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Return To:
McCann & Hubbard
1804 Williamson Ct, Suite 201
Brentwood, TN 37027
615-377-3319

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 07 day of FEBRUARY, 2017, in Docket Number 16D1655 between BELL, KATHRYN ANNE, Plaintiff, and BELL, ROGER ZACHARY, 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 30 day of MARCH in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

RICHARD R. ROOKER
[SEAL]
CIRCUIT COURT CLERK

BILL GARRETT, Davidson County
Trans:T20170029109 DEEDDIV
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IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
2017 FEB -7 AM 11: 11
RICHARD R. ROOKER, CLERK
D.C.

KATHRYN ANNE BELL

PLAINTIFF

V.

ROGER ZACHARY BELL

DEFENDANT

DOCKET: 16D1655

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 7th day of February, 2017, before the Honorable Phillip R. Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife, subsequent agreement of the parties to allow Wife to proceed to obtain a divorce upon the grounds of irreconcilable differences, presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision for the equitable settlement of any property rights between the parties, presentation of an agreed parenting plan that the parties assert, AND THE COURT SO FINDS, is in the best interest of their minor children;

From all of which, it appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Kathryn Anne Bell, shall be and hereby is awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and the parties are restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually

dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** and the Court affirmatively finds, that the Marital Dissolution Agreement heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties, that the parenting plan is in the best interest of the parties' minor children, and the Court approves the Agreements and incorporates the same herein verbatim as follows:

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

KATHRYN ANNE BELL

PLAINTIFF

V. DOCKET: 16D1655

ROGER ZACHARY BELL

DEFENDANT

FILED
2016 DEC 16 AM 9:49
RICHARD ROOKER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the THIRD CIRCUIT Court for DAVIDSON County, Tennessee, a Complaint for Absolute Divorce, filed by **KATHRYN ANNE BELL**, hereinafter referred to as "Wife", against **ROGER ZACHARY BELL**, hereinafter referred to as "Husband" and

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) **CONSIDERATION**: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE**: 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.

(3) **TAX EXEMPT STATUS**: This Agreement is a transfer of appreciated property

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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.

(4) **TRIAL**: Wife shall proceed to Court to obtain a divorce upon the grounds of irreconcilable differences. By signing this agreement, Husband hereby waives service on the complaint for divorce filed in this cause, and acknowledges that this matter is properly before the court for a divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY**: All provisions concerning the residential time and support of the minor child are contained in the Parenting Plan, attached hereto as Exhibit "A". The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this Agreement.

(6) **MARITAL HOME**: The marital residence at 1700 Lischey Ave. Nashville, TN 37207 shall be awarded to Wife in fee simple absolute. She shall refinance said residence within one year of the entry of the final decree of divorce. Husband shall be awarded $35,000.00 from the equity in the marital residence, to be paid cash, lump sum, payable at $17,500.00 on or before December 21, 2016 and $17,500.00 upon Husband's vacating the marital residence or on entry of the Final Decree of Divorce, whichever is the first to occur.

Husband shall vacate the marital residence on or before February 1, 2017, at which time Wife shall be awarded exclusive possession of the marital residence, and shall be solely responsible for the mortgage, all utilities, insurance, taxes, maintenance, and all other expenses and liabilities associated with the home. Husband shall be responsible for the payment of the mortgage, all utilities, insurance, taxes, maintenance and all other expenses associated with the

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marital residence through January 31, 2017.

Should Wife be unable to refinance the residence within one year of the entry of the final decree of divorce, she shall list the house for sale on the market, with a realtor of her choice at a price recommended by the realtor. Upon the sale of the residence, Wife shall be awarded the net sales proceeds. Should the house be unsold nine months after the listing date, then either party may file a motion with the Court to order the marital residence be sold at auction. The Court shall retain jurisdiction over the marital residence until such time as it is refinanced or sold.

(7) **VEHICLES**: All right, title and interest that Wife has, in and to the 2001 Chevy Silverado, shall be divested from her and reinvested in Husband free and clear of any claim by Wife. There is no obligation owing on the vehicle, and Husband shall be responsible for any liability incurred thereon and shall hold Wife harmless and indemnify her from any responsibility owing thereon.

All right, title and interest that Husband has, in and to 2006 Honda Accord, shall be divested from him and reinvested in Wife in fee simple. There is no obligation owing on the vehicle, and Wife shall be responsible for any liability incurred thereon and shall hold Husband harmless and indemnify him from any responsibility owing thereon.

(8) **BANK ACCOUNTS**: The following joint accounts shall be divided as follows: USAA, account ending in 3766 and 2316 and the Savings account ending in -3774 shall be awarded to Wife.

Wife has no accounts in her sole name.

Husband shall be awarded the following bank accounts, titled in his sole name, and all funds therein free and clear from any claim by Wife: USAA account in his sole name

From the date of this agreement, each party shall be responsible for their respectively

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awarded accounts. Neither shall make withdraws from the other's account without the account owner's express written permission, and each party shall be solely responsible for and shall indemnify the other spouse from any obligations incurred on any accounts of the owner of the account.

Husband shall cooperate in removing his name from the joint accounts awarded to Wife herein, and he shall do so within thirty days of the signing of this agreement. Wife shall cooperate with Husband to remove any direct deposit or automatic withdraws for any of Husband's expenses within thirty days, but should any expense of Husband's autodraft from the account, He shall reimburse wife for said expense within thirty days, upon notice of the expense by wife.

(9) **FURNITURE/FURNISHINGS**: The parties have equitably divided their personal effects, furniture, and furnishings. All possessions in either party's possession as of 30 days following the entry of the final decree of divorce shall become and remain that party's property, free of any claim by the other now or in the future.

(10) **INTELLECTUAL PROPERTY:** Wife shall be awarded any and all intellectual property created by her during the marriage and any and all income derived therefrom.

(11) **RETIREMENT**: Husband is awarded free and clear of any claim by Wife his retirement account through the National Guard.

Wife shall be awarded her 401k in her name free and clear of any claim by Husband.

(12) **DEBTS**: As part of the equitable distribution of the equity in the residence, Wife shall be solely responsible for the debt owed to her parents, John and Barbara Shafter, and she shall hold Husband harmless therefrom. Husband shall be responsible for the credit card and consumer debt in his individual name and he shall hold Wife harmless therefrom.

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Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses and attorney's fees.

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 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 responsible 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

(13) HEALTH AND DENTAL INSURANCE COVERAGE: Each party shall be responsible for maintaining their own individual health insurance as of the date of entry of the Final Decree of Divorce.

(14) ALIMONY: As part of the equitable division of the real estate in this matter, Wife waives her claim to alimony of any type or in any form.

(15) ATTORNEY'S FEES: Considering the equitable division of the equity in the real estate in this matter, each party shall be responsible for their individual attorney's fees.

(16) COURT COSTS: The outstanding costs of this cause shall be paid by Husband for all of which execution may issue.

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(17) **FEDERAL INCOME TAX RETURN FOR TAX YEAR 2016:** The parties agree to file their Federal Individual Income Tax Return for the tax year ended December 31, 2016 as "Married, Filing Joint." Both parties will cooperate in the timely filing of the return no later than April 15, 2017. The parties anticipate receiving an income tax refund, which shall be divided between the parties equally.

(18) **FEDERAL TAX LIABILITY:** If in connection with any joint Federal Income Tax Returns previously filed by the parties, there is a deficiency assessment; the amount ultimately determined to be due shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, (and if so, to that extent), or out of a joint income deduction. In such case, the party responsible for the deficiency, or additional taxes owed, together with interest and penalties assessed shall indemnify and hold harmless from any liabilities, assessments, deficiencies, and other costs, including, but not limited to attorney fees, accountant fees, arising by reason of the spouse's failure to pay taxes or accurately report same. In addition, each party agrees that he or she will hold the other harmless from any and all financial responsibility to the federal or state taxing authorities for later imposed tax payments, deficiencies, penalties or interest and/or costs related to amendments to the parties joint tax returns, which may arise from any understatement of income, overstatement of deductions and/or tax credits, loss carryovers, tax shelters, or any other reason relating to income received by or assets controlled by the responsible spouse. The parties further agree that any costs or fees necessary to defend any deficiency, penalty or interest claim or any other taxing authority claims with respect to the parties' joint federal or state tax returns shall be assumed and paid by the responsible party.

(19) **ENFORCEMENT PROVISION**: In the event it becomes reasonably necessary

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for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

(20) **FAIRNESS OF AGREEMENT**: The parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory to each party and in keeping with their reasonable requirements.

(21) **VOLUNTARY ACCEPTANCE**: Both parties hereby acknowledge that they are fully apprised of all of the assets and liabilities of the marriage and of their spouse, and that they wish to proceed with the above-styled divorce action with all possible speed, and to minimize costs and attorneys fees associated therewith. Both parties have had the opportunity to retain counsel. By signing this document, each party indicates that that they do not want to proceed with formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts. The parties further release the attorneys of record from any obligation to complete the discovery process. Both parties acknowledge that they have not been given any tax advice or advice regarding valuation of assets by their attorneys. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily

(22) **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set

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forth herein.

(23) **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 non-dischargeable debt under 11 USC section 523(a)(5) or section 523 (a)(15) of the Bankruptcy Code. The parties agree that with respect to the debts that they are assuming, each debtor has the ability to pay said debts from income not reasonably necessary for the maintenance or support of the debtor, or debtor's dependents, or own business. Each debtor also states that the benefit to the former spouse or child(ren) outweighs the determent that it could cause to said debtor.

(24) **COMPLETE DISCLOSURE**: Each party has made a full and complete disclosure of his or her assets and liabilities.

(25) **ESTATE WAIVER**: It is understood and agreed between the parties 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

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(26) **ADDITIONAL INSTRUMENTS**: It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement. Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement.

(27) **MODIFICATION**: A modification or waiver of any or all of the provisions of this agreement shall be 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, and this requirement cannot be waived by oral agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(28) **UNPROVIDED FOR PROPERTY**: If there is any property interest (such as a retirement plan, bank account, stock) or effect thereof (such as interest, dividends or a lump sum payment that actually can only be paid in installments (which is not provided for in this agreement, then that property interest or effect thereof shall be equally divided between the parties. If it is established by a preponderance of the evidence that a party misrepresented or intentionally concealed a property interest, the effect thereof or an important characteristic thereof, the interest of the concealing party will be transferred in full to the non-concealing party and the concealing party will pay all costs, fees, expenses, attorney's fees, and damages of the non-concealing party caused by said concealment.

(29) **BENEFICIARY REVOCATION**: The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall

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include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement 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 hereafter executed designating the other party as a beneficiary.

(30) **SEVERABILITY**: In the event 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.

(31) **NOTICE REGARDING CREDITORS:** Pursuant to T.C.A section 36-4-134, 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 the decree for an account or any debt. It may also be in a party's best interest to cancel, close or freeze any jointly held accounts.

(32) **ENFORCEMENT BY MOTION**: The parties acknowledge that the signing of this Agreement shall confer on either party the right to compel enforcement o this Agreement by Motion to the Court.

(33) **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 arsing 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.

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WITNESS OUR HANDS, this the 14th day of December 2016, as to the Wife, and the 14th day of December 2016 as to the Husband.

Kathryn A. Bell
KATHRYN ANNE BELL

ROGER ZACHARY BELL

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **KATHRYN ANNE BELL**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 14th day of December, 2016.

ELIZABETH A. GARRETT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2017

Elizabeth A. Garrett
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **ROGER ZACHARY BELL**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 14th day of December, 2016.

ELIZABETH A. GARRETT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2017

Elizabeth A. Garrett
NOTARY PUBLIC

My Commission Expires: _____

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