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

MARY AMBROSE PATTON,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**No. 16D-1311**
	)	
HOWARD WAYNE PATTON,	)	
	)	
Defendant/Husband.	)	

FILED
2016 OCT 26 AM 10:42

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 26 day of OCTOBER, 2016, before the Honorable Phillip Robinson, ~~Chancellor~~ JUDGE, upon Plaintiff's Complaint for Divorce, and the parties' properly executed written Marital Dissolution Agreement, which provides for an equitable division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts, upon all of the pleadings, and upon the record; all from which the Court affirmatively finds that the allegations of Plaintiff's Complaint for Divorce are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written and properly notarized agreement have made adequate and sufficient provisions for the equitable settlement of property rights between themselves and the parties having no children born of this marriage. The Court further finds the Marital Dissolution Agreement should be approved and that the Plaintiff's current mailing address is 525 Westward Winds Drive, Nashville, TN 37221, and the Defendant's current mailing address is 525 Westward Winds Drive, Nashville, TN 37221, and that the sixty (60) day waiting period as required by statute has elapsed.

BILL GARRETT, Davidson County
Trans:T20170023942 DEEDDIV
Recvd: 03/21/17 13:29 17 pgs
Fees:87.00 Taxes:0.00
20170321-0027526

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The parties are further given notice pursuant to T.C.A. 36-4-134(a) that 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 or any debt. The parties are given notice that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

It is therefore ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement heretofore executed by the parties and giving reference to this cause by proper docket number, is hereby approved by the Court in that "the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties" and each and every provision of said Agreement is hereby made a specific order and decree of this Court, which Agreement is in words and figures as follows:

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

2016 SEP 21 AM 9:53
RICHARD R. ROOKER, CLERK
D.C.

MARY AMBROSE PATTON,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**No. 16D-1311**
	)	
HOWARD WAYNE PATTON,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between HOWARD WAYNE PATTON ("Husband") and MARY AMBROSE PATTON ("Wife"), and whose names appear sworn to below, and are referred to collectively as "the parties."

WITNESSETH:

WHEREAS, the parties have experienced irreconcilable differences in their marriage resulting in an action being filed for absolute divorce by Wife in the Circuit Court for Davidson County, Tennessee, and each of the parties hereby acknowledges that a divorce action is pending under the Docket Number 16D-1311. The parties waive further service of process, and the Defendant waives answer to the Complaint;

WHEREAS, the parties desire to amicably settle all of their rights and interests arising as a result of their marriage;

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle equitably, fairly, and amicably their differences with

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respect to all property rights, support obligations, and obligations for payment of debts, and obligations not only for the present, but the future, it being their intention that such contract/agreement will be effectuated with respect to all of their property and other matters of concern, irrespective of whether a divorce is finally concluded between the parties;

WHEREAS, the parties hereto acknowledge that they are familiar with each other's financial condition, property holdings, assets, and liabilities, and acknowledge that formal discovery has not been performed, and although aware of the potential problems resulting thereon, waive discovery in this cause; and

WHEREAS, the parties intend to tender this Agreement to the Court for its approval and ratification in the event a divorce is granted in this cause.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises set out herein, the parties hereto mutually agree as follows:

1. **Award of Divorce:** Wife shall be awarded an absolute divorce from Husband on the grounds of irreconcilable differences and each shall be restored with all the rights and privileges of unmarried persons.

2. **Children:** There are no children born of this marriage.

3. **Real Property:** Wife owned real property prior to the marriage and the parties have lived in residence located at 525 Westward Winds Drive, Nashville, Tennessee 37221. The parties agree that all right, title, and interest to this property shall be awarded to Wife, and she will be responsible for the payment of all mortgages and bills associated with this property. Husband shall sign all necessary documentation, including quitclaim deed, for the property to transfer his interest, if any, to Wife upon entry of the Final Decree.

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4. **Vehicles:** The Wife is awarded all right, title, and interest in and to the 2007 Mazda Miata 5, VIN [redacted]. Wife shall be awarded all title and interest to the vehicle and be the sole owner, as well as be responsible for said insurance.

The Husband is awarded all right, title, and interest in and to the 2011 Mazda Tribute, VIN # [redacted] Husband shall be awarded all title and interest to the vehicle and be the sole owner, as well as be responsible for said insurance.

5. **Credit Cards:** The Wife shall retain her individual credit cards and be responsible for debts thereon and hold Husband harmless thereon. The Husband shall retain his individual credit cards and be responsible for debts thereon and hold Wife harmless thereon. The parties have no joint credit cards.

6. **Bank Accounts:** Each party shall receive all right, title, and interest in and to any and all bank accounts, investment accounts, life insurance policies, retirement and pension benefits, and other accounts and assets maintained in his or her respective name, not otherwise provided for herein, all free and clear of any claim from the other party. All joint bank accounts if any shall be equally divided and accounts closed.

7. **Retirement, Insurance, and Investment Accounts:** The parties agree as follows:

Husband shall receive and Wife is hereby divested of any right, title, or interest in and to the following accounts:

a. Ascend Federal Credit Union Roth IRA with last four digits of account number ending in 1950;

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b. Combined Life Insurance Policy with last four digits of account number ending in 1755;

c. Northwestern Life Insurance Policy with last four digits of account number ending in 2525.

d. Southeast Financial Credit Union IRA with last four digits of account number ending in 8422.

e. One-half (1/2) interest in prepaid insurance contract number 011/25833-BD with Harpeth Hills Memory Garden.

f. Central State Pension Fund.

g. State of Tennessee Pension Fund.

h. Limited Technologies Pension Fund.

i. Metropolitan Life Account.

Wife shall receive and Husband is hereby divested of any right, title, or interest in and to the following accounts:

a. Southeast Financial Credit Union IRA with last four digits of account number ending in 2059. However, Wife shall upon the entry of the Final Decree cause to be transferred $90,000.00 from the IRA account to any IRA of Husband as directed. Husband shall be responsible for tax, if any, thereon.

b. Willis Pension Account.

c. Marsh Pension Account

d. One-half (1/2) interest in prepaid insurance contract number 011/25833-BD with Harpeth Hills Memory Garden.

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8. Furniture, Furnishings, and Personal Property: The parties have already divided their said personal property. All property in Husband's possession shall be Husband's as his sole and separate property. All property in Wife's possession shall be Wife's as her sole and separate property. Wife shall also receive the three (3) family Scottish Terriers: Glory, Hallelujah, and Amazing Grace.

9. Debts: Husband shall be responsible for any debts incurred by him in his individual name or for his sole benefit. Wife shall be responsible for any debts incurred by her in her individual name or for her sole benefit incurred. Each party shall indemnify and hold harmless the other from any debts he or she is responsible for pursuant to this Agreement. The parties agree that there shall be no additional charges on debts, credit cards or charge cards jointly incurred or obtained during the parties' marriage and those debts, credit cards or charge cards shall be closed or steps taken to remove the other party from any liability on accounts each is responsible for.

10. Insurance and Alimony: The parties shall be responsible for securing, maintaining, and paying for his or her respective health insurance coverage upon entry of the Final Decree in this matter.

11. Indemnification: Notice pursuant to 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 this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

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In the event a creditor of either party seeks to compel the other party 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. Obligations Not Dischargeable in Bankruptcy: (a) 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 is nondischargable pursuant to 11 U.S.C. Section 523(a)(5) as a domestic support obligation and/or 11 U.S.C. Section 523(a)(15) as a debt to the other party that is incurred in the course of a divorce and in connection with a divorce decree or other order of a Court of record.

