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NA1-172772

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

| | | |
|---|---|---|
| **RODNEY LEE MOSES,** | ) | |
| **Plaintiff,** | ) | |
| | ) | |
| **vs.** | ) | **DOCKET NO.: 16D-145** |
| | ) | |
| **SHARON LAVERNE MOSES,** | ) | |
| **Defendant.** | ) | |

FILED
2016 APR 13 AM 10:57

**FINAL DECREE**

This cause came to be heard on the 13th day of April, 2016, before the Honorable Phillip Robinson, Judge, upon the pleadings, the notarized Marital Dissolution Agreement, the testimony, and the record as a whole, from all of which the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of all property rights between the parties and the Plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences and that the Marital Dissolution Agreement is approved and made a judgment of the Court.

The parties have fully complied with the provisions of TCA 56-7-2366.

It is therefore **ORDERED, ADJUDGED, and DECREED** that the Plaintiff be and hereby is awarded an absolute divorce from the Defendant and the parties are restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement of the parties is hereby approved and made an Order of the Court and is incorporated as an Order of this Court and set out as follows:

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THIRD CIRCUIT FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2016 JAN 27 AM 8:35

RICHARD R. ROOKER, CLERK

| | | |
|---|---|---|
| **RODNEY LEE MOSES,** **Plaintiff,** | ) | |
| **vs.** | ) | **DOCKET NO.:** CNC 16D145 |
| **SHARON LAVERNE MOSES,** **Defendant.** | ) | |

## MARITAL DISSOLUTION AGREEMENT

Comes now the parties and announce unto the Court that there are irreconcilable differences in their marriage and that they have entered into this agreement, subject to the Court's approval and the granting of an absolute divorce to the Plaintiff.

1. The parties have no minor children and none are expected.

2. The parties own real property located at 5029 W. Oak Highlands Drive, Cane Ridge (Antioch), Tennessee. The property is described as follows:

> LAND in Davidson County, TN, BEING Lot No. 109, on the Plan of Phase I of Oak Highlands, of record in Plat Book 6900, pages 432 through 435, Register's Office for Davidson County, TN to which plan reference is hereby made for a complete description thereof.
>
> Being the same property conveyed to Rodney Moses, a married man, joined by his wife Sharon Moses by deed from Pramod Dwivedi and spouse Seema Dwivedi of record in Instrument No. 10120920-00855602, Register's Office for Davidson County, TN.
>
> Map & Parcel Numbers: 173-04-0A 109.00CO

Husband shall be awarded sole title to, interest in, and possession of said real property and all of the Wife's right, title, and interest in said property shall be divested from the Wife and re-invested in the Husband. There is no equity in the property. Husband is the sole obligator on the mortgage indebtedness. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding mortgage debt on said property.

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Wife shall be allowed to reside at the home until March 1, 2016. Husband shall pay Wife $3,000.00 to assist her with her moving expenses. Husband shall pay Wife $3,000.00 within 24 hours after she signs this agreement.

3. Husband shall be awarded sole title to, interest in, and possession of all the furniture and furnishings in the bedroom which he occupies, his clothing, jewelry, personal items and the 65" TV in the bonus room and the flat screen TV which is in the adult son's room. Wife shall be awarded sole title to, interest in, and possession of all remaining household furnishings, her clothing, jewelry, and personal items.

4. Husband shall be awarded sole title to, interest in, and possession of the 2007 Toyota Tundra which is subject to indebtedness and which is titled to the Husband. The VIN number of the Toyota Tundra is: 5TFRV581X7X012709. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding indebtedness on said vehicle. Wife shall be awarded sole title to, interest in, and possession of the 2008 Lexus which is subject to indebtedness and which is titled to the Husband. The VIN number of the 2008 Lexus is: JTHBJ46G982161155. Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for the outstanding indebtedness on the 2008 Lexus.

5. Husband shall be awarded sole title to, interest in, and possession of the 1977 runabout boat which is titled to the Husband, his fishing gear, and trailer used for towing the boat.

6. Wife shall be awarded sole title to, interest in, and possession of all monies on deposit, stocks, bonds, 401K plans and pension plans in her name. Husband shall be awarded sole title to, interest in, and possession of all monies on deposit, stocks, bonds in his name.

Wife shall be awarded $27,756.54 from Husband's I.A.M. National 401(K) Plan, administered by John Hancock Retirement Plan Services, under Husband's social security number. Husband shall make no withdraws from his 401(K) nor shall he make any loans against it prior to the entry of the Qualified Domestic Relations Order. It shall be Wife's responsibility to have a Qualified Domestic Relations Order prepared. Husband shall provide to Wife with the information required to prepare the Qualified Domestic Relations Order (QDRO).

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7. There are no joint debts of the parties. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all debts incurred by the Husband in his name. Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for all debts incurred by the Wife in her name.

8. Husband shall pay the costs of this cause.

9. The parties affirmatively acknowledge that this marital dissolution agreement has divided all of the marital assets and debts of the parties and that there are no marital assets or debts of the parties which have not been disposed of under the terms of this agreement.

10. Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other party has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, upon petition of either party, said assets shall be divided equally between the parties.

11. 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 thereof, such obligation is not a division of property but shall be deemed to be a support obligation under 11 USC Section 523(5), which is non-dischargeable in bankruptcy as to the other party.

12. Each party agrees to execute all documents, titles, and any other instrument necessary to give full force and effect to this agreement.

13. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including the attorney's fees incurred in prosecuting the action.

14. It is understood and agreed between the parties that this agreement shall be submitted to the Court for ratification and incorporation into the final decree of divorce between the parties.

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15. 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 obligation 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 party all rights for claims which each may have or hereafter acquired under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsey, 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 and Husband, individually or jointly, or any property that either of them may acquire in the future.

16. This agreement shall be binding upon and inure for the benefit of the parties hereto, their personal representatives, heirs and assigns.

17. 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 of this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

18. This agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

19. In the event that any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, and said provision shall be severable.

20. It is understood and agreed between the parties, as a part of this consideration for the execution of this agreement, each party shall be willing to execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

21. Subsequent to approval by the Court, this Marital Dissolution Agreement may be altered or amended only by an instrument in writing signed by each of the parties, and approved by the Court, and this requirement cannot be waived by oral agreement.

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22. Husband agrees to waive personal service in the Court action presently being prepared, said action being styled Rodney Lee Moses vs. Sharon Laverne Moses, Docket No.: 16D-145, and filed in the Circuit Court for Davidson County, Tennessee.

23. The parties further agree that the above settlement agreement is fair and reasonable and that the same may be offered into evidence at any hearing in an action for divorce and made a part of any final decree of divorce in the event any Court sees fit to grant a divorce.

24. The parties further agree that they have read the forgoing instrument and understand its terms therein and acknowledge that they have each received a copy of it.

**NOTICE PURSUANT TO *T.C.A. 36-4-134***

**The Final Decree of Divorce 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 agreement and decree for an account, any debt associated with an account, or any debt. (In other words, a creditor may still be able to sue you even if this document states that your spouse is to pay the debt.) It may be in a party's best interest to cancel, close, or freeze jointly held accounts.**

**IN WITNESS WHEREOF,** Husband has executed this agreement on this the 26 day of January, 2016 and Wife has executed this agreement on this the 26 day of January, 2016.

Rodney Lee Moses

Sharon Laverne Moses

Rodney Lee Moses File
MDA for ID Divorce
Domestic Docs.

Copy

**STATE OF TENNESSEE**

**COUNTY OF DAVIDSON**

**AFFIDAVIT**

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Rodney Lee Moses, with whom I am personally acquainted with and who acknowledged that he executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 26 day of January, 2016 at Nashville, Tennessee.

Martha C. Child
Notary Public

My Commission Expires: 3-7-2017

MARTHA C. CHILD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires MAR. 7, 2017

**STATE OF TENNESSEE**

**COUNTY OF DAVIDSON**

**AFFIDAVIT**

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Sharon Laverne Moses with whom I am personally acquainted with and who acknowledge that she executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 26 day of January, 2016 at Nashville, Tennessee.

Martha C. Child
Notary Public

My Commission Expires: 3-7-2017

MARTHA C. CHILD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires MAR. 7, 2017

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It is further **ORDERED** that upon the signing of this Order, the attorney for the Plaintiff is relieved of further duties as attorney of record for the Plaintiff in this cause.

It is further **ORDERED** that the costs of this cause shall be taxed against the Plaintiff, for which execution may issue if necessary.

Enter this the 13 day of APRIL, 2016.

Phillip Robinson, Judge

APPROVED FOR ENTRY:

Martha Child, #7213
Attorney for Plaintiff
392 Harding Place, Suite 215
Nashville, TN 37211
(615) 834-4300

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a true and exact copy of the foregoing by postage prepaid mail upon Sharon L. Moses, 540 Windy Road, Mt. Juliet, TN 37122 on this the 13 day of April, 2016.

Martha Child

Final Decree ID N/Children
3rd Circuit
DOMESTIC

**STATE OF TENNESSEE**

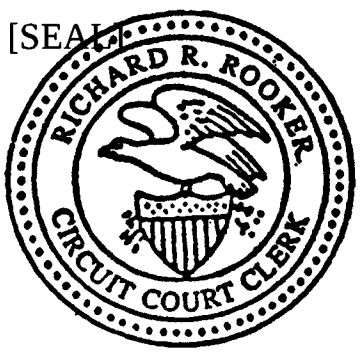
*I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the THIRD Circuit Court for Davidson County, Tennessee, on the 13 day of APRIL, 2016, in Docket Number 16D145 between MOSES, RODNEY LEE, Plaintiff, and MOSES, SHARON LAVERNE, 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 11 day of MAY in the year two thousand seventeen and in the 240th year of American Independence.*

*RICHARD R. ROOKER, Clerk,*

*By:* _____
*Deputy Clerk*

[SEAL]



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