Copy

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

2017 MAR -1 PM 4:25

RICHARD R. ROOKER, CLERK

D.C.

JENNIFER LYNN OLDHAM,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	No. 16D-2095
	)	
JOSEPH SCOTT OLDHAM,	)	
	)	
Defendant/Husband.	)	

BILL GARRETT, Davidson County
Trans:T20170034327 DEEDDIV
Recvd: 04/24/17 13:04 12 pgs
Fees:62.00 Taxes:0.00
20170424-0039969

FINAL DECREE

This cause came on to be heard on this the 1st day of March, 2017, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Wife on November 14, 2016 alleging Irreconcilable Differences as the grounds for divorce, and the parties' Marital Dissolution Agreement signed by Husband on January 18, 2017 and by Wife on January 24, 2017. More than sixty (60) days have elapsed since the filing of the Complaint for Divorce in this case. From the Complaint and the Marital Dissolution Agreement signed by both parties, and upon the entire record in this cause, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff/Wife, JENNIFER LYNN OLDHAM, be and is hereby granted an absolute divorce from Defendant/Husband, JOSEPH SCOTT OLDHAM, on the grounds of Irreconcilable Differences, as set forth in Section 36-4-101 (14), Tennessee Code Annotated.

The Court affirmatively finds that there are no minor children born to or adopted of this marriage, and none is expected, and by written agreement the parties have made provisions for the equitable settlement of any property rights existing between them. The Court approves the Marital Dissolution Agreement signed by both parties and the same is hereby incorporated by reference in full and is specifically made a part of this final Decree as follows.

Copy

FILED

2017 JAN 26 AM 9:06

RICHARD R. ROOKER, CLERK

D.C.

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

JENNIFER LYNN OLDHAM,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	No. 16D-2095
	)	
JOSEPH SCOTT OLDHAM,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between JENNIFER LYNN OLDHAM of Davidson County, Tennessee, hereinafter referred to as "Wife" and JOSEPH SCOTT OLDHAM of Davidson County, Tennessee, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties hereto are Husband and Wife and have been separated since July 2016 and,

WHEREAS, said separation resulted from irreconcilable differences between the parties and they are not now living together as Husband and Wife; and,

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said action relative to division of property and debts; and,

WHEREAS, the parties are presently engaged in an action in the Fourth Circuit Court for Davidson County, Docket Number 16D-2095, seeking among other things a dissolution of their marriage; and,

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and,

WHEREAS, neither party at the time of this agreement is under the influence of

Copy

any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and,

WHEREAS, Wife is represented by Kamie L. Hefner, and Husband is represented by Sean J. Martin ~~representing himself~~, and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter contained, the parties do mutually agree as follows:

1. **MUTUAL UNDERSTANDING**:

That each of said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this agreement; and all of the obligations contained herein, and that each of said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties now has or might hereafter or otherwise have toward the other. This Agreement is not made in collusion with each other, and it is understood that in the case of a divorce on fault grounds, proof must be presented to the Court of those grounds sufficient to establish the merits of the claim.

2. **NO INTERFERENCE:**

Each party shall be free from the interference, authority and control, either directly or indirectly, 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. **WAIVER OF SERVICE**:

Husband is aware that this divorce action is on file in the Fourth Circuit Court for Davidson County, Docket Number 16D-2095, and he has received a copy of Wife's Original Complaint. Husband waives further service and waives filing an answer.

Copy

4. **DIVORCE**:

Wife shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

5. **MARITAL RESIDENCE**:

The parties are the owners of a residence located at 364 Normandy Circle, Nashville, Tennessee 37209, which is more particularly described as follows:

> A Condominium Apartment in Davidson County, Tennessee, being Unit No. 364 on Lot 17 of the Normandy Place Condominiums, a horizontal property regime, created under Title 66, 27-101, et seq, as amended, Tennessee Code Annotated, and as established by a Master Deed for Normandy Place Condominiums, of record in Instrument No. 20020214-0019862, amended in Instrument No. 20020523-0063131, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, said Register's Office, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the plan of Normandy Place Condominiums, for placement of Units, as shown on Exhibit "E" to the Master Deed of record in Instrument No. 20020214-0019862, and as shown as Exhibit "A" on the First Amendment to the Master Deed of record in Instrument No. 20020523-0063131, said Register's Office, for a more complete identification and description of said Unit.
>
> Being the same property conveyed to Jennifer L. Oldham and, Joseph Scott Oldham, wife and husband, by Warranty Deed dated July 11, 2014, from Tracy B. Dean, unmarried, of record in instrument number 20140711-0061235, Register's Office for Davidson County, Tennessee.

