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FILED

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

2010 DEC 29 PM 2:05

RICHARD R. ROOKER, CLERK

CLAYTON SCOTT BEZUIDENHOUT **Plaintiff,**	)	
vs.	)	**Docket No. 10D957** C Hafley D.C.
KIMBERLY ANN BEZUIDENHOUT **Defendant**	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 12th day of October 2010, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff, Clayton Scott Bezuidenhout's Complaint for Divorce and his Motion for Default Judgment granted against the Defendant, Kimberly Ann Bezuidenhout, on the 6th day of August, 2010. It appearing to the Court from statements of Counsel for the Plaintiff, testimony of the Plaintiff, and the testimony of the Plaintiff's two collaborating witnesses, and the entire record in said cause, from all of which the Court affirmatively finds the allegations of Plaintiff's Complaint are sustained by the proof, and that the Plaintiff is entitled to an absolute divorce on the grounds of inappropriate marital conduct, and that a Final Decree should be entered. The Court further affirmatively finds the following:

CREDIT. That neither party shall charge nor cause to be charged to the other party any purchases which either of them may make after this decree, and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. If

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there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

NON-DISCHARGEABILITY. That with respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, is intended to be a support obligation under 11 U.S.C. § 523(a)(5) which is not dischargeable in bankruptcy. This Court shall create a support debt that will be non-dischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. § 523(a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

CLAIMS OF CREDITORS. That in the event a creditor of either party makes a claim against the other party, which is upheld by the Court, to pay any debt for which such party is not responsible, either by contract or pursuant to the terms of this Final Decree of Divorce, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

DEBT RESPONSIBILITY NOTICE: That pursuant to Tenn. Code Ann. § **36-4-134** this Final Decree of Divorce 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 this decree for an account, any debt associated with an account or any debt. Both parties are advised that it may be in their best interest to cancel, close or freeze any jointly held accounts.

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NECESSARY DOCUMENTS. That each party shall execute and deliver all documents, which may be reasonably necessary to give full effect to this decree.

MODIFICATION. That a modification or waiver of any of the provisions of this decree shall be effective only if made in writing and executed with the same formality as this decree, and approved by the Court if such approval is required.

RESTRAINING PROVISIONS. Neither party shall molest, harass, interfere with, or impose any restraint upon the other.

PRIOR TAX LIABILITIES. If, in any connection with any 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 the parties, depending on whether 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.

MINOR CHILDREN. The minor children born of this marriage were adjudicated to be Dependent and Neglected in the Juvenile Court of Davidson County, File Nos. 2007-7206 and 2007-7207, Docket No. PT 81586, and have been transferred into the custody of the paternal grandparents. Any issues regarding the minor children born of this marriage shall remain under the jurisdiction and venue of the Juvenile Court of Davidson County.

PERSONALTY. That each party shall be awarded any personal property in their possession, including their individual household furniture and furnishings, free of any claim by the other.

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AUTOMOBILES. Title to the 2000 Chrysler LHS, which is titled in Husband's name alone, shall be vested solely in Husband, and divested from Wife. Husband shall assume, pay and hold Wife harmless for the debt with Citifinancial. Wife shall be awarded any vehicle in her possession free and clear of any claims by Husband.

REAL ESTATE. The Husband shall be awarded the real property located at 5510 Country Drive, No. 2, Nashville, TN 37221 as his separate property, free and clear from any claims of Wife, and Wife shall be divested of any right, title, and interest in said property. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Townhouse No. 2, Building No. 1 in a Horizontal Property Regime, as shown on the plan of Hickory Valley Condominiums, Phase 2, of record in Book 4460, Page 133 Register's office for said County, to which plan reference is hereby made for a more complete description.
>
> BEING the same property conveyed to Clayton S. Bezuidenhout, an unmarried person by Warranty Deed from Suzanangela Ahlberg, dated September 13, 2002 and recorded September 20, 2002, of record in Instrument No. 20020920-0114842, Register's Office for Davidson County, Tennessee.

Husband shall be solely responsible for the debt associated with the property and shall hold Wife Harmless on the same.

SEPARATE PROPERTY. Husband shall be awarded free and clear from the claims of the Wife his Blue Green Vacation Home Timeshare in Laurel Crest State (Account 51894), which is deeded in his name alone, as his separate property. Husband agrees to assume, pay and hold Wife harmless for any debts or any fees associated with said property.

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DEBTS. Husband shall assume, pay and hold Wife harmless for any debts incurred in his separate name. Wife shall assume, pay and hold Husband harmless for any debts incurred in her separate name.

HEALTH INSURANCE - COVERAGE. Each party shall obtain and/or maintain their own separate health insurance at their own expense.

BANK ACCOUNTS. Each party shall be awarded any checking or other bank account in his/her individual name, free of any claim by the other.

ATTORNEYS FEES. Each party shall pay their own attorney fees.

RETIREMENT/PENSIONS/401K /IRA. Each party shall be divested of any right, title or interest they might have to the other parties' retirement, pension, 401K, or IRA. Each party shall therefore retain the right to their individual retirement, pension, 401K, or IRA.

IT IS NOW, THEREFORE,

ORDERED, ADJUDGED AND DECREED that neither party shall charge nor cause to be charged to the other party any purchases which either of them may make after this decree, and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

ORDERED, ADJUDGED AND DECREED that with respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, is intended to be a support obligation under 11 U.S.C. § 523(a)(5) which is not dischargeable in bankruptcy. This Court shall create a

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support debt that will be non-dischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. § 523(a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

ORDERED, ADJUDGED AND DECREED that in the event a creditor of either party makes a claim against the other party, which is upheld by the Court, to pay any debt for which such party is not responsible, either by contract or pursuant to the terms of this Final Decree of Divorce, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

ORDERED, ADJUDGED AND DECREED that pursuant to Tenn. Code Ann. § **36-4-134** this Final Decree of Divorce 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 this decree for an account, any debt associated with an account or any debt. Both parties acknowledge that it may be in their best interest to cancel, close or freeze any jointly held accounts.

