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

STACEY LYNN SWANSON,
Plaintiff,

vs.

EDDIE JAMES SWANSON,
Defendant,

Docket: 16D1921

FILED
2017 JAN 11 AM 10:22
RICHARD R. ROOKER, CLERK
D.C.

FINAL DECREE OF DIVORCE

This cause came to be heard on January 11, 2017, upon the Complaint for Divorce filed by Stacey Lynn Swanson, Wife, the parties' Marital Dissolution Agreement, signed by both of the parties, by Husband on 10-11-16 and by Wife on 10-10-16, and the entire record herein; from all of which the Court affirmatively finds that the allegations of the Complaint are sustained by the proof; that is, that the parties have irreconcilable differences; that the sixty-day (60) waiting period, as required by statute, has elapsed. The Court further affirmatively finds that the Marital Dissolution Agreement provides for the equitable settlement of any and all property rights between the parties and equitably divides the marital estate in full.

It is ~~further~~ THEREFORE **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, Stacey Lynn ~~Swason~~ SWANSON, is awarded an absolute divorce from the Defendant, Eddie James Swanson, and the parties are restored to all of the rights and privileges of unmarried persons. It is Further Ordered Wife will return to her maiden name of Stacey Lynn Sheldon.

It is further **ORDERED, ADJUDGED and DECREED** that the Marital Dissolution Agreement executed by the parties is approved by the Court, ~~and incorporated by reference and~~ made an Order of this court and is ~~attached herein~~ IS IN WORDS AND FIGURES AS FOLLOWS:

BILL GARRETT, Davidson County
Trans:T20170011686 DEEDDIV
Recvd: 02/08/17 12:43 12 pgs
Fees:62.00 Taxes:0.00
20170208-0013305

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2016 OCT 20 PM 12:34

STACEY LYNN SWANSON,
Plaintiff,

vs.

Docket: 16D1927

EDDIE JAMES SWANSON,
Defendant.

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between STACEY LYNN SWANSON, hereinafter called Wife, and EDDIE JAMES SWANSON, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since MAY 09, 2009,

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action for irreconcilable differences is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship;

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested; and

WHEREAS, the parties own items of personal property and real property;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. It is agreed by and between the Parties, that 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. It is further agreed that neither party shall not molest or threaten or in any way harass the other. In short, the parties will be civil to one another.

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2. It is agreed by and between the parties that distribution of personal property is as follows:

a. Vehicles.

(1) It is agreed by and between the parties that the Husband will keep as his sole, titled property his 2000 Ford Taurus SE VIN# [redacted] and his 2000 Mercedes C230 Kompressor VIN# [redacted] Any interest of the Wife in these vehicles is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicles as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances pertaining to these vehicles, and that he shall indemnify and hold the Wife harmless thereon. Wife shall execute any and all documents necessary to transfer title of said automobiles to Husband. Husband shall within 30 days from the date the final decree is signed in this matter divest wife's name from any and all documents, contracts, or notes regarding these vehicles. Wife will assist in that as necessary.

(2) It is agreed by and between the parties that the Wife shall keep as her sole, titled, property her 2010 Toyota Rav4 VIN# [redacted] Any interest of the Husband in the vehicles is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicles as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances pertaining to the vehicles, and that she shall indemnify and hold the Husband harmless thereon. Husband shall execute any and all documents necessary to transfer titles of said automobiles to Wife. Wife shall within 30 days from the date the final decree is signed in this matter divest Husband's name from any and all documents, contracts, or notes regarding these vehicles. Husband will assist in that as necessary.

b. Household Furniture, Fixtures and Appliances and Personal Property. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party and the parties further acknowledge all personal property has already been divided.

c. Joint Bank Accounts. There are no joint marital accounts. Any other accounts the parties have are non-marital and not jointly held and the other party waives all interest and will be held harmless accordingly.

d. Debts. There are joint marital debts. Any other debts the parties have are non-marital debts and the other party is not responsible and will be held harmless as necessary.

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e. Retirement Accounts. Wife will keep her Fidelity Retirement account ending in #[redacted], account balance of $49,645 as well as her MetLife Retirement Account, #[redacted], Bal. $27,031. She will hold husband harmless accordingly and if necessary draft and present to Husband and documents necessary to effectuate the intent of this paragraph. Husband will assist in this as necessary.

It is acknowledged and agreed that there may be other joint debts outstanding and that shall either party receive a notice from a creditor they will have ten (10) days to advise the other party of said debt and they shall each be responsible for one-half (1/2) of said debt. It is further agreed that each party will execute any and all documents necessary to effectuate this provision.

It is acknowledged that pursuant to TCA 36-4-134 that neither the Marital Dissolution Agreement nor anything in this matter 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. Further it may be in a party's best interest to cancel, close, or freeze any jointly held accounts.

f. Business.

i. Wife will keep her direct sales business Rodan + Fields free and clear of any interest of Husband. Husband waives any interest in this business. Wife will hold Husband harmless as necessary.

ii. Husband will keep his personal bodyguard business PlatNum Protection Services and his personal training business. Wife waives any interest in this business. Husband will hold wife harmless as necessary.

g. Pets. Wife will keep Bella, a Tonkinese cat; Max, a boxer/shepard mix dog; and Maggie, a houndmix dog.

h. Other Tangible Items. The Parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the Parties that each Party shall own as their sole property all items of personal property now in their possession. Any interest of one Party in the personal property in the possession of the other Party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property free and clear.

i. Real Property: Wife is awarded the real property of 1952 Port James Circle, Antioch,

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TN 37013. Wife shall be responsible for all expenses, notes, upkeep, maintenance; all expenses of the property and hold Husband harmless accordingly. Husband waives any interest. Husband is on the deed but not the note. If it is necessary for Husband to sign a quit claim deed or the like regarding this property, he will do so upon presentment.

The House is further described as: Map and Parcel Number 165-09-0a-058.00; Lot 72 Lakewood Village Sec 2.

3. Neither party is paying or receiving Alimony or Spousal Support of any kind.

4. It is agreed by and between the Parties, that each party shall be responsible for ½ of the cost of mediation, should it be necessary and/or ordered by the court.

5. The parties agree that they will file all unfiled tax years for which they are or were married separately and receive or own their balance due free of any claim or assistance of the other and each will hold the other harmless as necessary.

6. It is agreed by and between the parties that each party shall pay all of their own respective attorney fees. The Plaintiff shall be responsible for the filing fee and other court cost(s) incurred in this matter, provided that the divorce is uncontested. Wife is represented by Aaron Raney, Esquire. Husband is not represented by counsel but understands he has a right to have an Attorney in this case.

7. Each of the parties shall execute, acknowledge, and deliver any and all instruments and/or documents in writing, which are necessary for effectuating the provisions and intent of this Martial Dissolution Agreement.

8. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not, at any time after execution of this Martial Dissolution Agreement, incur any debt or obligation for which Husband or his estate may be or become liable. If Wife does incur such a debt, Wife shall indemnify and hold harmless Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses, and reasonable attorney's fees.

9. Subject to the provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Martial Dissolution Agreement, incur any debt or obligation for which Wife or her estate may be or become liable. If husband does incur such a debt, Husband shall indemnify and hold harmless Wife to the Full extent of the amount of the debt, including interest, expenses, legal expenses, and reasonable attorney fees.

10. Except as may otherwise be expressly provided in this Marital Dissolution Agreement,

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Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtsey, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remits, releases, and forever discharge the other of all claims, causes of action, demands, and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

11. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, reasonable attorney fees and courts costs.

12. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment or decree of divorce that may hereafter be entered in the CIRCUIT COURT OF DAVIDSON COUNTY, State of Tennessee, and to that end, agree that it shall be submitted to the Court for its ratification and approval.

13. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

14. The Parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The Parties have either been represented by their respective attorneys in connection with the negotiation and preparation of this Marital Dissolution Agreement or have chosen, of their own free will, to represent themselves. Each party acknowledges that they have read this Marital Dissolution Agreement, in its entirety, and agree that it is fair and equitable. They further agree

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that this Marital Dissolution Agreement is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement.

15. The Parties acknowledge that Husband is a Tennessee resident. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Defendant/Husband for the purpose of granting a divorce on the ground of irreconcilable differences.

16. The above agreements are a transfer of appreciated property between spouses in connection with a divorce, and are not a sale or exchange or other disposition, but represents a division of property by co-owners.

17. 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.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on the 10th day of October, 2016.

Stacey Lynn Swanson
STACEY LYNN SWANSON

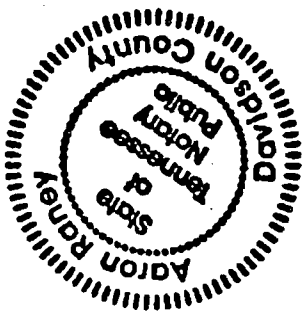
STATE OF TENNESSEE)
COUNTY OF Davis)

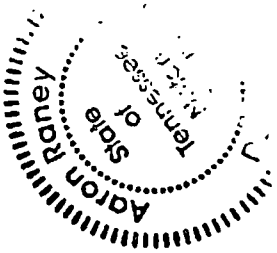
On this day, before me, the undersigned officer, an authorized Notary Public for the above State, personally appeared STACEY LYNN SWANSON, satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this the day in person, and acknowledged having signed said instrument as the

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free and voluntary act of said person for the uses and purposes therein set forth. In witness whereof, I hereunto set me hand and seal this the 10th day of Oct., 2016.

9-7-20 _____
My Commission Expires Notary Public





IN WITNESS WHEREOF, Husband has signed this Marital Dissolution Agreement on the 11th day of Oct., 2016.

_____
EDDIE JAMES SWANSON

STATE OF TENNESSEE)
COUNTY OF Duds)



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On this day, before me, the undersigned officer, an authorized Notary Public for the above State, personally appeared EDDIE JAMES SWANSON, satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this the day in person, and acknowledged having signed said instrument as the free and voluntary act of said person for the uses and purposes therein set forth. In witness whereof, I hereunto set me hand and seal this the 11th day of Oct., 2016.

9-7-20
My Commission Expires

Notary Public

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[redacted]

It is further **ORDERED, ADJUDGED and DECREED** that the Plaintiff shall pay ~~any~~ THE remaining court costs, for which execution may issue if necessary.

All parties are hereby put on notice with this final decree that: It is acknowledged that pursuant to TCA 36-4-134 that neither the Marital Dissolution Agreement nor anything in this matter 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. Further it may be in a party's best interest to cancel, close, or freeze any jointly held accounts.

ENTERED this 11 day of January, 2017.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

Aaron Raney, 018197
Attorney at Law
4525 Harding Pike, Suite 200
Nashville, Tennessee 37205
(615) 305-3037- cell
raneyfamilylaw@gmail.com
RaneyFamilyLaw.com

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing Notice has been mailed / emailed / faxed and/or hand delivered to:

Copy

Eddie James Swanson
1952 Port James Circle
Nashville, TN 37013

this the 15th day of Dec., 2016.

Aaron Raney

Aaron Raney

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 11 day of JANUARY, 2017, in Docket Number 16D1921 between SWANSON, STACEY LYNN, Plaintiff, and SWANSON, EDDIE JAMES, 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 20 day of JANUARY in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

