,** hereinafter referred to as "Wife", and **DEADERICK L. JONES**, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, these parties have been married since June 28, 2003;

WHEREAS, certain differences have arisen between the partied which appear to be irreconcilable and a suit for absolute divorce between the parties, being ***Susan T. Jones vs. Deaderick L. Jones***, **Davidson County Circuit Court, Docket No.: 09D-1644** in which Irreconcilable Differences is alleged as the ground, and has been instituted in the Circuit Court for Davidson County, Tennessee; and;

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective rights and duties by reason of the martial relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all other matters arising by reason of the mutual promises and covenants hereinafter set forth, the

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parties hereby agree and covenant as follows:

1. REAL ESTATE. The Parties agree that Wife is hereby awarded the Marital Residence located at 2257 Gilmore Crossing Lane, Nashville, Tennessee 37218 as her sole property and shall assume responsibility for all debt associated with said residence as her sole responsibility. Further Wife shall hold Husband harmless and shall indemnify Husband from any liability on said indebtedness. Wife takes this property subject to the existing loan from NVR Mortgage Finance, Inc. All interest that Husband has in this real property by virtue of marriage, personal or other shall be divested from Husband and vested fully in Wife in fee simple absolute. Said Property is further described as:

> Land in Davidson County, Tennessee, being lot No. 142, on the Plan of Creekside Trails, Phase 5, of record in Instrument Number 20050405-0037383 Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for more complete and accurate legal description.

The Parties further agree that Wife is hereby awarded the Unimproved Real Property commonly known as 3945 Lloyd Road, Whites Creek, Tennessee as her sole and separate property and shall assume responsibility for all debt associated with said residence as her sole responsibility. Further Wife shall hold Husband harmless and shall indemnify Husband from any liability on said indebtedness. Wife takes this property subject to the existing Note from William H. Thompson, Jr. of Whites Creek Tennessee. All interest that Husband has in this real property by virtue of marriage, personal or other shall be divested from Husband and vested fully in Wife in fee simple absolute. Said Property is further described as:

> Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Orchard, Phase I, which is of record as Instrument Number 20010705-0071806, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

Husband shall execute any and all documents required to effectuate the transfer of title to

said properties.

2. HOUSEHOLD GOODS AND FURNISHINGS: The parties agree that Husband and Wife shall keep and retain all personal property including, but not limited to household goods, clothing and other personal property which they now have in their possession, and shall disclaim any right, title and interest in and to the property of the other.

3. AUTOMOBILE: The parties agree that the Husband shall keep the 2005 Chevy Impala automobile as his sole separate property and be fully responsible for any indebtedness thereon, and the Wife shall disclaim any right or interest in said vehicle. Further Husband shall hold Wife harmless and shall indemnify Wife from any liability on said indebtedness.

The Wife shall keep the 1995 Ford Mustang automobile as her sole separate property and be fully responsible for any indebtedness thereon, and the Husband shall disclaim any right or interest in said vehicle. Further Wife shall hold Husband harmless and shall indemnify Husband from any liability on said indebtedness.

The Wife shall keep the 2000 Lincoln Navigator automobile as her sole separate property and be fully responsible for any indebtedness thereon, and the Husband shall disclaim any right, title or interest in said vehicle. Further Wife shall hold Husband harmless and shall indemnify Husband from any liability on said indebtedness.

4. RETIREMENT PLAN: The parties agree that Husband shall keep his own retirement benefits currently held in his name as his sole separate property and Wife shall disclaim any right, title or interest in said account.

The parties further agree that Wife shall keep her own retirement benefits currently held in her name as her sole separate property and Husband shall disclaim any right, title or interest in said account.

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5. PARENTING PLAN: The parties have signed a proposed parenting plan which they believe is in the best interest of child. The parties agree that Court's ruling regarding the parties' Parenting Plan in this matter shall be adopted by reference with this Final Decree and a Parenting Plan shall be attached to this Final Decree.

6. DEBTS AND OBLIGATIONS. The parties shall be responsible for his or her own separate debts and obligations incurred in their names holding each other harmless therefore.

7. DIVORCE: It is agreed by and between the parties that the Wife will proceed to obtain an absolute divorce upon the ground of Irreconcilable Differences.

