Copy

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LARRY WAYNE BAKER	)	
	)	
v.	)	Docket No. 11D-1526
	)	
VICKIE LYNN ALLEN	)	**NOTICE OF ENTRY REQUESTED**

FILED
2012 JUL 27 PM 1:26
RICHARD R. ROOKER, CLERK
D.C.

FINAL DECREE

This cause came to be heard on the 27th day of July, 2012, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Husband's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Husband and statements of counsel, from all of which the Court affirmatively found that the allegations of Husband's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Husband to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Husband, Larry Wayne Baker, be, and hereby is, awarded an absolute divorce from the Wife on the grounds of irreconcilable differences, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

BILL GARRETT, Davidson County
Trans:T20170071616 DEEDDIV
Recvd: 08/17/17 14:32 18 pgs
Fees:92.00 Taxes:0.00
20170817-0084730

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It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

Copy

FILED
2012 JUL 13 AM 9:02
RICHARD R. ROOKER, CLERK

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LARRY WAYNE BAKER)
)
v.) Docket No. 11D-1526
)
VICKIE LYNN ALLEN)

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Husband against Wife, under Docket No. 11D-1526.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

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

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

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.

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III.

ALIMONY

Both parties recognize that this is a marriage of twenty-six (26) years and alimony payable to Ms. Allen by Mr. Baker is an issue; however, at present, Mr. Baker does not have the ability to pay alimony and Ms. Allen does not have a need. Mr. Baker currently earns $17.43 hourly or $36,254.40 yearly. Ms. Allen currently earns $30,600.00 yearly. The parties recognize that Ms. Allen is presently able and does work and supports herself financially, however, as a result of her multiple sclerosis, her ability to work in the future is in question as a result of any future digression of her disease. The parties agree that the issue of Mr. Baker's future alimony obligation is reserved and the Court retains jurisdiction to decide such at a future date. The agreement to allow the issue of alimony to be considered by the Court at a future date is not an admission by Mr. Baker of any future ability by him to pay such. Further, as a result of the parties' present ages, each recognize that either's future receipt of regular social security benefits is a factor that may be considered by but is not binding on the Court. The issue of health insurance is dealt with in this Agreement.

IV.

PAYMENT TO MR. BAKER

In order to equalize the distribution of the marital estate, Ms. Allen shall pay to Mr. Baker the amount of ~~$39,911.~~00 by cashier's or certified check by July ~~17~~ 24, 2012.

37593.64

VK JWB

VK JWB

V.

TRIAL

Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

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VI.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Mr. Baker shall be allowed to make a walk through and inspection of the personal property located at the marital residence. The parties understand that it is their intent and desire that such be accomplished by agreement prior to Tuesday, July 17, 2012. Each party shall be awarded their separate personal property which consists of the personal property owned by either prior to the marriage or acquired by way of gift or inheritance after the marriage. Mr. Baker shall be awarded the chest of drawers located in the pink room and the dog, Avita.

VII.

AUTOMOBILES

Ms. Allen shall be awarded her 1980 Chevrolet Corvette. Mr. Baker shall be awarded his 2001 Chevrolet Impala. Effective July 16, 2012, each party shall be responsible for their automobile insurance. The parties understand and recognize that the joint policy will have to be cancelled and/or transferred to individual policies. The parties are free to obtain automobile insurance with another carrier.

VIII.

RETIREMENT/PENSION/401-K's

Mr. Baker shall be awarded his retirement account through his employment with the YMCA to the exclusion of Ms. Allen.

IX.

IRS DEBTS

Mr. Baker shall be responsible for the entire balance of the debt owed to the IRS (Department of Treasury) for the jointly filed IRS return for the tax years 2005, 2006, 2007,

Copy

2008, and 2009 under Mr. Baker's social security number ending in #3539. This includes all interest, penalties and late fees. Mr. Baker has worked out a repayment schedule with the IRS where he currently pays $395.00 monthly on this debt. He shall make all payments on this debt in a timely manner so as not to impair the credit of Ms. Allen or expose her to any financial liability associated with the debt owing to the IRS. Both parties recognize that Mr. Baker is currently in the process of amending certain of the previously filed tax returns for 2005, 2006, 2007, 2008, and 2009. The parties agree that Mr. Baker shall be responsible for and shall hold Ms. Allen harmless for any liability associated with all of the above referenced IRS returns he amends.

There is currently a lien against the marital property in the amount of $13,015.13 as of February 19, 2009, which represents a lien filed by the IRS against the real property, a copy of which is attached hereto. This lien does not evidence the entire debt owed to the IRS. It represents the amount of the debt owing to the IRS as of February 19, 2009. Both parties understand the total debt to the IRS is approximately $29,000.00. Mr. Baker shall within thirty (30) days of his receipt of the funds from Ms. Allen pay this lien in full to Internal Revenue Service to have this lien removed from the residence awarded to Ms. Allen. The funds due to Mr. Baker from Ms. Allen in the amount of ~~$39,911~~ 37,593.64 .00 shall be deposited into the escrow account of Mr. Glassford. Upon receipt of the necessary information from Mr. Baker as to the amount necessary to pay the lien to the IRS and the address where to send the check, Mr. Glassford shall write a check from his escrow account to the IRS to pay the lien off. After appropriate proof has been provided to Ms. Simmons that the lien has been paid by Mr. Glassford, he shall pay the remaining funds in his escrow account to Mr. Baker. In the event the lien is not paid within thirty (30) days from July ~~17~~ 24, 2012, Mr. Glassford shall pay the funds

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37,593.64 VPLMB

from his escrow in the amount of ~~$39,911.00~~ over to Ms. Simmons who shall deposit the funds into her escrow account. Upon proper notification from Mr. Glassford as to the amount necessary to pay the lien to the IRS and the address where to send the check, Ms. Simmons shall pay the funds from her escrow account to the IRS. After a release of lien has been provided to Ms. Simmons, she shall disburse the remaining funds in her escrow account to Mr. Baker, care of his counsel, Mr. Glassford.

X.

DEBTS

Mr. Baker shall pay in a timely manner and hold Ms. Allen harmless on the following debts:

(a) Riley Maddox – lawn service
(b) Tek C Collections for Lee Company
(c) USAA Visa ending in Acct. No. 4493
(d) Nationwide Insurance (charge back on pre-sold insurance)
(e) Any and all debts associated with his previous business

Ms. Allen shall be responsible for all debts in her individual name except as noted elsewhere in this agreement.

XI.

REAL PROPERTY

Vickie Lynn Allen is awarded all right, title and interest in the marital residence located at 4327 Prescott Road, Nashville, Tennessee, more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 18 on the map of Southmeade, as of record in Book 1834, Pages 118 and 119, Register's Office for said County.
>
> Said Lot 18 fronts 116.4 feet on the West side of Prescott Road and runs back between lines, 409.4 feet on the North line and 270 feet on the South line to a dead line in the rear which is a broken line on which it measures 232.1 feet.

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Being the same property conveyed to Baker, Larry W. and Vickie L by deed, recorded in the Register's Office of Davidson County, Tennessee, in Book 6794, Page 723.

It is Ordered that all right title and interest of Larry Wayne Baker in the above-described real property is hereby divested out of him completely and reinvested solely in Vickie Lynn Allen. The parties agree that Vickie Lynn Allen shall refinance the two (2) debts owing on the real property, which are the first mortgage owing to Chase, Acct. ending in 8640, 3415 Vision Drive, OH4-7166, Columbus, OH 43219-5656; and the Mastercard Access HELOC, Acct. ending in 3064, owing to Regions Bank. Vickie Lynn Allen has thirty (30) days from entry and approval of this Agreement into a Final Decree of Divorce to refinance both of the above debts to remove Larry Wayne Baker from any and all financial liabilities (present or future) related to these two debts. Ms. Allen shall make all payments on the two above debts prior to her refinancing them in a timely manner with no late payments.

XII.

CERTIFICATE OF DEPOSIT

Ms. Allen shall be awarded all interest in her Certificates of Deposit to the exclusion of Mr. Baker. The Certificates of Deposit are Ms. Allen's separate property.

XIII.

TITAN'S PSL'S

Ms. Allen shall be awarded the two (2) Titan's PSL's. Mr. Baker will sign the necessary documents transferring his ownership interest therein to Ms. Allen. Ms. Allen will present the necessary document(s) to transfer Mr. Baker's interest therein to Ms. Allen. Ms. Allen will pay any transfer fee involved.

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XIV.

HEALTH INSURANCE

Ms. Allen has been provided with the medical cost of the COBRA medical insurance, as well as dental and vision, currently available to her through Mr. Baker's employer. She is currently on Mr. Baker's health plan through his employer. Ms. Allen shall immediately begin the process to convert the health insurance under COBRA and do so at her cost. She shall pay the premiums associated therewith. The parties are advised that this is available to Ms. Allen for a period of eighteen (18) months. The parties are advised that the cost of such is as follows: Medical - $389.10; Dental - $24.68; and Vision - $5.90 monthly (total of $418.97). Mr. Baker shall cooperate with Ms. Allen in converting the present health insurance under COBRA.

XV.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs in enforcement of the same.

XVI.

ACCEPTANCE BY THE PARTIES

With respect to each party's responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that pursuant to the Bankruptcy Abuse, Prevent and Consumer Protection Act of 2205, that the parties intend the various payments and obligations contained herein be in the nature of a domestic support obligation and therefore are intended to be non-dischargeable even though a

Copy

bankruptcy court may determine later that the payments and obligations contained herein are dischargeable.

XVII.

NOTICE PURSUANT TO T.C.A. §36-4-134

T.C.A. §36-4-134. Notice that the decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property.

> (a) Every final decree of divorce granted on any fault ground of divorce and every marital dissolution agreement shall contain a notice that the decree 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 decree for an account, any debt associated with an account or any debt. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.
>
> (b) failure to include the notice required by subsection (a) shall not affect the validity of the decree of divorce, legal separation or annulment.

XVIII.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XIX.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

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XX.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XX.

DISCLOSURES

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.

XXI.

COURT COSTS

Mr. Baker will pay all court costs for which let execution issue, if necessary. Mr. Baker's address is 1301 Sweetbrier, Nashville, Tennessee 37212.

XXII.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees.

Witness our hands, this _____ day of _____, 2012, as to the Husband and the _____ day of _____, 2012, as to the Wife.

Copy

LARRY WAYNE BAKER

VICKIE LYNN ALLEN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **Larry Wayne Baker**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12 day of July, 2012.

NOTARY PUBLIC

My Commission Expires: 3/3/2014

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **Vickie Lynn Allen**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12 day of July, 2012.

NOTARY PUBLIC

My Commission Expires: 3/3/2014

Copy

3592

Form 668 (Y)(c)
(Rev. February 2004)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

FILED
2012 JUL 13 AM 9:02

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 829-3903

Serial Number
518711009

For Optional Use by Recording Office

RICHARD R. ROOKER, CLERK
D.C.

Davidson County LIENFTL
Recvd: 03/02/09 09:23 1 pgs
Fees:12.00 Taxes:0.00
20090302-0017774

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer LARRY W BAKER & VICKIE L ALLEN

Residence 4327 PRESCOTT RD
NASHVILLE, TN 37204-4426

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2002	XXX-XX-3539	11/24/2003	12/24/2013	3388.68
1040	12/31/2005	XXX-XX-3539	04/07/2008	05/07/2018	2019.25
1040	12/31/2006	XXX-XX-3539	11/19/2007	12/19/2017	2446.84
1040	12/31/2007	XXX-XX-3539	11/24/2008	12/24/2018	5160.61

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37201

Total $ 13015.38

This notice was prepared and signed at NASHVILLE, TN, on this,

the 19th day of February, 2009.

Signature R. A. Mitchell
for THERESA HARLEY

Title
ACS
(800) 829-3903

25-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004)
CAT. NO 60025X

Copy

229-6345

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It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against Larry Wayne Baker, 1301 Sweetbrier, Nashville, Tennessee 37212, which amount is reduced to judgment for which let execution issue, if necessary.

Notice is hereby given pursuant to T.C.A. §36-4-134, that the decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property.

> (a) Every final decree of divorce granted on any fault ground of divorce and every marital dissolution agreement shall contain a notice that the decree 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 decree for an account, any debt associated with an account or any debt. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.
>
> (b) failure to include the notice required by subsection (a) shall not affect the validity of the decree of divorce, legal separation or annulment.

ENTER this 27th day of July, 2012.

PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

GRANT C. GLASSFORD, #12640
The Chapple Building
5115 Maryland Way, Suite 301
Brentwood, TN 37027
(615) 376-9800

JANELLE SIMMONS, #22290
401 Church Street, Suite 2400
Nashville, TN 37219
(615) 467-1801

FILED
2012 JUL 24 PM 4:07
RICHARD A. ACKER, CLERK
_____ D.C.

Copy

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CERTIFICATE OF SERVICE

DOCKET NO. 11D1526

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 1ST day of AUGUST, 2012.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

GRANT C. GLASSFORD, ATTORNEY
THE CHAPPLE BUILDING
5115 MARYLAND WAY, SUITE 301
BRENTWOOD, TN 37027

JANELLE SIMMONS, ATTORNEY
401 CHURCH ST., SUITE 2400
NASHVILLE, TN 37219

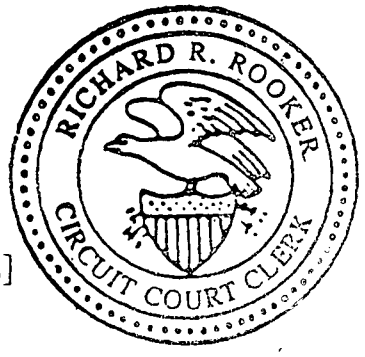
STATE OF TENNESSEE

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 27 day of JULY, 2012, in Docket Number 11D1526 between BAKER, LARRY WAYNE, Plaintiff, and ALLEN, VICKIE LYNN, 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 17 day of AUGUST in the year two thousand seventeen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]



By: _____

Deputy Clerk