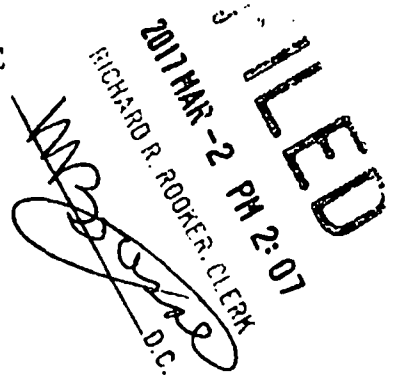
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IN THE THIRD CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

KATHY ANN CAIN TOMPKINS	)	
	)	
v.	)	13D-1363
	)	
MICHAEL WAYNE TOMPKINS	)	



AGREED ORDER

The parties were declared divorced by this Honorable Court on October 29, 2013, with the Final Decree of Divorce entered on November 15, 2013. The issues of permanent alimony, division of assets, and division of debts was reserved by the Court in its November 15, 2013 Order.

IT APPEARINING from the signatures of counsel and the signatures of the parties below that the parties in agreement.

IT IS THEREFORE ORDERED:

1. That Wife is awarded her separate property consisting of her personal items currently in her possession. All of Husband's right, title, and interest in this property is divested out of the Husband completely and is vested solely in the Wife as her absolute property.

2. That Husband shall be awarded his separate property consisting of his personal items currently in his possession. All of Wife's right, title, and interest in this property is divested out of her completely and is vested solely in the Husband as his absolute property.

3. That Wife, Kathy Ann Cain Tompkins, is awarded the real property owned by the parties located at 3425 County Way Road, Antioch, Tennessee 37013, free and clear of any interest Husband has. It is, therefore, **ORDERED, AJDUGED AND DECREED** that any and all interest of Michael Wayne Tompkins in the below described real property is divested out of

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him completely and reinvested solely in Kathy Ann Cain Tompkins. Said property is described as follows:

Land in Davidson County, Tennessee, being Lot No. 383 on the Final P.U.D. Plan of Towne Village of the Country, Section Four-B, as of record in Book 6250 page 496, Register's Office for said County, to which plat reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed on the 15th day of October, 1990 to Michael W. Tompkins, unmarried, by Deed from S. Davis Rittenberry and wife, Janice S. Rittenberry, of record in Book 8261, page 515, Register's Office for Davidson County, Tennessee, filed on December 20, 1990.

Husband shall immediately pay the 2017 property taxes in the amount of $1,332.23 on March 2, 2017.

There is no other debt associated with this property.

As of March 2, 2017, Wife shall be responsible for the taxes, insurance, maintenance, repairs, upkeep, and any other expenses associated with this property.

4. That Husband shall be solely responsible and liable his separate debt and the debt in his name, including his income tax liability for 2014, 2015, 2016. Husband shall indemnify and hold Wife harmless from any default or liability thereon.

5. That Wife shall be solely liable and responsible for her separate debt and any other debt in her name. Wife shall indemnify and hold Husband harmless from any default or liability thereon.

6. That Husband is hereby awarded his separate checking accounts, free and clear of any interest Wife might have

7. That Wife is hereby awarded her separate checking account, free and clear of any interest Husband might have.

8. The parties agree that the joint checking account with Suntrust Bank, Account No.

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0000030057132, shall be closed.

9. Husband is hereby awarded retirement account with UBS Financial Services, account number ending in 37 38.

10. Husband shall be awarded the 2008 GMC Sierra truck, VIN# [redacted] as his absolute property. All of Wife's right, title, and interest in said vehicle shall be divested out of Wife and vested solely in the Husband. Husband shall be solely responsible for all indebtedness, insurance, and expenses associated with this vehicle. Husband shall indemnify and hold Wife harmless thereon.

11. Wife has no current ownership interest in a vehicle.

12. Husband is hereby awarded the 1989 Cobalt (21 foot bowrider) and a 1989 Harbor Master, free and clear of any interest Wife might have. Wife shall sign any documents necessary to effectuate the transfer of ownership to Husband.

13. The parties acknowledge that the Court entered a judgment against Husband on July 21, 2016 for alimony pendent lite in the amount of $34,500.00. Husband paid $3,000.00 on July 29, 2016 and $2,800.00 between August 1, 2016 and March 2, 2016. Said judgment on the date the parties signed this Marital Dissolution Agreement is $28,700.00. Husband shall pay Wife $25,000.00 toward this judgment within 15 days of the entry of this Order. Husband shall pay $1,000.00 toward the judgment each month beginning April 15, 2017 and every month on the 15th until the judgment is paid in full.

14. 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 debts 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

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any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

15. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

16. The parties acknowledge and understand that this settlement 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 said this agreement for any account, any debt associated with an account or any debt. The parties understand that it may be in his/her best interest to cancel, close, or freeze any jointly held accounts.

17. Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

18. The parties acknowledge that the aforesaid attorneys claim no expertise or special knowledge regarding the tax ramifications surrounding this agreement, and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding ramification and the effect of signing this agreement, and that neither of them rely upon the aforesaid attorneys as to the tax implications surrounding said instrument.

19. Each party shall pay their respective attorney's fees.

20. Wife is restored to her maiden name of Kathy Ann Cain.

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21. Husband shall pay the costs of this cause, for which execution may issue, if necessary; Husband's address is 5169 Saundersville Road, Old Hickory, TN 37138.

ENTERED this the 2nd day of March, 2017.

PHILLIP ROBINSON, JUDGE

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed said instrument on the dates written below.

KATHY ANN CAIN TOMPKINS

Sworn to and subscribed before me on this the 2 day of March, 2017.

NOTARY PUBLIC

My Commission Expires: 5/8/18

MICHAEL WAYNE TOMPKINS

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me on this the 2 day of March, 2017.

NOTARY PUBLIC

My Commission Expires: 5/8/18

SCOTT PARSLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Expires May 8, 2018

APPROVED FOR ENTRY:

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Attorney for the Petitioner
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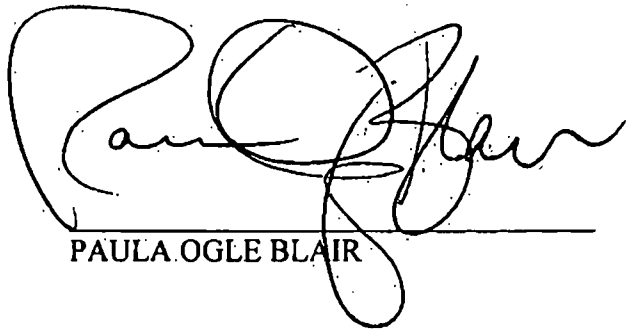
PAULA OGLE BLAIR, 015862
Attorney for the Respondent
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Nashville, TN 37214
(615) 882-0190
Facsimile (615) 730-5463
Pblairlaw@comcast.net

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Agreed Order was forwarded by email and regular U.S. Mail to on this the 2nd day of March, 2017.

J. RYAN JOHNSON
Attorney at Law
7105 Peach Court, Ste. 210
P.O. Box 2143
Brentwood, TN 37024-2143



PAULA OGLE BLAIR

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 02 day of MARCH, 2017, in Docket Number 13D1363 between TOMPKINS, KATHY ANN CAIN, Plaintiff, and TOMPKINS, MICHAEL WAYNE, 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 13 day of JUNE in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