ORDERED, ADJUDGED AND DECREED that each party shall execute and deliver all documents, which may be reasonably necessary to give full effect to this decree.

ORDERED, ADJUDGED AND DECREED that a modification or waiver of any of the provisions of this decree shall be effective only if made in writing and executed with the same formality as this decree, and approved by the Court if such approval is required.

ORDERED, ADJUDGED AND DECREED that neither party shall molest, harass, interfere with, or impose any restraint upon the other.

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ORDERED, ADJUDGED AND DECREED that in any connection with any 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 the parties, depending on whether 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.

ORDERED, ADJUDGED AND DECREED that the minor children born of this marriage were adjudicated to be Dependent and Neglected in the Juvenile Court of Davidson County, File Nos. 2007-7206 and 2007-7207, Docket No. PT 81586, and have been transferred into the custody of the paternal grandparents. Any issues regarding the minor children born of this marriage shall remain under the jurisdiction and venue of the Juvenile Court of Davidson County.

ORDERED, ADJUDGED AND DECREED that each party shall be awarded any personal property in their possession, including their individual household furniture and furnishings, free of any claim by the other.

ORDERED, ADJUDGED AND DECREED that Title to the 2000 Chrysler LHS, which is titled in Husband's name alone, shall be vested solely in Husband, and divested from Wife. Husband agrees to assume, pay and hold Wife harmless for the debt with Citifinancial. Wife shall be awarded any vehicle in her possession free and clear of any claims by the Husband.

ORDERED, ADJUDGED AND DECREED that the Husband shall be awarded the real property located at 5510 Country Drive, No. 2, Nashville, TN 37221 as his separate property, free and clear from any claims of Wife, and Wife shall be divested of

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any right, title, and interest in said property. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Townhouse No. 2, Building No. 1 in a Horizontal Property Regime, as shown on the plan of Hickory Valley Condominiums, Phase 2, of record in Book 4460, Page 133 Register's office for said County, to which plan reference is hereby made for a more complete description.
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> BEING the same property conveyed to Clayton S. Bezuidenhout, an unmarried person by Warranty Deed from Suzanangela Ahlberg, dated September 13, 2002 and recorded September 20, 2002, of record in Instrument No. 20020920-0114842, Register's Office for Davidson County, Tennessee.

Husband shall be solely responsible for the debt associated with the property and shall hold Wife harmless on same.

ORDERED, ADJUDGED AND DECREED that the Husband shall be awarded free and clear from the claims of the Wife his Blue Green Vacation Home Timeshare in Laurel Crest State (Account 51894), which is deeded in his name alone, as his separate property. Husband shall assume, pay and hold Wife harmless for any debts or any fees associated with said property.

ORDERED, ADJUDGED AND DECREED that Husband shall assume, pay and hold Wife harmless for any debts incurred in his separate name, and that Wife shall assume, pay and hold Husband harmless for any debts incurred in her separate name.

ORDERED, ADJUDGED AND DECREED that each party shall obtain and/or maintain their own separate health insurance at their own expense.

ORDERED, ADJUDGED AND DECREED that each party shall be awarded any checking or other bank account in his/her individual name, free of any claim by the other.

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ORDERED, ADJUDGED AND DECREED that each party shall pay their own attorney fees.

ORDERED, ADJUDGED AND DECREED that each party shall be divested of any right, title or interest they might have to the other parties' retirement, pension, 401K, or IRA. Each party shall therefore retain the right to their individual retirement, pension, 401K, or IRA.

ORDERED, ADJUDGED AND DECREED by the Court that any remaining costs of this cause are taxed to the Plaintiff/Husband.

ORDERED, ADJUDGED AND DECREED by the Court that execution may issue to enforce any of the provisions of this Decree.

IT IS SO ORDERED.

ENTER this 24th **day of** December, **2010.**

PHILIP E. SMITH, JUDGE

The parties currently reside at the following addresses:

Plaintiff/Husband: 5510 County Drive, No. 2, Nashville, Tennessee 37211

Defendant/Wife Last Known Address: 401 Hickory Highlands Drive, Antioch, TN 37013

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APPROVED FOR ENTRY:

ROBINSON, REAGAN & YOUNG, PLLC

BY: _____

WORRICK G. ROBINSON, IV (#15009)
Attorney for Husband/Plaintiff
260 Cumberland Bend Drive
Nashville, Tennessee 37228
615-726-0900

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Order has been sent via US mail to:

LAST KNOWN ADDRESS:
Kimberly Ann Bezuidenhout
401 Hickory Highlands Drive
Antioch, TN 37013

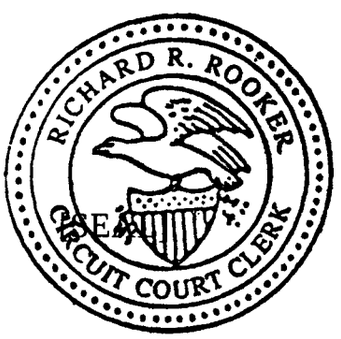
On this the 27th day of December, 2010.

_____
WORRICK G. ROBINSON, IV

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 29 day of DECEMBER, 2010, in Docket Number 10D957 between BEZUIDENHOUT, CLAYTON SCOTT, Plaintiff, and BEZUIDENHOUT, KIMBERLY ANN, 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 02 day of OCTOBER in the year two thousand seventeen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,



By: _____

Deputy Clerk