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MAR 11 2013

IN THE Chancery CIRCUIT COURT FOR ~~DAVIDSON~~ Wilson COUNTY, TENNESSEE

ENTERED AT 9:45 a.M MAR 12 2013

James Chadwick Bandy
Plaintiff [NAME *(First, Middle, Last)* OF SPOUSE FILING THE DIVORCE]

vs.

Docket No: 2013CV2

Ashley LeAnn Bandy
Defendant [NAME *(First, Middle, Last)* OF THE OTHER SPOUSE]

Final Decree of Divorce
[With *Divorce Agreement*]

If you are ready to finalize your divorce, you must fill out this form. Only the spouse who filed the *Complaint for Divorce* is required to sign this *Decree* and that spouse **must go** to the Court hearing **BUT** it is a good idea for both spouses to go in the event the Court has questions. The Judge does not have to sign this *Decree* if the Judge does not think your *Divorce Agreement* is fair.

Take this form with you to your Court hearing, along with copies of all forms you have filed, including:

- *Divorce Agreement* (FORM 5) signed by both spouses and notarized (if it was not filed with the *Complaint for Divorce*)
- *Certificate of Divorce or Annulment*. You **must** use the official Department of Vital Records form that can be obtained from the Clerk's Office or found online at https://health.state.tn.us/vr/ and have it completely filled out before the Court hearing.

Court Hearing and Findings:

On (date) _____, there was a Court hearing at the Court and county listed above before (Judge's name) _____.

Parties at the hearing:

☐ **Plaintiff (Spouse filing the *Complaint for Divorce*):**

Street or P.O. Box	City	State	Zip	Phone #

☐ **Defendant (The other spouse):**

Street or P.O. Box	City	State	Zip	Phone #

The Court finds that the parties have signed and filed a *Divorce Agreement* that makes adequate and sufficient provision for the equitable settlement of property rights between them and fairly apportions their debt (an equitable division).

That *Agreement* is now filed with and made part of this *Final Decree of Divorce*. The spouses swear they have no children together who are under 18, in high school, or disabled. **Children together** means children they had together who were born before the marriage **AND** any and all children born or adopted during the marriage.

Based on the parties' *Divorce Agreement*, their *Complaint for Divorce*, and the entire record for this case, the Court finds good cause to make this *Final Decree of Divorce*.

The Court Makes the Following Orders:

① The parties are now divorced based on irreconcilable differences.
Important! Both spouses have 30 days to appeal this *Decree*. You should **not** get married again or buy any property during the next 30 days.

② **Protective Orders** (check one):

- ☒ Neither party has a current Protective Order.
- ☐ The Court hereby ends the current Protective Order.
- ☐ The Court continues the current Protective Order until (mm/dd/yy) _____.

③ **Name Change** (check one):

- ☒ This Order does not change either party's name.
- ☐ This Order changes the **Wife's** name to:

_____
First Middle Last

- ☐ This Order changes the **Husband's** name to:

_____
First Middle Last

Important! You may need a certified copy of this *Decree* to change your name on your driver's license or other records.

④ **Court Costs** will be paid as follows (check one):

- ☒ The **Husband** and **Wife** will each pay 50% of the Court costs.
- ☐ **Husband** will pay all costs.
- ☐ **Wife** will pay all costs.
- ☐ Other agreement: _____.

⑤ **Alimony:**

- ☒ Neither spouse wants alimony.
- ☐ The (check one) ☐ **Husband** ☐ **Wife** agrees to pay (amount) $_____ until _____ (date or condition that ends alimony).

This amount will be paid (check one): ☐ Weekly ☐ Monthly ☐ Annually

To request an ADA accommodation, please contact Dart Gore at 880-3309.

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.
11th day of April, 2017.
BARBARA WEBB, CLERK & MASTER
Ruthann McCrary D. C&M

⑥ **Attorney Fees:**

N/A ☐ The **Wife** will pay for her lawyer's fees and the **Husband** will pay for his lawyer's fees.

☐ Other (explain): _____

⑦ **Other Orders:**

_____

_____

Notice: This *Final Decree of Divorce* 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 *Final 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 (T.C.A., §36-4-134).

This means that the *Final Decree* does **not** protect you against creditors. They may try to collect from you even if your spouse is responsible for the debt. It may be best to cancel, close, or freeze any accounts you have together.

CHANCERY COURT WILSON COUNTY, TENN. LEBANON

This *Decree* is made on (date) 3-12-13 By: CK Smith
Judge's Signature

Presented By: _____
Person Filing the *Decree*

Ashley L Bardy
Wife's Signature

3/10/13
Date

Husband's Signature

3/6/13
Date

If your spouse did not go to this hearing, you must mail him/her a copy of this signed *Final Decree of Divorce*. Then fill out the part below.

Certificate of Service

I hereby certify that a true and exact copy of this *Decree* was mailed by U.S. Mail, via First Class postage, to the other party/ spouse at the address listed above, on (date) _____.

Spouse who mails it signs here: ▶ _____ Date: _____

Attached:

☐ ***Divorce Agreement***

☐ ***Certificate of Divorce or Annulment*** (if not already submitted)

☐ **Other:** _____

To request an ADA accommodation, please contact Dart Gore at 880-3309.

IN THE Chancery ~~CIRCUIT~~ COURT FOR ~~DAVIDSON~~ Wilson COUNTY, TENNESSEE

James Chadwick Bandy
Plaintiff [NAME *(First, Middle, Last)* OF SPOUSE FILING THE DIVORCE]

VS.

Docket No: 2013CV1

Ashley LeAnn Bandy
Defendant [NAME *(First, Middle, Last)* OF THE OTHER SPOUSE]

FILED
JAN 04 2013
A.M. 11:35 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

Divorce Agreement
[Marital Dissolution Agreement]

This form explains how you and your spouse will divide your property and debts.
You must file this form with your *Complaint for Divorce* (FORM 1).

We say that:

- We are the **Wife** and **Husband** listed above. We are filing a *Complaint for Divorce* in the county and Court listed above because we can no longer get along as **Husband** and **Wife**. We understand our marriage rights and duties and want to get an agreed divorce.
- We agree on everything in the *Complaint for Divorce*. The *Complaint for Divorce* does not have to be served and there is no need to file an *Answer*.
- Each of us has read this whole *Divorce Agreement* and agree it is fair. We understand that it will become part of our *Final Decree of Divorce*.
- No one made us sign this *Agreement*. We will sign any other papers needed to carry out this *Agreement*.

Children:

My spouse and I have no children together who are under 18, in high school, or disabled. **Children together** means children we had together who were born before our marriage **AND** any and all children born or adopted during our marriage.

The Wife is **not** pregnant.

Real Property (house, land, or mobile homes that are permanently attached to the ground):

Neither spouse owns real property. * See (Form 5) Divorce Agreement Exhibit I

ALB Initial

Other Assets (business or retirement accounts):

JCB

Neither spouse owns a business or has a retirement account.

HUSBAND: Initials JCB Date Signed 12/26/12 WIFE: Initials ALB Date Signed 12-16-12

To request an ADA accommodation, please contact Dart Gore at 880-3309.

Husband's Personal Property:

The **Husband** will own the following property:

a. **Vehicles** (cars, motorcycles, trucks, boats, etc.)

	Year	Make	Model	VIN #
Vehicle 1	1997	Ford	F-150	1FTDF1728VKB38670
Vehicle 2				
Vehicle 3				
Vehicle 4				

b. **Other personal property** (bank accounts, cash, furniture, jewelry, etc.) – **NOT** houses or land:
Describe: Mattress (King) Washer + Dryer, refrigerator, checking (First Tenn), wii + games, dish #2, All TV's

c. All personal property currently in the possession of the **Husband** is his as follows:

Wife's Personal Property:

The **Wife** will own the following property:

a. **Vehicles** (cars, motorcycles, trucks, boats etc.)

	Year	Make	Model	VIN #
Vehicle 1	2003	Gmc	Denali	1GKEK63U83J142861
Vehicle 2				
Vehicle 3				
Vehicle 4				

b. **Other personal property** (bank accounts, cash, furniture, jewelry, etc.) – **NOT** houses or land:
Describe: Checking Acct Wilson Bank + Trust, couches, Dining set, entertainment center, lamps, tables, desk, chest, King Bed, dresser, tables

c. All personal property currently in the possession of the **Wife** is hers as follows:
Couches, Dining set, Entertainment Center, lamps, tables, desk + chair, chest of Drawers, King Bed, Dresser, tables

[IF YOU NEED MORE LINES, COPY THIS PAGE AND MAKE SURE IT IS INCLUDED WHEN YOU FILE THIS FORM.]

HUSBAND: Initials JCB Date Signed 12/26/11 WIFE: Initials ALB Date Signed 12-16-12

To request an ADA accommodation, please contact Dart Gore at 880-3309.

Debts Husband Will Pay:

Husband will pay all debts he has made since the date of separation, and will pay for the following debts:

LIST ALL LOANS, CREDIT CARDS, CASH ADVANCE DEBTS, ETC.	NAME OF CREDITOR (person or company you owe)	AMOUNT STILL OWED
1. Medical Citizens First Bank	Citizens First Bank	$ 7800.00
2. Loan (Personal)	FIMAC	$ 1860.66
3.		$
4.		$

Debts Wife Will Pay:

Wife will pay all debts she has made since the date of separation, and will pay for the following debts:

LIST ALL LOANS, CREDIT CARDS, CASH ADVANCE DEBTS, ETC.	NAME OF CREDITOR (person or company you owe)	AMOUNT STILL OWED
1. Student Loan	Ed Financial	$ 1,600.00
2. Credit Card	Victorias Secret	$ 1,500.00
3. Credit Card	Care Credit - Medical	$ 1,300.00
4. Credit Card Medical	Pottery Barn Dr. Vasquez	$ 1,400.00 $ 175.00

[IF YOU NEED MORE LINES, COPY THIS PAGE AND MAKE SURE IT IS INCLUDED WHEN YOU FILE THIS FORM.]

We Both Agree on How to Divide the Debts
(Hold Harmless Provision)

Both spouses agree to divide their debts as listed above. The **Husband** agrees to pay all the debts listed under **"Debts Husband Will Pay."** The **Wife** agrees to pay all the debts listed under **"Debts Wife Will Pay."** The **Wife** will not try to make the **Husband** pay her debts. The **Husband** will not try to make the **Wife** pay his debts. Creditors will try to collect from both spouses. Both spouses understand this. A creditor may get one spouse to pay the other spouse's debt. If that happens, the spouse who is supposed to pay the debt will pay the other spouse back. They will pay back any payments and reasonable lawyer's fees the spouse made. They will pay back any costs of trying to stop a creditor from collecting the debt.

HUSBAND: Initials JCB Date Signed 12/26/12 **WIFE:** Initials ALB Date Signed 12-16-12

To request an ADA accommodation, please contact Dart Gore at 880-3309.

Alimony (check one):

- [X] Neither spouse wants alimony.
- [ ] (Check one): ☐ **Wife** ☐ **Husband** agrees to pay (amount): $ _____ until (date or action that ends alimony): _____

If alimony is sought, we agree that the alimony will be (check one):

- [ ] Weekly
- [ ] Monthly
- [ ] Annually

If alimony is sought, we agree that the alimony (check all the blocks that apply to your agreement):

- [ ] Can be modified upon changes in our lives.
- [ ] Will end when the one paying the alimony dies.
- [ ] Will end when the one who receives the alimony dies.
- [ ] Will end when the one paying the alimony remarries.
- [ ] Will end when the one receiving the alimony remarries.
- [ ] Will end when the one receiving the alimony finishes school or on (date) _____, whichever date comes first.

Important: Both spouses understand there may be tax consequences to the agreed upon alimony and we have put our initials at the bottom of this page acknowledging there can be tax consequences and that we are responsible for knowing, understanding and accepting these consequences.

Cannot Own Retirement Accounts, Businesses, and/or Real Property:

- [ ] Neither spouse has an IRS-qualified pension or retirement plan. [If you do, you cannot use these forms]
- [ ] Neither spouse owns a business. [If you do, you cannot use these forms]
- [X] Neither spouse has real property (house or land). [If you do, you cannot use these forms]

See (Form 5) Divorce Agreement Exhibit I ALB JCB Initial

Name Change:

Check below to change a spouse's name back to the name used before this marriage. A government agency or other institution may need proof of this name change. If so, give them a filed copy of this form.

- [ ] **Wife** _____ (First / Middle / Last)
- [ ] **Husband** _____ (First / Middle / Last)

Court Costs will be paid by (check one):

- [ ] **Husband**
- [ ] **Wife**
- [X] **Husband** and **Wife** will each pay half
- [ ] Other (explain): _____

HUSBAND: Initials JCB Date Signed 12/26/12 WIFE: Initials ALB Date Signed 12-16-12

Notice!

Husband and **Wife** understand that the *Final Decree of Divorce* 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 *Final 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 (T.C.A., §36-4-134).

This means that the *Final Decree* does not protect you against creditors. They may try to collect from you, even if your spouse is responsible for the debt. It may be best to cancel, close, or freeze any accounts you have together.

Entire Agreement

This document states everything the **Husband** and **Wife** have agreed to. They both give up any legal claims they have against each other. Any other agreements made between them that are not included in this *Agreement* are no longer valid – nor can they make each other live up to any agreements that are not included in this document.

See (Form 5) Divorce Agreement Exhibit I

AB SCB Initial

Warning – Changes (Modifications)

After the divorce is final, the spouses may later want to change or delete parts of this *Agreement*. Changes must be put in writing and filed with the Court Clerk, and then be approved by the Judge. You may want to talk to an attorney before doing this.

Read below – but only sign in front of a Notary. You may sign at a different time than your spouse.	**Read below – but only sign in front of a Notary. You may sign at a different time than your spouse.**
Husband	**Wife**
I know that Tennessee has laws against lying on purpose (perjury). I swear that: • As far as I know, the information on this form is true. • I have revealed to my spouse all property and all debts that I know about and have not kept any property or debts a secret from my spouse before I signed this *Agreement*. • This is everything we have agreed to. • Any agreements we have that are not listed above are no longer any good.	I know that Tennessee has laws against lying on purpose (perjury). I swear that: • As far as I know, the information on this form is true. • I have revealed to my spouse all property and all debts that I know about and have not kept any property or debts a secret from my spouse before I signed this *Agreement*. • This is everything we have agreed to. • Any agreements we have that are not listed above are no longer any good.
SWORN to and subscribed before me on (date): 12/26/12	SWORN to and subscribed before me on (date): 12-16-12
Signed at (city): Old Hickory	Signed at (city): Nashville
State of Tennessee, County of Wilson	State of Tennessee, County of Davidson
By (Husband): [signature]	By (Wife): Ashley Leann Bandy
Signature of Notary Public, State of Tennessee	Signature of Notary Public, State of Tennessee
My commission expires: March 8, 2016	My commission expires: 10-27-2015
(Notary's seal) REBECCA L. FAULKNER NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY	(Notary's seal) CLARA M. B. PARRISH NOTARY PUBLIC STATE OF TENNESSEE ROBERTSON COUNTY
My Commission Expires MAR 8, 2016	My Commission Expires OCT 27, 2015

HUSBAND: Initials _____ Date Signed 12-26-12

WIFE: Initials AB Date Signed 12-16-12

To request an ADA accommodation, please contact Dart Gore at 880-3309.

(Form 5) Divorce Agreement Exhibit 1

The Husband and the Wife agree that there exist irreconcilable differences in their marriage and would ask the Court to grant them a divorce on the grounds of those irreconcilable differences. The parties have filed herewith the attached "(Form 5) Divorce Agreement" as approved by the Tennessee Supreme Court. The parties have read and understand that the "(Form 5) Divorce Agreement" is approved by the Tennessee Supreme Court only for use in divorce actions wherein neither party owns real property. However, as set forth below, the Wife owns, as separate, non-marital property, a parcel of real property located at 515 Selsey Court South, Hermitage, Davidson County, Tennessee 37076. Accordingly, the parties agree to the following modifications to the "(Form 5) Divorce Agreement" and would respectfully request the Court to approve these modifications and incorporate this Exhibit 1 as part of the Marital Dissolution Agreement between the parties.

REAL PROPERTY

The Husband and the Wife agree as to the division and distribution of certain real property as follows:

1. Before the marriage, the Wife owned real property located at 515 Selsey Court South, Hermitage, Davidson County, Tennessee 37076 (the "Real Property").
2. Before the marriage, the Wife owned the Real Property as "separate property" as that term is defined in T.C.A. § 36-4-121(b)(2).
3. During the marriage, the Husband and the Wife resided on the Real Property.
4. At no time heretofore did the name of the Husband appear on the deed to the Real Property.
5. Any increase in the value of the Real Property during the marriage may be determined to be "marital property" pursuant to T.C.A. § 36-4-121(b)(1)(B).
6. The Husband hereby quitclaims to the Wife any interest of the Husband in the Real Property, including but not limited to any increase in the value of the Real Property during the marriage.
7. This division and distribution of the Real Property is fair and equitable to both parties.

Husband: Initials JCB Date Signed: 12/26/12 Wife: Initials AHB Date Signed: 12-16-12

True Copy Certification

I Shelly M Smith, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true correct copy of the original document executed and authenticated according to law.

Shelly M. Smith

State of Tennessee/County of Williamson SS:

Personally appeared before me, Rebecca Kroger, a notary public for this County and State, Shelly M Smith, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Rebecca Kroger
Commission Expires: 9-22-20

REBECCA KROGER
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY