STATE OF TENNESSEE

Davidson County ORDER
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20170413-0036428

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 01 day of FEBRUARY, 2017, in Docket Number 16D2131 between NEWMAN, ERAINA SHADAE, Plaintiff, and NEWMAN, CORBETT LEE, 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 04 day of APRIL in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

Copy

Prepared by: John R. Adams
208 Third Avenue North, Suite 100
Nashville, Tennessee 37201

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

FILED
2017 FEB -1 AM 9:49
RICHARD R. ROOKER, CLERK
D.C.

ERAINA SHADAE NEWMAN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No.: 16D2131**
	)	
CORBETT LEE NEWMAN,	)	***NOTICE OF ENTRY REQUESTED***
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on February 1, 2017, before the Honorable Phillip Robinson, Judge of the Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce on the grounds of Irreconcilable Differences, Marital Dissolution Agreement submitted to the Court for approval, from all of which the Court finds as follows:

The current addresses of the parties are as follows:

Eraina Shadae Newman
5000 Mountain Springs Road
Antioch, TN 37013

Corbett Lee Newman
881 Bishopsgate Road
Antioch, TN 37013

This cause was filed on November 16, 2016 and has been pending for more than sixty (60) days;

The parties have fully complied with the provisions of T.C.A. §56-7-2366.

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There exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible;

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court;

It is further **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, ERAINA SHADAE NEWMAN, is hereby awarded an absolute divorce on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons;

It is further **ORDERED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and is in words and figures as follows:

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Copy

Prepared by: John R. Adams
208 Third Avenue North, Suite 100
Nashville, Tennessee 37201

THIRD CIRCUIT FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2016 NOV 16 PM 3:46

RICHARD R. ROOKER, CLERK

D.C.

ERAINA SHADAE NEWMAN,	)	
Plaintiff,	)	
vs.	)	**Docket No.** 16D2131
CORBETT LEE NEWMAN,	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, ERAINA SHADAE NEWMAN, (hereinafter referred to as the "Wife") and CORBETT LEE NEWMAN, (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the Wife has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court for Davidson County, Tennessee, so that it will not be necessary to obtain further service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

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

Copy

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

I. NO INTERFERENCE.

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 molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 2011 Lexus LS460, VIN # [redacted] which she drives as her vehicle, titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle 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 thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Wife shall keep as her sole property the 2013 Mercedes CLS550, VIN # [redacted] which she drives as her vehicle, titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle 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 thereon, and that she shall indemnify and hold the Husband harmless thereon.

Copy

It is agreed by and between the parties that the Husband does not own a vehicle.

b) Household Furniture, Fixtures & Appliances. 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.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

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 of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the WIFE shall relinquish any interest that WIFE might have in the real property owned by the parties located at 881 Bishopsgate Road, Antioch, Tennessee, so that the HUSBAND shall own this property free and clear of any interest or claim of the WIFE, and any interest of the WIFE shall be divested from WIFE and reinvested in the HUSBAND. The property is more particularly described as follows:

> The land with all the buildings and improvements thereon, situated at 881 Bishopsgate Road, Town of Antioch, 37013, Davidson County, State of Tennessee, said premises being

Copy

further described as follows:

Being Lot No. 156, Phase 2, Piccadilly Square Subdivision, as shown by plat of record in Plat Book 6250, page 92-94, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Shatrina L. Cathey, an unmarried person from Alan C. Savage and wife, Sharron L. Savage by Warranty Deed dated March 14, 2005 in instrument #200503160028838, Register's Office for Davidson County, Tennessee.

This is improved property known ad 881 Bishopsgate Road, Antioch, TN 37013.

It is further agreed by and between the parties that the HUSBAND shall be solely responsible for the encumbrance on the aforesaid real property and that HUSBAND shall indemnify and hold the WIFE harmless thereon.

V. **RETIREMENT PLANS.**

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan with American Addiction Centers. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that he might have in the retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of Husband in the retirement/pension/profit sharing/401K plan of the Wife shall be divested from him and reinvested in the Wife, so that Wife shall own her retirement/pension/profit sharing plan as her sole property, free and clear of any interest or claim of the Husband.

The parties acknowledge that the Husband has not acquired an interest in a retirement/pension/profit sharing plan.

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VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. The parties are in agreement that the Husband shall be responsible for any and all debts associated with the marital residence.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

NOTICE: The Marital Dissolution Agreement and 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. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. 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.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2015. Each party further agrees to indemnify and hold the other

Copy

party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2016 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2016 tax year.

X. **ATTORNEY FEES.**

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. **COURT COSTS.**

It is agreed by and between the parties that the court costs in this action shall be paid by the Husband.

XII. **PERMANENT INJUNCTION.**

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. **FURTHER NECESSARY ACTS.**

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. **ESTATE WAIVER.**

It is agreed by and 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 others

Copy

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/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of 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.

XVI. 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.

XVII. 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.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without

Copy

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.

XIX. 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.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a 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.

XXI. 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 nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. 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.

Copy

XXIII. 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.

Copy

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

ERAINA SHADAE NEWMAN

CORBETT LEE NEWMAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ERAINA SHADAE NEWMAN, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 14th day of October, 2016.

NOTARY PUBLIC

SHERRIE DOWELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JULY 8, 2019

My Commission expires: 7-8-19

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, CORBETT LEE NEWMAN, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 14th day of October, 2016.

TREVOR CLARK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JULY 3, 2017

NOTARY PUBLIC

My Commission expires: 7/3/17

Copy

It is further **ORDERED** that each party shall pay his or her own attorney's fees.

It is further **ORDERED** that the Defendant shall pay the Court costs in this cause for which execution may issue if necessary.

This the 1 day of February, 2017.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

TURNER LAW OFFICES, P.C.

Robert J. Turner, No. 15107
John R. Adams, No. 33990
Attorneys for Plaintiff
208 Third Avenue North, Suite 100
Nashville, Tennessee 37201
(615) 259-2660

Copy

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served on the following by (XX) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy by U. S. Mail:

Corbett Newman
881 Bishopsgate Road
Antioch, TN 37013

This the 1 day of February, 2017.

John R. Adams

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 16D2131

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 7TH day of FEBRUARY, 2017.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

ROBERT J. TURNER, ATTORNEY
JOHN R. ADAMS, ATTORNEY
TURNER LAW OFFICES
208 3RD AVE. NORTH, SUITE 100
NASHVILLE, TN 37201

CORBETT NEWMAN
881 BISHOPSGATE RD.
ANTIOCH, TN 37013

I, Sheri Engel, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to the law.

Sheri Engel
Signature

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me a notary for this county and state, Sheri Engel who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

My Commission Expires: 2/25/19

MARY CROSS NANCE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY