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Franklin, TN 37064-3982

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20180601-0052640

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON LODGED

HELLEN MARIE MARLER
Plaintiff,
vs.
DAVID MICHAEL THOMAS
Defendant.

FEB 1 8 2016

NO. 2015-CV-362

ENTERED
AT 10:00 AM
FEB 25 2016

FINAL DECREE OF DIVORCE

This cause came to be considered this day of 2016, before the **Honorable C.K. Smith, Chancellor** of the Chancery Court for Wilson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff and upon the entire record, the Court finds that the parties have suffered irreconcilable differences in their marriage; the Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any and all claims and property rights between the parties; the Court further finds that such agreement supersedes, voids and revokes any prior agreement between the parties; and further, that such marital dissolution agreement should be approved and made the decree of this Court, the Court further finds that the parties have agreed to waive venue and jurisdiction allowing this cause to remain in this Honorable Court:

It is Therefore, ORDERED, ADJUDGED, AND DECREED that the Plaintiff, HELLEN MARIE MARLER, is hereby awarded an absolute divorce from the Defendant, DAVID MICHAEL THOMAS, on the grounds of irreconcilable differences, T.C.A. Sections 36-4-101(11) and 36-4-103 and she is hereby restored to all the rights and privileges of an unmarried person; It is further ORDERED that the parties take notice that the Marital Dissolution Agreement and the Final Decree of Divorce do 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 agreement or decree for an account, any debt associated with an account or any debt. The parties further take notice that it may be in a party's best interest to cancel, close or freeze any jointly held accounts; The Parties have entered into a Marital Dissolution Agreement which has been filed with this Court:

The parties current addresses are as follows:

David Michael Thomas	Hellen Marie Marler
720 Arbor Crest Blvd	291 Delvin Drive
Antioch, TN 37013	Antioch, TN 37013

The parents have joined into a shared parenting plan marked as Exhibit #A. The Court also finds that the parties have made adequate and sufficient provision for the maintenance, visitation and support for the two minor children. The Court further finds that the parties hereby affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that court approval must be obtained before child support can be reduced unless such payments are automatically reduced or terminated under the terms of the agreement

It is **ORDERED, ADJUDGED AND DECREED** that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court

The Final Costs of this cause will be paid by the Plaintiff for which execution may issue if necessary

This the 25th day of February 2016.

C.K. Smith

C.K. Smith, Chancellor

APPROVED FOR ENTRY:

Brian O. Bowhan (BPR#14760)
4741 Trousdale Drive, Suite 118
Nashville, TN 37220
(615) 333-5878
Attorney for Plaintiff

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.
30 day of May, 2018.
BARBARA WEBB, CLERK & MASTER
Avery Aloup D. C&M

CERTIFICATE OF SERVICE

I hereby certify that I have, on this 16th day of February 2016, served the foregoing order on the Defendant by placing a true and correct copy of it in the U.S. mail with proper first class postage affixed and addressed to:

David Michael Thomas
720 Arbor Crest Blvd
Antioch, TN 37013

Brian O. Bowhan

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AT LEBANON

HELLEN MARIE MARLER
Plaintiff,
vs.
DAVID MICHAEL THOMAS
Defendant.

NO. 2015CV-362

FILED
A.M. FEB 18 2016 P.M.
2:36
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO. TN

MARITAL DISSOLUTION AGREEMENT

This agreement is made and entered into on the date hereinafter recited by and between HELLEN MARIE MARLER, hereinafter referred to as "WIFE" and DAVID MICHAEL THOMAS, hereinafter referred to as "HUSBAND", subject to the following terms and conditions:

WITNESSETH:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and.

WHEREAS, the parties have suffered certain "irreconcilable differences" of their marriage resulting in their marriage relationship becoming irretrievably broken with no apparent possibility of reconciliation and the parties are now living apart; and,

WHEREAS, the parties desire to enter into this Agreement, not out of levity or by collusion, but to amicably and finally settle their differences with respect to property rights, not only for now, but for the future, it being the intention that such contract will be effective with respect to all of their property irrespective of whether a divorce is finally concluded between the parties; and.

WHEREAS, the parties intend to tender this Agreement to the Court for its approval and ratification in the event a divorce is granted in this cause,

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and questions, including child support and custody, and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the defendant being aware said suit has been filed which is in lieu of service of process pursuant to Tennessee Code Annotated Section 36-4-103(a)(2) and that venue, jurisdiction and service is waived and this cause will be considered in the Chancery Court for Wilson County, Tennessee, the parties agree as follows:

1 Both parties agree to waive any and all rights to alimony

2. **REAL PROPERTY:**

The parties stipulate that the real property located at 291 Delvin Drive, Davidson County, Antioch, Tennessee, is property and has little equity if any, and is to be the sole and separate property of the Wife.

