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Bill Garrett Davidson County
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Fees: $67.00 Taxes: $0.00
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Connie Stroud, Register
Robertson County Tennessee
Rec #: 270982 Instrument #: 323637
Rec'd: 65.00 Recorded
State: 0.00 11/1/2017 at 12:48 PM
Clerk: 0.00 in Record Book
Other: 2.00 1773
Total: 67.00 Pgs 773-785

4/28

**MINUTES, CIRCUIT COURT, SUMNER COUNTY,TENNESSEE, MINUTES FOR JULY 2, 2012**

IN THE CIRCUIT COURT FOR SUMNER COUNTY
IN THE STATE OF TENNESSEE
AT GALLATIN

FILED
2:25P M
JUL 02 2012
MAHAILIAH HUGHES, CLERK
BY D.C.

MARGARET ALTIE HOLLOWAY

Complainant

Vs.

File No.: 2012-CV-525

STEVEN RAYMOND HOLLOWAY

Respondent

**FINAL DECREE OF DIVORCE**

This cause came before the Honorable C. L. Rogers, holding the Circuit Court for Sumner County, Tennessee, at Gallatin, on the entire record including the original Complaint and Marital Dissolution Agreement filed in this matter, from all of which it did satisfactorily appear to the Court as follows:

(1) The information furnished to the Court for the benefit of the Tennessee Department of Public Health, Division of Vital Statistics, is true and correct.

(2) The Complainant has been a citizen and resident of Sumner County, Tennessee, for more than six (6) months next preceding the filing of the Complaint.

(3) Respondent expressly waived the requirement of service of process by executing the Martial Dissolution Agreement which is on file in this cause. Pursuant to T.C.A. § 36-4-103(a)(3), the Respondent acknowledged that the signing of the Marital Dissolution Agreement was in lieu of service of process and constituted a general appearance before the Court for purposes of giving the Court personal jurisdiction over the Respondent and for the purpose of granting a divorce on the grounds of irreconcilable differences.

(4) The Court has jurisdiction over the subject matter in this cause.

(5) The Complainant is not a member of the Armed Forces of the United States. The Respondent is also not a member of the Armed Forces of the United States.

(6) This cause has been on file in this Court for more than sixty (60) days before being heard.

(7) The Respondent has not contested or denied that irreconcilable differences have arisen between the parties, all as contemplated by T.C.A. § 36-4-101 (14), and the Court does find there are irreconcilable differences between the parties as contemplated by such statute, and the Court does expressly find that the Complainant should be granted a divorce from the bonds of matrimony on the grounds of irreconcilable differences.

(8) There no children born of this marriage.

(9) The parties' Marital Dissolution Agreement is attached and read as follows:

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MINUTES, CIRCUIT COURT, SUMNER COUNTY, TENNESSEE, MINUTES FOR JULY 2, 2012

IN THE Circuit COURT FOR SUMNER COUNTY
IN THE STATE OF TENNESSEE
AT GALLATIN

FILED
12:00 P M
APR 2 7 2012
MAHAILIAH HUGHES, CLERK
BY AC D.C.

MARGARET ALTIE HOLLOWAY

Complainant

Vs.

STEVEN RAYMOND HOLLOWAY

Respondent

File No.: 2012-CV-525

**MARITAL DISSOLUTION AGREEMENT**

This agreement is made and entered into between MARGARET ALTIE HOLLOWAY, hereinafter referred to as "WIFE," and STEVEN RAYMOND HOLLOWAY hereinafter referred to as "HUSBAND," and entered into this the ___ day of _____, 2012.

WITNESSETH:

That the parties hereto are WIFE and HUSBAND and are experiencing certain marital difficulties, and each believes that there are irreconcilable differences between them, and as a result of these differences, the WIFE has filed or will file suit for an absolute divorce against the HUSBAND in the Circuit or Chancery Court for Sumner County, Tennessee, which is the County of the parties' residence.

That it is the intention of the parties that their marriage be terminated on the grounds of irreconcilable differences, pursuant to Tennessee Code Annotated § 36-4-101 (14) and this Marital Dissolution Agreement is intended to satisfy certain requirements and provisions of that law, but the parties agree that regardless of the grounds for the divorce, or the jurisdiction

granting said divorce, this Agreement shall be binding between them and shall be submitted to any Court of competent jurisdiction to control the disposition of their property. The parties further agree and acknowledge that this matter is properly before this Court and that this Court has proper subject matter jurisdiction over this matter and proper personal jurisdiction over the Respondent to adjudicate this matter, and that this Court is the proper venue for this action of divorce. The parties would show to the Court as follows:

(A) That the HUSBAND shall be vested and WIFE divested of any and all of the HUSBAND's rights, title, and interest in one Classic Oldsmobile 442. As such, the parties agree that the vehicle shall be the sole property of the HUSBAND, who shall be fully responsible for any and all costs associated with said vehicle, including any financing charges, if any and any monthly payments to Old Hickory Credit Union on the vehicle. WIFE agrees to execute any documentation needed to retitle or otherwise register the vehicle as the sole property of the HUSBAND.

(B) That the HUSBAND shall be vested and WIFE divested of any and all of the HUSBAND's rights, title, and interest in one 2003 Chevrolet Truck (Red). As such, the parties agree that the vehicle shall be the sole property of the HUSBAND, who shall be fully responsible for any and all costs associated with said vehicle, including any financing charges, if any and any monthly payments to Ally Bank on the vehicle. WIFE agrees to execute any documentation needed to retitle or otherwise register the vehicle as the sole property of the HUSBAND.

(C) That the WIFE shall be vested and HUSBAND divested of any and all of the WIFE's rights, title, and interest in one 2012 Chevrolet Malibu. As such, the parties agree that the vehicle shall be the sole property of the WIFE, and

HUSBAND shall retitle or otherwise register the vehicle solely in the name of the WIFE. WIFE shall be responsible for any and all fees/expenses incurred to retitle or otherwise register the vehicle solely into her name. HUSBAND agrees to execute any documentation needed to retitle or otherwise register the vehicle as the sole property of the WIFE.

(1) There are no minor children born of this marriage.

(2) The WIFE is represented in this matter by counsel with such being Attorney Benjamin K. Dean. The HUSBAND is not represented in any way whatsoever by Attorney Benjamin K. Dean, the same has been conveyed to the HUSBAND, and HUSBAND's signature of this agreement contained herein, signifies HUSBAND's acknowledgment that the aforesaid attorney does not represent HUSBAND in any capacity whatsoever. As such, HUSBAND is unrepresented in this matter and is aware that HUSBAND may seek legal counsel at any time and has elected to forego seeking such counsel of HUSBAND's own decision without any influence whatsoever of WIFE or WIFE's attorney. HUSBAND acknowledges that Attorney Benjamin K. Dean does not represent HUSBAND and has not made any manifestations to HUSBAND regarding this Marital Dissolution Agreement.

(3) Except as set forth below, the parties have made an equitable distribution of the personalty of the marriage, and WIFE has in WIFE's possession those items of personalty that the parties deem to be regarded as WIFE's sole and separate property, and the HUSBAND has in HUSBAND's possession those items of personalty that the parties deem to be regarded as HUSBAND's sole and separate property. Accordingly, the parties agree that it is unnecessary to specifically identify/list said division of personalty, apart from the following specific items of

personalty, to which the parties in regard to said specific items, acknowledge and agree as follows:

(A) HUSBAND is awarded the upstairs couches, upstairs television and surround-sound, Bose stereo, bedroom television, HUSBAND's belongings in garage, HUSBAND's wedding band, HUSBAND's previous personal belongings, pictures, and personal items brought into the marriage.

(B) WIFE is awarded all remaining furniture, housewares, and decorations remaining in the home. WIFE is also awarded the washer and dryer, patio furniture, grill, diamond ring, jewelry, Gigi the dog, her previous personal belongings brought into the marriage, pictures, and family furniture brought into the marriage,

(4) That the WIFE shall be vested and HUSBAND divested of any and all of the HUSBAND's rights and interest in any and all funds contained in any checking/savings accounts listed in WIFE's name with any bank/financial institution, or credit unions, and WIFE shall henceforth be the sole owner of all said funds in such accounts held and listed solely in WIFE's name.

(5) That the HUSBAND shall be vested and WIFE divested of any and all of the WIFE's rights and interest in any and all funds contained in any checking/savings accounts listed solely in HUSBAND's name along with any bank/financial institution, and HUSBAND shall henceforth be the sole owner of all said funds in such accounts held and listed solely in HUSBAND's name.

(6) HUSBAND and WIFE own a marital residence and surrounding property situated in Sumner County, Tennessee, and having a physical address of 114 Granite Court, White

House, Tennessee 37188. HUSBAND and WIFE agree that WIFE shall continue to reside at the above mentioned family residence until not later than such time as the residence is sold or September 30, 2012. WIFE shall pay all utilities while living in the residence until such time as she vacates the residence. HUSBAND agrees to pay the monthly mortgage payments and any taxes on the marital home until such time as the property is sold. It is agreed that marital home shall be listed with a realtor and shall be sold, the parties dividing any proceeds or loss from the sale equally. In the event either party unreasonably refuses to sell said property, an action for a court/judicial sale may be maintained by HUSBAND or WIFE. WIFE's liability for any expenses, repairs or maintenance to the marital residence shall be limited to the payment of utilities while she remains in the residence.

(7) The parties are equal owners of a Tennessee Limited Liability Corporation, "S & A Investments, LLC." The LLC and the parties own the following rental properties:

(A) 4326 Sun Ave., Cross Plains, TN 37049, Robertson County (Financed through Volunteer State Bank)

(B) 4324 Sun Ave., Cross Plains, TN 37049, Robertson County (Financed through Volunteer State Bank)

(C) 4319 Eastside Dr., Cross Plains, TN 37049, Robertson County (Financed through Volunteer State Bank)

(D) 4329 Eastside Dr., Cross Plains, TN 37049, Robertson County (Financed through Volunteer State Bank)

(E) 1011 Slaters Creek, Millersville, TN 37072, Sumner County (Financed through Volunteer State Bank)

(F) 400 Neelys Bend, Madison, TN 37115, Davidson County (Financed through Virginia Williams and Charles Williams)

In regard to the above mentioned rental properties, it is agreed that the WIFE shall be divested of any and all rights, title, and interest in said properties, and that the HUSBAND shall

be vested with all of the WIFE's rights and title to said properties. In consideration for the same, the HUSBAND agrees to pay to the WIFE her portion of the equity in said properties, the same being Twenty-Eight Thousand Three Hundred Ninety Dollars ($28,390.00), which sum shall be paid not later than one year from the date of execution of this agreement by both parties. It is agreed that the HUSBAND shall refinance the aforementioned loans in regard to said properties into his own name and credit, and out of the name and credit of the WIFE, not later than one year from the date of execution of this agreement by both parties. In the event the HUSBAND is unable to refinance the aforementioned rental properties into his own name and credit, and out of the name and credit of the WIFE, within said one year, the WIFE may maintain an action for judicial sale of the properties. HUSBAND agrees to hold the WIFE harmless from any and all debts, taxes, and liabilities associated with the aforementioned properties, and agrees to make all payments toward any indebtedness related to said properties in a timely manner. WIFE agrees to execute quit claim deeds conveying her interest in aforementioned properties to the HUSBAND, provided HUSBAND shall be responsible for preparation of said instruments and deeds.

(8) In regard to S & A Investments, LLC, the parties agree that the WIFE shall be divested of any and all interest in said corporation, and HUSBAND shall be vested of all of WIFE's rights, title, and interest in said corporation, and HUSBAND shall hold WIFE harmless from any and all debts, taxes, and liabilities associated with the aforementioned LLC.

(9) The parties agree that the HUSBAND shall be responsible for the following debts and hold the WIFE harmless from the same:

(A) Discover credit card with approximate balance of $6,514.00.

(B) Citi credit card with approximate balance of $5,194.09.

(C) Wells Fargo loan with approximate balance of $5,210.45.

(D) Wells Fargo loan with approximate balance of $3,419.25.

(E) Chase credit card with approximate balance of $5,839.84.

(F) Bank of America credit card with approximate balance of $4,839.77.

(G) Capital One credit card with approximate balance of $600.00.

(H) Home Depot credit card with approximate balance of $1,400.00.

(I) Ally Bank truck loan with approximate balance of $7,500.00.

(J) Citi credit card with approximate balance of $1,300.00.

(K) Tax loan with approximate balance of $6,000.00.

(L) Husband's loan from Loretta Wilson in the amount of $15,000.00.

(M) Old Hickory Credit Union loan with approximate balance of $19,500.00.

In regard to the aforementioned debts which the HUSBAND shall be responsible for, the HUSBAND shall refinance or pay off any and all debts which are in the solely name of the WIFE, or jointly in the name of the HUSBAND and WIFE not later than six months from entry of Final Divorce Decree.

(10) The parties agree that the WIFE shall be responsible for the following debts and hold the HUSBAND harmless from the same:

(A) U S Bank loan with approximate balance of $6,400.00.

(B) Citi credit card ending in 8596 with approximate balance of $1,524.74.

(C) Ed Financial loan with approximate balance of $4,800.00.

(D) Life Credit Union loan with approximate balance of $19,000.00.

(E) Life Credit Union loan with approximate balance of $7,000.00.

(F) Daughter's car loan with approximate balance of $2,520.00.

(11) WIFE agrees that any debts not mentioned above that are listed solely in WIFE's name shall be WIFE's responsibility. HUSBAND agrees that any debts not mentioned above that are listed solely in HUSBAND's name shall be HUSBAND's responsibility.

(12) Any decree entered upon this Marital Dissolution 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 this Marital Dissolution Agreement or decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

(13) 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 as agreed herein, the parties understand and specifically agree that their obligations are a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. Each party will be further required to provide the other party notice of the filing of any bankruptcy proceeding within three (3) days of filing for bankruptcy.

(14) It is understood and agreed between the parties that this Agreement shall be introduced in the divorce proceedings filed in the Circuit or Chancery Court for Sumner County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Divorce Decree between the parties.

(15) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

(16) The parties each agree and acknowledge that this Agreement shall become effective and is irrevocable upon its execution by both parties and the filing of said agreement with the Circuit or Chancery Court for Sumner County.

(17) The HUSBAND, as Respondent in this proceeding, pursuant to T.C.A. § 36-4-103(a)(3), makes specific reference to the cause of MARGARET ALTIE HOLLOWAY v. STEVEN RAYMOND HOLLOWAY, filed or to be filed in the future in the Circuit or Chancery Court for Sumner County, Tennessee, and expressly waives the requirement of service of process, and waives any objection to venue as being improper in Sumner County, Tennessee, and acknowledges the signing of this Agreement shall be in lieu of such service of process and shall constitute a general appearance before the Court, which will give the Court personal jurisdiction over HUSBAND for the purpose of granting a divorce on the grounds of irreconcilable differences. WIFE and HUSBAND agree that irreconcilable differences have arisen and exist between the parties.

IN WITNESS WHEREOF, we have executed this Agreement as of the date written and at the place written first herein. This Agreement is executed in triplicate and a copy of same is being retained by each party. The original will be tendered to the Court as part of any Final Decree of Divorce between the parties.

Margaret A. Holloway
MARGARET ALTIE HOLLOWAY, WIFE

Steven R Holloway
STEVEN RAYMOND HOLLOWAY, HUSBAND

STATE OF TENNESSEE )
)
COUNTY OF ROBERTSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARGARET ALTIE HOLLOWAY, the herein named WIFE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes therein contained. This the 10 day of April, 2012.

My Commission Expires: 11/29/15. Notary Public

TRAVIS DUFFER STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

STATE OF TENNESSEE )
)
COUNTY OF Robertson )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, STEVEN RAYMOND HOLLOWAY, the herein named HUSBAND, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes therein contained. This the 25 day of April, 2012.

My Commission Expires: 11/29/15. Notary Public

TRAVIS DUFFER STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

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**MINUTES, CIRCUIT COURT, SUMNER COUNTY, TENNESSEE, MINUTES FOR JULY 2, 2012**

It is, therefore, ORDERED, ADJUDGED, AND DECREED, as follows:

(1) That the Complainant, MARGARET ALTIE HOLLOWAY, be and hereby is awarded an absolute divorce from the Respondent, STEVEN RAYMOND HOLLOWAY, upon the grounds of irreconcilable differences, bestowing upon the Complainant all of the rights, privileges, and immunities of an unmarried person, and each of said parties is hereby restored to an unmarried status;

(2) The above set forth Final Divorce Decree and Marital Dissolution Agreement incorporated herein by reference as if stated verbatim, are each hereby expressly affirmed, approved, and ratified by this Court, and the same are incorporated as part of this Decree, with each party now being bound to obey the provisions thereof in every respect, as this Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between them, the allocation of all marital debt between them.

(3) There are no costs outstanding in this matter, as costs have been previously paid by the parties.

Enter the above, this the 2 day of July, 2012.

Judge C. L. Rogers

STATE OF TENNESSEE, SUMNER COUNTY
I, Kathryn Strong, Clerk, do hereby certify that the foregoing is a true and correct copy of the Final Decree on file or issued in the case of Holloway vs Holloway
This the 6th day of September, 2016
Kathryn Strong SEAL
KATHRYN STRONG, CIRCUIT COURT CLERK

APPROVED FOR ENTRY:

By: _____
Benjamin K. Dean, BPR No. 024390
Attorney for the Complainant
2209 Memorial Blvd.
Springfield, TN 37172
(615) 384-8019