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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 24 day of JANUARY, 2017, in Docket Number 16D1897 between MARTIN, IRENE, Plaintiff, and MARTIN, ROBERT, 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 08 day of FEBRUARY in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

RICHARD R. ROOKER
[SEAL]
CIRCUIT COURT CLERK

Copy

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

FILED
2017 JAN 24 PM 4:09
RICHARD R. ROOKER, CLERK
D.C.

IRENE MARTIN,	)	
	)	
Plaintiff/Wife	)	
	)	
vs.	)	**DOCKET NO. 16D1897**
	)	
ROBERT MARTIN,	)	
	)	
Defendant/Husband.	)	

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 24th day of January, 2017, before the Honorable Phillip Smith, upon the Complaint for Divorce filed by the Plaintiff, testimony of witnesses, the statements of counsel, and the entire record, from all of which the Court finds that that the allegations of the Complaint for Divorce are sustained which entitle the parties to an absolute divorce pursuant to the provision of T.C.A §36-4-101(14).

The Court further affirmatively finds that the parties have made adequate and sufficient provision, as evidenced by their respective signatures to the Marital Dissolution Agreement incorporated therein, for the equitable settlement of all of their property rights and liabilities, which the Court finds should be ratified, confirmed, approved and made the judgment of the Court, and is incorporated herein:

COPY

FOURTH CIRCUIT ~~THIRD CIRCUIT~~

CIRCUIT COURT CLERK

IN THE ~~CHANCERY~~ COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2016 OCT 10 PM 4:20

RICHARD ROOKER, CLERK

D.C.

IRENE MARTIN,

Plaintiff/Wife

vs.

DOCKET NO. 16D1897

ROBERT MARTIN,

Defendant/Husband.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into on this the ___ day of _____ 2016, by and between IRENE MARTIN, hereinafter referred to as the Wife, and ROBERT MARTIN, hereinafter referred to as the Husband.

W I T N E S E T H:

WHEREAS, the aforesaid parties have unhappy and unfortunate differences which are irreconcilable and, in contemplation of divorce, the parties desire to settle all of their property and rights; and

WHEREAS, both parties agree and stipulate that this Agreement makes fair and equitable provisions for the distribution of the property of the parties;

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

Copy

WHEREAS, both parties are voluntarily executing this agreement free of undue influence, duress, and free from any cause, reason, promise, or consideration other than set out in this Agreement.

THEREFORE, in consideration of the mutual covenants and Agreements herein set forth, the parties do agree as follows:

I. REAL PROPERTY

The parties own certain real property located at 411 Sarver Ave., Madison, Davidson County, Tennessee with an outstanding indebtedness thereon. The real property consists of two plots of land, the first plot upon which Wife resides. The parties agree that the real property, including both plots of land, the dwelling, and any attachments on the property, will remain with Wife.

II. PERSONAL PROPERTY/HOUSEHOLD GOODS & FURNISHINGS

The parties agree they have heretofore divided all household goods and furnishings and personal property, to their satisfaction.

III. VEHICLES

The parties agree that Wife shall retain ownership and possession of her current vehicle, free and clear of any claims of Husband and Wife shall continue to assume the debt thereon and hold Husband harmless thereon. The parties agree that Husband shall retain ownership and possession of his current vehicle, and Husband shall continue to assume any debt thereon and hold Wife harmless thereon.

IV. LIFE INSURANCE

The parties agree that the life insurance policies and beneficiaries are to remain as they are at the time of the divorce.

V. DEBTS

The parties agree that each shall be responsible for their own individual debt and hold the other harmless thereon.

Copy

VI. INVESTMENT/BANK ACCOUNTS

The parties have no joint investment or bank accounts. The parties agree that Wife will withdraw $15,000.00 from her 401k retirement fund and issue the proceeds to Husband pursuant to the terms of the Qualified Domestic Relations Order, filed separately with the court. Husband agrees to waive all rights and interests in and to any of Wife's retirement accounts including waiving all rights and interests in Wife's 401k account, with all of Wife's retirement and 401k accounts deemed Wife's separate property for purposes of the division herein. Upon information and belief, Husband does not own or control any retirement or 401k accounts.

VII. DOCUMENTS

The parties agree that each shall promptly execute, acknowledge, and deliver to the other any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

VIII. PURPOSE OF CONTRACT

A. It is mutually understood and agreed that this Marital Dissolution Agreement is entered into pursuant to T.C.A. Sec. 36-4-103, Sub-part 3, and is an equitable settlement of the property rights between the parties.

B. The parties understand and agree that this Agreement is not intended to facilitate the procurement of a divorce and is not in any manner intended to be conducive to the procurement of such divorce, but it is intended to facilitate the proof and smooth the asperities of any divorce litigation which may result.

C. This Agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein, and each party enters into this Agreement voluntarily, advisedly, and with full knowledge of the financial conditions, nature, character and value of the other's estate. The law of the State of Tennessee shall govern this Agreement in all respects.

Copy

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

IX. TAX/FINANCIAL ADVICE

The parties acknowledge that they are hereby advised to consult a Certified Public Accountant or other professional advisor as to the potential tax and/or financial consequences of any of the provisions set forth herein.

X. WAIVERS OF NOTICE/ VENUE

Each party, as evidenced by their signatures herein below, further waive notice of default or other procedural or statutory notice required before a default judgment is granted and each party further agrees that the party, Plaintiff, may submit this Marital Dissolution Agreement in support of a divorce on the grounds of irreconcilable differences to a court of proper jurisdiction and, further, waives venue, or any claim of improper venue, if venue is allowed to be waived under prevailing law.

XI. ATTORNEY FEES AND COURT COSTS

The parties agree that both the attorneys fees and the costs of this cause be divided equally between the parties.

IN WITNESS WHEREOF, the parties here hereunto affixed their signatures this __ day of _____, 2016.

Irene Martin 9-1-16
IRENE MARTIN

Robert Martin
ROBERT MARTIN 9-21-16

Copy

JUDGE

APPROVED FOR ENTRY:

Timothy M. Lee

By: _____

Timothy M. Lee
Attorney for Plaintiff/Wife
1033 Demonbreun St., Suite 300
Nashville, TN 37203
(615) 988-0090

Certificate of Authenticity

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

Ashlee D Page

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Venikkia Cunningham, a notary public for this county and state, Ashlee D. Page, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 9/25/19.

VENIKKIA CUNNINGHAM
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES 9-25-2019