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20171206-0124405

_____Divorce Decree _____

IN THE _____ COURT FOR MONTGOMERY COUNTY, TENNESSEE
AT CLARKSVILLE

MICHAEL A. GOLDEN,	)	
Plaintiff,	)	
vs.	)	Docket No. CC16CV2072
REBECCA LYNNE GOLDEN,	)	Judge Assigned Hicks
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, MICHAEL A. GOLDEN (hereinafter referred to as the "HUSBAND") and REBECCA LYNNE GOLDEN, (hereinafter referred to as the "WIFE") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the HUSBAND will file suit for absolute divorce upon the grounds of irreconcilable differences in the Chancery Court for Montgomery County, pursuant to Tennessee Code Annotated § 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the WIFE, by signing this Agreement, makes a general appearance before the Chancery Court for Montgomery County at Clarksville, Tennessee for the purpose of granting the HUSBAND a divorce upon the grounds of irreconcilable differences; and

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WHEREAS, there are two (2) minor children born of this marriage, namely, to wit,

Asher Fox Golden D.O.B.: 10/11/2011

Ian Silas Golden D.O.B.: 6/14/2014

WHEREAS, the parties own real property and do own some items of personal property;

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

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the HUSBAND shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the WIFE shall keep as her sole property the 2009 Nissan Murano, VIN # JN8AZ18W49W150085 which she drives as her vehicle, titled in both party's names. Any interest of the HUSBAND in the vehicle is hereby divested from the HUSBAND and reinvested in the WIFE so that the WIFE shall own said vehicle as her sole property, free and clear of any claim of the HUSBAND. It is further agreed that the WIFE shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the HUSBAND harmless thereon.

It is agreed by and between the parties that the HUSBAND shall keep as his sole property the 2011 Hyundai Genesis VIN # KMHGC4DE3BU146046 which he drives as his vehicle, titled in the HUSBAND'S. Any interest of the WIFE in the vehicle is hereby divested from the WIFE

and reinvested in the HUSBAND so that the HUSBAND shall own said vehicle as his sole property, free and clear of any claim of the WIFE. It is further agreed that the HUSBAND shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the WIFE harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the WIFE shall relinquish any interest that WIFE might have in the real property owned by the parties located at 301 Lutie Street, Nashville, TN 37210, and more particularly described below, so that the HUSBAND shall own this property free and clear of any interest or claim of the WIFE, and any interest of the WIFE shall be divested from WIFE and reinvested in the HUSBAND. The property is more particularly

described as follows:

> Land in Davidson County, Tennessee, being Lot No. 61, Block 26, on the Map of Re-Subdivision of Lots 4, 5, 6, 7, 8, 9, in Block 27, Lots 2, 3, 5, 6, in Block 26 & Block 23 & 24 on the Plan of Cumberland Nurseries, of record in Plat Book 161, Page 139, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Michael Forrest Sybert and Holly Sybert, husband and wife and Michael F. Sybert, a married man, all as Tenants in Common with Rights of Survivorship by Warranty Deed from CTW Properties, LLC, recorded on the 19th day of March, 2012 in Instrument No. 20120319-0023291, in Register's Office of Davidson County, Tennessee. The said Michael Forrist Sybert is one of the same as Michael Forrest Sybert.
>
> This conveyance is subject to:
> - County of Davidson taxes for the year 2015.
> - Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat recorded in Plat Book 161, Page(s) 139.
> - Any and all existing easements and restrictions as shown of record not stated herein.
>
> This is improved property known as: 301 Lutie Street, Nashville, Tennessee 37210

It is further agreed by and between the parties that the HUSBAND shall be solely responsible for the encumbrance on the aforesaid real property and that HUSBAND shall indemnify and hold the WIFE harmless thereon.