(b) All amounts to be paid, borrowed, loaned or guaranteed by the Husband are nondischargeable pursuant to 11 U.S.C. Section 523(a)(5) as a domestic support obligation and/or 11 U.S.C. Section 523(a)(15) as a debt to the Wife that is incurred by the Husband in the course of a divorce and in connection with a divorce decree or other order of a Court of record.

13. Tax Liability: The parties hereby indemnify and agree to hold each other harmless for any tax, penalty and interest, any deficiency assessment or tax lien, suit or demand arising out of any joint tax returns previously or hereafter filed by the parties. This indemnification includes all damages and expenses proximately caused by the error or

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fault. This indemnification includes all damages and expenses and specifically includes any tax, penalty and interest attributable to any payment made by each party to the other under this Agreement. The parties shall file individual tax returns for 2016 and thereafter and receive or be responsible individually for any amount owed or refunded.

14. **Notice Regarding Creditors:** Pursuant to T.C.A. Section 36-4-134(a), notice is hereby given that this 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 this Agreement for an account, any debt associated with an account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

15. **Revocation of Beneficiary Designations:** Husband and Wife agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either Husband or Wife which designate the other as a beneficiary shall be, and are hereby revoked. Such documents shall include but are not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, pension plans, retirement programs, 401(k) accounts, incentive and thrift plans, employee benefit programs, and all other such plans and accounts of any description whatsoever. It is the intent of Husband and Wife herein that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is executed after the execution of this Agreement designating the other party as a beneficiary.

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16. **Incorporation of Agreement:** It is understood and agreed between Husband and Wife that this Agreement shall be introduced in the divorce proceedings now pending between the parties for ratification and incorporation into the final decree of divorce in said action.

17. **Final Settlement and Mutual Release:** It is understood and agreed between Husband and Wife that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto 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, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Wife or Husband individually or jointly, or any property that either of them may acquire in the future.

18. **Full Disclosure:** Husband and Wife warrant and represent to the other that he or she has made full disclosure to the other of his or her respective incomes and anticipated incomes, and further warrant and represent to the other that he or she has made full disclosure to the other of all assets in which he or she has any interest and that such disclosure of assets was intended to be relied upon by the other party in the consideration and execution of this Agreement. Should it develop that there were undisclosed assets, the

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party to whom the assets were not disclosed shall have a right to an equitable share of the same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

19. **Enforcement of Agreement:** In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement or to defend a proceeding brought against him or her, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees incurred in prosecuting or defending the action.

20. **Voluntary Agreement:** Husband and Wife acknowledge that they have read this Agreement, that they understand this Agreement, that they believe this Agreement provides for a full, fair and equitable distribution of their marital assets and liabilities, and that they are entering into this Agreement voluntarily, without any undue influence, fraud, coercion or misrepresentation or for any reason not stated herein. By signing this document, each party indicates that they do not want to proceed with formal discovery, including and not limited to, completing interrogatories and request for production of documents, or discovery depositions that are designed to discover assets or debts. The parties further release the attorney of record from any obligation to complete the discovery process.

21. **Entire Agreement:** This Agreement constitutes the entire understanding and the entire agreement made between Husband and Wife. This Agreement supersedes and replaces any and all prior agreements between Husband and Wife, whether said prior agreements were oral or written. Husband and Wife acknowledge that there are no

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Wife's Initials

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representations or warranties other than those expressly set forth in this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

22. **Governing Law:** This Agreement shall be interpreted and enforced according to the laws of the State of Tennessee.

23. **Advice of Counsel:** Each party acknowledges and represents that Wife has had the advice of Adrian H. Altshuler, Esq., and Husband having the opportunity to obtain counsel elected to represent herself in the consideration and execution of this Agreement.

24. **Severability:** In the event of any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provision of this Agreement, all provisions of this Agreement being severable.

25. **Tort Claims:** The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging, and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce.

26. **Attorney's Fees:** Husband and Wife shall be responsible for paying their own attorney's fees, expert witness fees, and other litigation expenses associated with this divorce action.