This property shall be and hereby awarded to Wife, and any right, title and interest in and to said property currently held by Husband shall be divested out of him and vested solely in Wife. Wife shall be solely responsible for the mortgage indebtedness and utilities. The mortgage indebtedness is solely in Wife's individual name. Upon entry of the final decree, Wife shall pay Husband the sum of $10,000 for his interest in this property, and Wife agrees to set this matter for final hearing within forty-five (45) days of execution of this agreement.

6. **VEHICLES**:

Wife shall be awarded as her sole and separate property the respective automobile she is currently leasing, one 2014 GMC Acadia, subject to the indebtedness thereon.

Copy

Husband shall be awarded as his sole and separate property the respective automobile he is currently leasing, one 2014 Chevy Cruze, subject to the indebtedness thereon.

7. **HOUSEHOLD FURNITURE, FURNISHINGS, AND OTHER PERSONAL PROPERTY**:

During the marriage the parties have accumulated household furniture, furnishings, and miscellaneous other personal property and personal effects. The parties have already divided this property between themselves and accordingly the property shall be awarded to the party having possession of such property.

Husband shall be awarded the desktop at the marital residence. Husband shall remove these items within seven (7) days of execution of this agreement.

8. **INDEBTEDNESS**:

Wife shall be solely responsible for the Lightstream loan account.

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 party harmless from any liability thereon.

9. **RETIREMENT PLANS**:

Wife shall be awarded all interest in any pension, retirement and/or 401K plans in her individual name; and Husband shall be awarded all interest in any pension, retirement and/or 401K plans in his individual name. Neither party shall have any rights or interest in the other party's plan(s).

10. **BANK ACCOUNTS**:

The parties' SunTrust joint checking account ending in #2676 shall be awarded to Wife. Husband agrees to cooperate and execute any and all necessary documents to remove his name from this account within seven (7) days of execution of this agreement.

Copy

The parties' SunTrust joint savings account ending in #6664 shall be awarded to Husband. Wife agrees to cooperate and execute any and all necessary documents to remove her name from this account within seven (7) days of execution of this agreement.

The parties agree that all funds on deposit in bank accounts, including checking accounts, savings accounts, money market accounts, and/or certificates of deposit, unless otherwise addressed in this Agreement, styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

11. **LIFE INSURANCE**:

Each party shall be awarded any life insurance policy insuring their own life, in their individual name.

12. **CREDITOR CLAIMS**:

In the event a creditor of either party makes a claim against the other party that 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 other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

13. **NON-COMPLIANCE**:

Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

Copy

14. **SEVERANCE**:

Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

15. **MODIFICATION**:

A modification or waiver of any 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. Failure of either party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

16. **COMPLETE DISCLOSURE**:

Each party has made a full and complete disclosure of his or her assets and liabilities.

17. **EXECUTION OF INSTRUMENTS**:

It is agreed that either party shall promptly execute any and all documents of any and every kind and character for the other which may be necessary and proper to carry out the terms of this Agreement.

18. **REPRESENTATIONS**:

The parties represent to each other as follows:

Each party fully understands the facts and has been fully informed of his or her legal rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than set

Copy

forth herein.

Both parties specifically acknowledge that they understand the terms of this Agreement, and that they have either consulted with, or have had the opportunity to consult with, legal counsel prior to entering into this Agreement, and they further acknowledge and represent that they have reviewed this Agreement independently of each other and their respective counsel.

It is further understood and agreed that the terms and provisions of this Marital Dissolution Agreement may be incorporated into any decree of divorce which may hereafter be obtained by either party, and the issues of property and debts shall be enforceable by contempt proceedings, if necessary. The parties understand that a Court of competent jurisdiction must accept this Agreement as being equitable and fair prior to its having a binding effect as a Court Order. This instrument is being entered into by the parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress, or misrepresentation.

19. **ALIMONY**:

Both parties agree to waive any claim to alimony, past, present, or future.

20. **HEALTH INSURANCE**:

Each party shall be responsible for providing his or her own health insurance upon entry of the final decree.

21. **ATTORNEY FEES AND COURT COSTS**:

The parties shall be responsible for their own respective attorney's fees incurred in this cause. The parties shall be equally responsible for paying any remaining court costs assessed in this cause.

This Agreement shall be governed by the laws of the State of Tennessee.

This Agreement shall be binding upon the respective heirs, representatives, executors, administrators and assigns of the parties hereto.

Copy

22. **TAX ADVICE:**

Counsel preparing this Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property, including but not limited to stock(s), franchise ownership, retirement benefits, 401K plans, IRAs, or other pension plans, and have advised each party to seek other independent advice as to tax consequences and penalties of transfer, if any.

23. **INCOME TAX:**

The parties shall file separately their federal income tax returns for tax year 2016 and for all years thereafter.

Husband and Wife each represent and warrant to the other that all federal income tax returns are or were in all respects, true, correct and completed, and fully and actively reflect income and deductions for those years. If, in connection with the joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon, shall be borne by either or both of the parties, depending if the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties', and if so, to what extent, or out of a joint income or deduction.

24. **NOTICE REGARDING CREDITORS:**

This agreement does not necessarily affect the ability of a creditor to proceed against a party, or party's property, even though the party is not responsible under the terms of this decree for the account, any debt associated with the account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

25. **DISCOVERY:**

The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written (Interrogatories, Request for Production of Documents, etc.) and/or oral (Depositions) discovery, as part of this proceeding. However, each party waives

Copy

his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

WITNESS THE HAND of the Wife on this the 24th day of January, 2017, and of the Husband on this the 18 day of January, 2017.

JENNIFER LYNN OLDHAM
Wife

JOSEPH SCOTT OLDHAM
Husband

THE STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public for said County and State, JENNIFER LYNN OLDHAM, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as and for her free act and deed.

WITNESS MY HAND AND SEAL at Brentwood, Tennessee, this the 24 day of January, 2017.

NOTARY PUBLIC

KRISTA M. HEFNER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires:
7-24-17

THE STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for said County and State, JOSEPH SCOTT OLDHAM, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as and for his free act and deed.

WITNESS MY HAND AND SEAL at Nashville, Tennessee, this the 18th day of January, 2017.

NOTARY PUBLIC

COLLEEN O'CONNELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:
Aug. 4, 2020

Copy

IT IS ORDERED, ADJUDGED AND DECREED by the Court that all provisions of the said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

It is further appearing to the Court that the parties' current mailing addresses are as follows:

JENNIFER LYNN OLDHAM
364 Normandy Circle
Nashville, TN 37209

JOSEPH SCOTT OLDHAM
3495 McGavock Pike
Nashville, TN 37217

The remaining costs of this cause shall be paid one-half by Plaintiff/Wife and one-half by Defendant/Husband, for which execution may issue, if necessary. This concludes attorney, Kamie L. Hefner's representation in this case.

ENTERED THIS 1st day of March, 2017.

HONORABLE PHILIP E. SMITH

APPROVED FOR ENTRY:

Kamie L. Hefner, #18032
Hefner & Hefner
Attorneys for Plaintiff/Wife
P.O. Box 992
116 Wilson Pike Circle, Ste. 103A
Brentwood, Tennessee 37024
(615) 370-9800

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of this document by U.S. Mail, first class, postage prepaid, to Sean J. Martin, Attorney for Defendant/Husband, 2122 21st Avenue South, Nashville, TN 37212 on this the 28 day of February, 2017.

Kamie L. Hefner

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 01 day of MARCH, 2017, in Docket Number 16D2095 between OLDHAM, JENNIFER LYNN, Plaintiff, and OLDHAM, JOSEPH SCOTT, 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 23 day of MARCH in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]



By: _____
Deputy Clerk