8. 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. The parties further warrant that they have not encumbered the credit of the other party at anytime, outside of items in paragraph 1.

9. ATTORNEY FEES: The Husband shall pay and be responsible for his own attorney's fees, and the Wife shall pay and be responsible for her attorney's fees.

10. COURT COST: The parties agree that Husband shall be responsible for Court cost incurred in connection with this divorce with credit given for the initial filing fee paid by the Wife.

11. ENTIRE AGREEMENT: It is agreed by and between the parties that this Agreement contains the entire understanding to 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.

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

13. 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.

14. NO UNDUE INFLUENCE: This Agreement is made and entered into freely and voluntarily by each of the parties, free from any fraud, duress, constraint, or undue influence of any kind or nature on the part of the other. Each of the parties has entered into this Agreement fairly and freely, after having first received full and complete disclosure of the financial circumstances of the other, acting absolutely upon the independent judgment of each with the advice of separate and independent counsel, and each party acknowledges that this Agreement is fair and equitable.

15. NO INTERFERENCE: From the date of the Agreement, each party shall be free from interference, authority and control, direct or indirect, by the other. Further each party is permanently enjoined and restrained for coming about the other for the purpose of harassing, molesting, or causing physical harm and mental abuse to the other.

16. 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.

17. AFTER-ACQUIRED PROPERTY: The parties acknowledge that between the date of

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execution of this Agreement and entry of 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. This Agreement is meant and intended to be a post-nuptial Marital Dissolution Agreement, and is to be a full, final and complete release of each party of any interest what so ever, which each party may now or hereinafter have in and to the property of the other as herein provided.

18. FULL DISCLOSURE AND RELEASE. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with **full knowledge** on the part of each of them of the extent and probable value of any property and estate of the parties jointly and personally, and each of the parties hereby and forever releases and surrenders all of his or her right, title, and interest, marital or otherwise, in any and all of the estate whether real, personal, intangible or mixed, now owed or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants in this Agreement.

19. AGREEMENT INCORPORATE IN DECREE. The parties agree that this Agreement, subject to the Court's approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

20. ADDITIONAL INSTRUMENTS: It is understood and agreed between the parties as part of the consideration for the execution of this Agreement that each party shall willingly execute and deliver any and all instruments reasonably necessary or required in order to implement and give full force and effect to the provisions of this Agreement, including but not limited to titles to automobiles and deeds for real estate.

21. WAIVERS OF CLAIMS AGAINST THE ESTATE. Except as herein otherwise

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provided, each party may dispose of his or her property in any way that each such party shall decide upon, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, thirds, courtesy, statutory allowance, homestead rights, right to take in intestacy, right to take against the Will of the other, and the right to act as administrator or executor of the other's estate, except for Husband's right to claim any divorced Husband's Social Security benefits from Wife's account to which Husband may be entitled, which Husband specifically reserves, and except for Wife's right to claim any divorced Wife's Social Security benefits from Husband's account to which Wife may be entitled, which Wife specifically reserves, and to which reservations both parties agree.

22. 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.

23. 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.

24. NOTICE AS REQUIRED BY 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 the decree for an account, any debt associated with an account.

COPY

or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year below written.

SUSAN T. JONES

DEADERICK L. JONES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 28th day of January, 2000 ws, before me, the undersigned a Notary Public, personally appeared SUSAN T. JONES, known to me (or satisfactory proven) to be the person whose name is subscribed to the Martial Dissolution Agreement and acknowledged that she executed the same for purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this 28th day of January, 2000 ws

NOTARY PUBLIC

My commission expires: 2-5-2003

WILLIAM H. STOVER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 27th day of January, 2000 ws before me, the undersigned a Notary Public, personally appeared DEADERICK L. JONES, known to me (or satisfactory proven) to be the person whose name is subscribed to the Martial Dissolution Agreement and acknowledge that he executed the same for purposes therein contained.

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IN WITNESS WHEREOF, I hereunto set my hand and official seal on this 27th day of January, 2000 WS

William H. Stoyer
NOTARY PUBLIC

My commission expires: 7-8-2013