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27. Court Costs: Husband and Wife shall split any and all court cost incurred as a result of the pending divorce action, for which execution may issue, if necessary.

28. Additional Instruments: Husband and Wife agree to execute and deliver any and all instruments and do whatever is reasonably necessary or required in order to carry out the terms of this Agreement.

29. Amendments: This Agreement may be altered, amended, or canceled only by further written Agreement, signed by Husband and Wife. The requirement of this paragraph cannot be waived by oral agreement.

30. Effective Date: This Agreement shall take effect only upon, and neither party will be bound by any provisions in this Agreement until both Husband and Wife have signed a single copy of this Agreement and each respective signature has been duly and properly notarized.

THIS AGREEMENT shall be executed by each party and filed with the Court to be incorporated by the Final Decree of Divorce.

Sept 14, 2016 — Mary Ambrose Patton
Date — MARY AMBROSE PATTON

9-14-16 — Howard Wayne Patton
Date — HOWARD WAYNE PATTON

HWP — MAP
Husband's Initials — Wife's Initials

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STATE OF TENNESSEE)
COUNTY OF Williamson)

PERSONALLY APPEARED BEFORE ME, the undersigned, a Notary Public in and for said County and State, the within named HOWARD WAYNE PATTON, with whom I am personally acquainted and show acknowledgment that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal at Franklin, Tennessee, on this the 14th day of September, 2016.

Paula Rogers
NOTARY PUBLIC

Paula Rogers
State of Tennessee Notary Public
Williamson County

My Commission expires: 5/22/17

STATE OF TENNESSEE)
COUNTY OF Williamson)

PERSONALLY APPEARED BEFORE ME, the undersigned, a Notary Public in and for said County and State, the within named MARY AMBROSE PATTON, with whom I am personally acquainted and show acknowledgment that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained.

WITNESS my hand and official seal at Franklin, Tennessee, on this the 14th day of September, 2016.

Paula Rogers
NOTARY PUBLIC

Paula Rogers
State of Tennessee Notary Public
Williamson County

My Commission expires: 5/22/17

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Wife's Initials

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It is further ORDERED, ADJUDGED, and DECREED that Plaintiff shall be and is hereby awarded an absolute divorce pursuant to T.C.A. Section 36-4-103 from Defendant, that the parties shall be and are hereby restored to all of the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED, and DECREED that counsel for Wife, Adrian H. Altshuler, shall be allowed to withdraw as attorney of record for Mary Ambrose Patton. Following the date of divorce, Adrian H. Altshuler, Attorney, shall have no further responsibility or obligation to Mary Ambrose Patton in this cause.

It is finally ORDERED, ADJUDGED, and DECREED that THE ~~any remaining~~ court costs of this cause are assessed EQUALLY to Plaintiff AND DEFENDANT AS SET FORTH IN THE MARITAL DISSOLUTION AGREEMENT. CGB

All to let execution if necessary.

ENTER this 26 day of OCTOBER, 2016.

PHILLIP ROBINSON, JUDGE

APPROVED FOR ENTRY:

ADRIAN H. ALTSHULER (#12550)
Attorney for Plaintiff/Wife
219 Third Avenue North
Franklin, Tennessee 37064
(615) 599-1785

MARY AMBROSE PATTON
Wife

HOWARD WAYNE PATTON
Husband

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CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U.S. Mail, postage prepaid, to Adrian H. Altshuler, Attorney for Wife, at 219 Third Avenue North, Franklin, TN 37064, and to Defendant/Husband, Howard Wayne Patton, at 525 Westward Winds Drive, Nashville, TN 37221, on this _____ day of _____, 2016.

_____

CLERK

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 26 day of OCTOBER, 2016, in Docket Number 16D1311 between PATTON, MARY AMBROSE, Plaintiff, and PATTON, HOWARD 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 27 day of DECEMBER in the year two thousand sixteen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

By: _____
Deputy Clerk