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Husband is free and clear from any claim by Wife. Said real property is free and clear of any claim of the Husband and Husband is divested of any right, title or interest therein in said real property. Said property description is as follows:

> BEING LOT NO. 4 ON THE PLAN OF TUSCULUM GARDENS, AS OF RECORD IN PLAT BOOK 4660, PAGE 35, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH SAID PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION THEREOF

3. Neither Husband nor Wife have any other interest of any kind in any other real estate.

4 **MINOR CHILDREN**: HUSBAND and WIFE are the parents of two minor children, Natalie Sheleen Marler-Thomas and David Todd Marler-Thomas. Attached as Exhibit A are the rules for minimum parenting plan requirements acceptable to the Chancery Court of Wilson County, Tennessee.

5. Wife will hold Husband free, harmless, and indemnified against any mortgage secured by the said property located at 291 Delvin Drive, Antioch, TN The parties have no joint debts of which the Plaintiff is aware.

6 Husband and Wife have amicably divided all of their personal property acquired during the marriage. Further, Husband and Wife agree that all property now in possession of the other is sole and separate property of the other free and clear of any claim of the other party.

7 Each party shall assume, be solely responsible for, hold the other party harmless upon, and indemnify the other party for any debt created by that party both before and after the date of separation of the parties.

8. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action

9. Each party acknowledges that this is a sufficient, fair and equitable settlement of all the property rights between the parties.

10 The parties take notice that this Agreement and the Final Decree of Divorce do 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 agreement or decree for an account, any debt associated with an account or any debt. The parties further take notice that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

11. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement of property rights of the respective parties hereto and is a full discharge of Husband from all other obligations to support the Wife, and a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in

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

12. Each of the parties hereto covenants with the other that, from this date forward, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any further debt for the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

13 This Marital Dissolution Agreement shall be binding upon and inure to the benefit of the parties hereof, their personal representatives, heirs, and assigns.

14. Husband accepts the provisions of this Marital Dissolution Agreement in full and final settlement of all claims and demands for support or maintenance for himself and fully discharges Wife from all such claims and demands.

15. Each of the parties will execute and deliver to the other party any document that may be reasonably required to accomplish the intent of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with force and effect as shall be necessary to effectuate the terms of this Agreement.

16 It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Marital Dissolution Agreement, that it is sufficient, fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

17. The Husband acknowledges that this Agreement is made in reference to the divorce which will be filed in the above-named Court and Husband knowingly and freely waives filing an answer in this action, and this Agreement is signed by his hand in lieu of service of process.

18. Husband and Wife each acknowledge that this Agreement is entered into after a full disclosure by the other of all financial and other information relative to his or her and their joint income, debts, and ownership of property

19. Husband acknowledges that Brian O. Bowhan represents Wife, and not Husband; that he understands that he has the right to be represented by his own counsel now, or at any time during this divorce proceeding, and that he is not relying upon any representations or advice by Brian O Bowhan in entering into this Agreement, that he has received no legal advice from Brian O.

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Bowhan, and that he does not want to rely upon any legal representation from Brian O Bowhan

20. Any process in any action or proceeding commenced in the courts of the State of Tennessee or elsewhere having competent jurisdiction of both the subject matter and of the persons and arising out of this Agreement, that among other methods each party may be served by delivering or mailing the same, via registered or certified mail addressed to the other party at the address first above written or such other address as may be designated by either party in writing and delivered to the other party. Any such delivery or mail service shall be deemed to have the same force and effect as personal service with the State of Tennessee or the jurisdiction in which such action or proceeding may be commenced.

21 If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this agreement shall remain in full force and effect.

22 The parties agree that the effective date of this agreement is to be the date it is executed by the last to sign

IN WITNESS WHEREOF, the parties have set their signatures

12/14/15 — DAVID MICHAEL THOMAS
DATE

11-19-15 — HELLEN MARIE MARLER
DATE

STATE OF TENNESSEE |
COUNTY OF ____ |

AFFIDAVIT

On this 14 day of Dec, 2015, personally appeared DAVID MICHAEL THOMAS, to be known to be the person whom executed the foregoing instrument and acknowledge that he executed the same as the free act and deed of said DAVID MICHAEL THOMAS.

Notary Public
My Commission Expires: 07/28/19

JOSE QUEZADA
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF TENNESSEE |
COUNTY OF DAVIDSON |

AFFIDAVIT

On this 19th day of November, 2015, personally appeared HELLEN MARIE MARLER, to be known to be the person whom executed the foregoing instrument and acknowledge that he executed the same as the free act and deed of said HELLEN MARIE MARLER.

Notary Public
My Commission Expires: 8-7-2017.

MARILYN A. BYRD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

True Copy Certification

I, Penny Y. Ray, 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 that this is a true and correct copy of the original document executed and authenticated according to law.

Penny Y. Ray
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Patricia Haggard a notary public for this county and state, Penny Y. Ray who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 5/6/19
Notary' Seal (if on paper)

