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

CALVIN ERIC BRIDGEFORTH, Plaintiff/Husband,	)	**NOTICE OF ENTRY REQUESTED** √
vs.	)	Case No. 17D946
DEBORAH DENISE BRIDGEFORTH, Defendant/Wife.	)	

FILED
2018 JAN 10 PM 12:55
RICHARD R. ROOKER
CLERK & MASTER
D.C.

FINAL DECREE OF DIVORCE

This cause came to be heard on the 10th day of January, 2018 before the Honorable Philip Smith, Judge, Fourth Circuit Court for Davidson County, Tennessee upon the Complaint for Divorce filed by the Husband and the Marital Dissolution Agreement, whereupon the Court finds from the pleadings and record of the case that the Husband is entitled to a divorce pursuant to T.C.A. § 36-4-101 (14) on the grounds of irreconcilable differences. The Court further finds that the Marital Dissolution Agreement is fair and equitable. The Court further finds that the Husband has filed an appropriate Notice regarding health insurance coverage.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Husband is hereby granted a divorce on the grounds of irreconcilable differences pursuant to T.C.A. § 36-4-101 (14), and that the bonds of matrimony heretofore existing between the parties be forever, perpetually dissolved, and that they are restored to all the rights and privileges of unmarried persons.

Bill Garrett Davidson County
Batch# 60764 DEEDDIV
02/21/2018 10:49:47 AM 14 pgs
Fees: $72.00 Taxes: $0.00
20180221-0016415

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all provisions of the Marital Dissolution Agreement signed and notarized by the parties are hereby approved and made part of the judgment of the Court in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title, and interest in the real property located at 207 Isaac Drive, Goodlettsville, Tennessee 37072 is hereby divested out of the Wife and is vested in the Husband for the Husband to own as his sole and separate property. The property description is as follows:

Land in Davidson County, Tennessee, being Lot No. 7 on the plan of Connell Estates, Section 1, as shown on plat of record in Plat Book 2900, page 15, in the Register's Office of Davidson County, Tennessee to which plat reference is hereby made for a more complete and accurate description.
Being the same property conveyed to Jarisa Marie Fitch, a married woman, form Kristi D. Riley, an unmarried woman by Warranty Deed dated August 31, 2009 and of record in Instrument No. 20090902-0082296, Register's Office of Davidson County, Tennessee. Jarisa Marie Fitch and James Wesley Fitch III having since divorced by Final Divorce Decree of record in the Circuit Court for Sumner County, Tennessee, Docket #83CC1-2015-CV-745. Said divorce decree divesting any and all right, title and interest from James Wesley Fitch III to Jarisa Marie Fitch as sole and separate owner. Said property being further conveyed to Calvin E. Bridgeforth, by deed from Jarisa Marie Fitch.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall be restored to her maiden name of **Deborah Denise Blackwell.**

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party is placed on NOTICE that the Marital Dissolution Agreement and 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 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement is incorporated herein as follows:

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

FILED
2017 DEC 14 AM 10:04
RICHARD R. ROOKER, CLERK
D.C.

CALVIN ERIC BRIDGEFORTH,
Plaintiff/Husband,

vs.

DEBORAH DENISE BRIDGEFORTH,
Defendant/Wife.

Case No. 17D946

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between CALVIN ERIC BRIDGEFORTH, hereinafter referred to as "Husband", and DEBORAH DENISE BRIDGEFORTH, hereinafter referred to as "Wife", with regard to a Complaint for Divorce being first filed by the Husband in the Circuit Court for Davidson County, Tennessee.

WITNESSETH

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there has been filed a Complaint for Divorce by the Husband in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to agree upon and fix their respective rights and duties regarding the issues of support, the division of their marital property and the division of marital obligations of their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship, and do hereby enter into this Agreement for the settlement of all such rights and obligations, not only for the present, but for the future as well; and

WHEREAS, the parties have no minor children and none expected.

NOW, THEREFORE, in settlement, adjustment and compromise of all disputes as to spousal support, property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties do hereby agree and covenant as follows:

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I
Divorce

The parties hereby agree that the Husband shall proceed to a hearing and obtain an absolute divorce on the grounds of irreconcilable differences. The Wife shall be restored to her maiden name of **Deborah Denise Blackwell**.

II
Real Property

The parties agree and represent that the parties own real property located at 207 Isaac Drive, Goodlettsville, Tennessee 37072 ("marital residence"). The property description for the marital residence is as follows:

Land in Davidson County, Tennessee, being Lot No. 7 on the plan of Connell Estates, Section 1, as shown on plat of record in Plat Book 2900, page 15, in the Register's Office of Davidson County, Tennessee to which plat reference is hereby made for a more complete and accurate description.
Being the same property conveyed to Jarisa Marie Fitch, a married woman, form Kristi D. Riley, an unmarried woman by Warranty Deed dated August 31, 2009 and of record in Instrument No. 20090902-0082296, Register's Office of Davidson County, Tennessee. Jarisa Marie Fitch and James Wesley Fitch III having since divorced by Final Divorce Decree of record in the Circuit Court for Sumner County, Tennessee, Docket #83CC1-2015-CV-745. Said divorce decree divesting any and all right, title and interest from James Wesley Fitch III to Jarisa Marie Fitch as sole and separate owner. Said property being further conveyed to Calvin E. Bridgeforth, by deed from Jarisa Marie Fitch.

All right, title, and interest in the marital residence is hereby divested out of the Wife and vested in the Husband for the Husband to own as his sole and separate property. Further, the Husband is hereby awarded all of the contents of the marital residence. The mortgage loan for the marital property is listed in the Husband's name only; therefore, the Wife has no liability for the mortgage loan on the property.

III
Personal Property

The parties agree and represent that the parties are currently living separate and apart and have already divided all of their personal property. Each party is hereby awarded all personal property in said party's possession to own as their sole and separate property. Additionally, the Husband is hereby awarded all right, title, and interest in his businesses to own as his sole and separate property, free and clear of any claims of the

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Wife. Further the Husband is hereby awarded all equipment and property of the businesses.

The parties agree that each party shall be entitled to keep any and all life insurance policies maintained by said party.

IV

Debts

The parties agree and represent that they have no joint debts.

The parties agree and represent that they have debt in their individual names, and agree that each party shall be solely responsible for the debt created by each party and to hold the other party harmless.

If a creditor of either makes a claim against the other party, and if that claim is upheld by a Court of competent jurisdiction, and if the other party is required to pay a debt for which he is not responsible, either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including attorney fees. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he or she will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred for prosecuting the action.

Both parties acknowledge that they are aware of the obligations for which they are responsible, and they agree to be responsible for their own obligations, and agree to indemnify the other party and hold them harmless from said obligations.

The parties acknowledge that neither will charge or cause to be charged to the other any purchases after this agreement is executed, and neither will hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party responsible will indemnify and hold the other harmless therefrom.

With respect to each party's responsibility under the terms of this agreement for the payment of certain debts and liabilities, and the obligation of each to hold the other

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harmless from liability, therefore, the parties agree that such obligations are non-dischargeable debts under the Bankruptcy Code, such obligations being part of the final financial support settlement for both parties.

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.

V

Cash and Bank Accounts

The parties agree and represent that they have no joint bank accounts. Each party is hereby awarded their respective individual and/or business bank accounts.

VI

Alimony

The parties hereby agree that the Husband shall pay alimony *in solido* in the amount of $2920.00 to the Wife as follows: $1000 due on December 12, 2017 and $1920 to the Wife's property management company (Knoll Crest Apartments) in increments of $320 per month for six (6) months beginning January 1, 2018 (yes) C.B to be paid directly to the Wife's property management company for the Wife's rent with the payment to be made timely on or before the 1st day of each month as set forth. The Husband has the option to pay the $1920 directly to the Wife's property management company by making a lump sum payment in lieu of the monthly installments.

VII

Automobiles

All right, title and interest in any vehicle being driven by each party shall be vested in each respective party, and the same shall be divested out of the other party. Furthermore, each party agrees to assume any and all financial obligations owing on any such vehicle, and to indemnify the other harmless therefrom. Both parties hereby agree to execute upon presentation any and all documents necessary to effectuate any necessary title transfers. Specifically, the Husband is awarded the 2005 Cadillac CTS, 2005

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Chevrolet Truck and the 2004 Chevy Express to own as his sole and separate property. The Wife is awarded the 2007 Nissan Altima to own as her sole and separate property.

VIII

Retirement Accounts

Each party acknowledges that he or she is aware of any and all retirement accounts, pension funds, 401K accounts, ESOP benefits, ESIP benefits, and any and all other pension and/or retirement salaries, maintained by or for himself/herself, or maintained by or for the other party. Each party hereby waives any and all interest or claim in or to the retirement account, pension funds, 401K accounts, ESOP benefits, ESIP benefits or other pension and/or retirement salaries of the other party, and by execution hereof each party expressly waives such interest or claim.

IX

Tax Consequences

The parties acknowledge that they will seek independent tax advice, and that their respective counsel has not offered nor rendered legal advice concerning any tax effects or ramifications of this Agreement.

X

Prior Tax Liability

If in connection with any federal income tax returns heretofore filed by the parties, there is deficiency assessment, the amount ultimately determined to be due thereon, shall be borne by the parties, or either of them, responsible for the deficiency. Each party represents and warrants to the other that all federal income tax returns filed during the marriage are in all respects true, correct and complete, and that the returns fully and accurately reflect income and deductions for those years.

The parties agree they have filed separate tax returns and each party shall be solely liable for any liability owing as a result of their separate tax return and each party shall maintain any return as his or her separate property as a result of their separate tax return.

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XI

Major Medical and Hospitalization

The parties hereby agree that neither has any obligation to maintain health insurance on behalf of the other.

XII

Modification

A modification or waiver of any provision of this agreement will 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 provision of this agreement will not be construed as a waiver of and subsequent default of the same or similar nature.

XIII

Personal Service of Process & Service by Publication Waived

The parties acknowledge by signing this agreement, that he/she has waived his/her right to personal service of process and service of process by publication, and it shall constitute a general appearance before the Court, which shall give the Court jurisdiction over him/her for the purpose of granting a divorce on the grounds of irreconcilable differences, pursuant to T.C.A. § 36-4-103(A)(2).

XIV

Voluntary Execution

Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. Each believes the terms and condition to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representation of any kind has been made to him or her as an inducement to enter into this agreement, other than the representations as set forth herein.

XV

Court Costs

The parties hereby agree that the Husband shall be responsible for all UNPAID court costs incurred in this cause.

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XVI

Attorney Fees

The parties hereby agree that they shall each be responsible for his or her own attorney fees incurred in this cause.

XVII

Miscellaneous

Each of the parties shall, from time to time, at the request of the other party, execute, acknowledge and deliver to the other party any and all further instruments that may be required to give full force and effect to the provisions of this Agreement.

It is further agreed and understood that this Agreement is intended to be a final settlement of the property rights of the respective parties and full discharge of Husband and Wife from all obligations to support each other except as otherwise provided herein, and a discharge from all other claims, assets, and debts, whether known or unknown, arising out of their marital relationship, and that each party, warranting full disclosure, hereby waives discovery and waives and relinquishes to the other all rights or claims which the other party may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, curtesy, statutory allowance, homestead rights, rights to make against the will of the other, inheritance, dissent or distribution, alimony and spousal support, the right to act as administrator or executor of the other's estate, and supplies to any property that either of them may acquire in the future.

XVIII

Partial Invalidity

The parties hereby agree that if any of the provisions of this Agreement are held to be invalid or unenforceable, or if any of said provisions are modified at a later time by agreement of the parties or other wise, all other provisions shall, nevertheless, remain in full force and effect.

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Entire Agreement

The parties hereby agree 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. The parties acknowledge that they have each read this Agreement in its entirety, and that they have signed it voluntarily and of their own free will and accord.

XX

Discovery Waiver

By signing this Agreement, each party indicates that they do not want to proceed with additional formal discovery, including completion of interrogatories, request for admissions, request for production of documents and depositions of the parties and other potential witnesses designed to discover assets or debts. The parties further release the attorney of record from any obligation to complete the discovery process.

XXI

Incorporation Into Decree

The parties hereto further agree that this Agreement, subject to Court approval, shall be incorporated into and made a part of any Final Decree of Divorce, which may be entered hereafter.

XXII

Withdrawal of Counsel

The parties agree that upon entry of the final decree of divorce in this cause, Cynthia Greene-Campbell shall relieved as attorney of record for the Husband and Jeremy Parham shall be relieved as attorney of record for the Wife.

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IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated beside their respective signatures below.

12-12-17
DATE

Calvin Eric Bridgeforth
CALVIN ERIC BRIDGEFORTH

12-12-17
DATE

Deborah Denise Bridgeforth
DEBORAH DENISE BRIDGEFORTH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, Notary Public in and for said County and State, the within named CALVIN ERIC BRIDGEFORTH with whom I am personally acquainted, and who after being duly sworn according to law, made oath that he executed the foregoing instrument on the date listed above, and that he did so of his own free will and accord.

Amanda R Thornton
Notary Public

My commission expires: 10/17/2019

AMANDA RAYE THORNTON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, the within named DEBORAH DENISE BRIDGEFORTH, with whom I am personally acquainted, and who after being duly sworn according to law, made oath that she executed the foregoing instrument on the date listed above, and that she did so of her own free will and accord.

Amanda Raye Thornton
Notary Public

My commission expires: 10/7/2019

AMANDA RAYE THORNTON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the UNPAID costs of this cause shall be taxed to the Husband, for which execution may issue if necessary.

ENTERED this 10th day of January, 2018.

PHILIP SMITH, JUDGE

Submitted for Entry:

Cynthia Greene-Campbell, BPR#026333
LAW OFFICE OF CYNTHIA GREENE-CAMPBELL
215 2nd Avenue North, Suite 102
Nashville, Tennessee 37201
(615) 596-7440

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent on 1/10/18 to:
Jeremy W. Parham, Attorney at Law
5505 Edmondson Pike, Suite 102
Nashville, Tennessee 37211

CYNTHIA GREENE-CAMPBELL

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CERTIFICATE OF SERVICE

DOCKET NO. 17D946

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 18TH day of JANUARY, 2018.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

CYNTHIA GREENE-CAMPBELL, ATTORNEY
LAW OFFICE OF CYNTHIA GREENE-CAMPBELL
215 2ND AVE. NORTH, SUITE 102
NASHVILLE, TN 37201

JEREMY W. PARHAM, ATTORNEY
5505 EDMONDSON PIKE, SUITE 102
NASHVILLE, TN 37211

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 10 day of JANUARY, 2018, in Docket Number 17D946 between BRIDGEFORTH, CALVIN ERIC, Plaintiff, and BRIDGEFORTH, DEBORAH DENICE, 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 21 day of FEBRUARY in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: C Stone

Deputy Clerk

[SEAL]