It is agreed by and between the parties that the HUSBAND shall relinquish any interest that HUSBAND might have in the real property owned by the parties located at 213 Valeria Street, Nashville, TN 37210, and more particularly described below, so that the WIFE shall own this property free and clear of any interest or claim of the HUSBAND, and any interest of the HUSBAND shall be divested from HUSBAND and reinvested in the WIFE. The property is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 32 on the map of Overhill City and W.H. Fox Subdivision, part of the Cumberland Nurseries, as of record in Book 332, Page 21, Register's Office for said County.

Said Lot No. 32 fronts 50 feet on the southerly side of Valeria Street and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to Clyde G. Richardson and wife, Elaine P. Richardson by deed dated July 31, 1950 from H. Raymond Ligon and wife, Lucille S. Ligon of record in Book 1876, Page 495, Register's Office for Davidson County, Tennessee. The said Clyde G. Richardson died on September 1, 1982 survived by his wife Elaine P. Richardson who thereafter died testate on November 3, 2007 and by will probated in the Seventh Circuit Court of Davidson County under case #08P311 Devised said property to Nadine Richardson Dunaway and Linda Richardson Therber.

This is improved property, known as 213 Valeria Street, Nashville, TN 37210.

It is further agreed by and between the parties that the WIFE shall be solely responsible for the encumbrance on the aforesaid real property and that WIFE shall indemnify and hold the HUSBAND harmless thereon.

V. <u>RETIREMENT PLANS.</u>

The parties acknowledge that the HUSBAND has acquired an interest in a retirement/pension/profit sharing plan with VOYA. It is agreed by and between the parties that the WIFE shall relinquish any claim or interest that she might have in the retirement/pension/profit sharing plan of the HUSBAND. It is agreed by and between the parties that the interest of the WIFE in the retirement/pension/profit sharing plan of the HUSBAND shall be divested from her and reinvested in the HUSBAND, so that the HUSBAND shall own his retirement/pension/profit sharing plan as his sole property, free and clear of any interest or claim of the HUSBAND.

VI. MARITAL DEBTS.

It is agreed by and between the parties that the parties have incurred joint marital debt during the marriage.

It is agreed that the WIFE shall be responsible for the following debts:

Southeast Financial, account ending in 8193 - $500.00
Amex, account ending in 1003 - $3,800.00
Amex, account ending in 1009 – WIFE is responsible for ½

It is agreed that the HUSBAND shall be responsible for the following debts:

Southeast Financial, account ending in 7899 - $1,200.00
Amex, account ending in 1009 – HUSBAND is responsible for ½

NOTICE: The Marital Dissolution Agreement and 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 the Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close, or freeze any jointly held accounts.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2015. Each party further agrees to indemnify and hold the other

party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2016 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for 2016 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the HUSBAND.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to

the others property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into

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without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. 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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XXII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XIII. VENUE WAIVER.

Both parties agree to waive venue in this matter.

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WITNESS OUR HANDS, this 13th day of September, 2016 as to the WIFE, and this 13th day of September, 2016 as to the HUSBAND.

REBECCA LYNNE GOLDEN

MICHAEL A. GOLDEN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, REBECCA LYNNE GOLDEN, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 13th day of September, 2016.

NOTARY PUBLIC
My Commission expires: 7-8-19

SHERRIE DOWELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JULY 8, 2019

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, MICHAEL A. GOLDEN, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 13th day of September, 2016.

NOTARY PUBLIC
My Commission expires: 7-8-19

SHERRIE DOWELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JULY 8, 2019

True Copy Certification

I, CHRIS CARNRIGHT, 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 this this is a true and correct copy of the original document executed and authenticated according to law.

CHRIS CARNRIGHT

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Before me Mark J Appugliese, the undersigned officer, personally

Appeared CHRIS CARNRIGHT, known to me (or satisfactorily proven) to be

The person whose name IS subscribed to the within instrument, and

acknowledged that HE (he/she/they) executed the same for the purposes

therein contained.

In witness whereof, I hereunto set my hand and official seal.

Mark J Appugliese
Notary Public
Printed Name: Mark J Appugliese
My Commission Expires:
5/17/19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mark J. Appugliese, Notary Public
Wilmington Twp., Mercer County
My Commission Expires May 17, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES