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

2018 MAY 30 AM 9:57

RICHARD R. ROOKER, CLERK

SHANNON DANNER WALKER, **Plaintiff/Wife,**	)	
v.	)	**Docket No. 17D-1717** D.C.
JAMES STANLEY WALKER, **Defendant/Husband.**	)	

FINAL DECREE OF DIVORCE

This cause came to be heard upon the 30th of May, 2018 before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the filing of Wife's Complaint for Divorce, expiration of the statutory waiting period, execution by the parties of a Marital Dissolution Agreement, statement of counsel for the Husband, and the entire record. From all of which, the Court affirmatively finds that the Marital Dissolution Agreement provides for the fair and equitable division of the property and debts of the parties and it should be approved and made the Order and judgment of the court.

It is therefore ORDERED, ADJUDGED AND DECREED that the parties are declared divorced pursuant to T. C. A. § 36-4-129(b), and that both parties shall be hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as an Order of this Court, and it is more particularly set out as follows, to wit:

Bill Garrett Davidson County
Batch# 105267 DEEDDIV
06/15/2018 01:07:29 PM 19 pgs
Fees: $97.00 Taxes: $0.00
20180615-0057817

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FILED
2018 MAY 29 AM 9:43
D.C.

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

SHANNON DANNER WALKER, **Plaintiff/Wife,**	)	
v.	)	**Docket No. 17D-1717**
JAMES STANLEY WALKER, **Defendant/Husband.**	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made by and between the parties, **SHANNON DANNER WALKER,** (hereinafter referred to as "Wife") and **JAMES STANLEY WALKER,** (hereinafter referred to as "Husband");

WHEREAS, the parties were married on May 31, 2009 in Nashville, Tennessee; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County Tennessee under Docket No. 17D1717, and the parties have no expectation of renewing their marital relationship;

WHEREAS, the parties as a consequence of disputes and apparent differences wish to make arrangements in connection with the dissolution of their marriage and to settle amicably all property, and marital property and debts growing out of the marital relationship;

IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

1. **DIVORCE:** Pursuant to Tennessee Code Annotated Section 36-4-129(b), upon the parties stipulation that irreconcilable differences have arisen and that they have no expectation of renewing their

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marital relationship, the parties are hereby declared divorced. The parties acknowledge and agree that this Marital Dissolution Agreement shall be presented to the Court for ratification and approval as soon as possible from and after its execution and, upon approval by the Court, shall be incorporated into a Final Decree of Divorce.

2. **CHILDREN**: There are no minor children born of this marriage.

3. **REAL PROPERTY.** Husband and Wife currently own a residence and property at 812 Lealand Court, Nashville, TN 37204 and said property is jointly titled. The parties agree that Wife shall be, and is hereby, awarded all right, title and interest in and to the residence and property, free of any claim of the Husband. Husband shall be divested of all right and title in said real property, Map Number and Parcel No. 132 01 0C 007.00CO, which is more fully described as follows:

> Land in Davidson County, Tennessee being Lot No. 7 on the final plat of Section One Lealand Hall, of record in Instrument No. 20080220-0016769, Register's Office for Davidson County, Tennessee, to which Plan Reference is hereby made for a more complete and accurate description of said lot.
>
> Being the same property conveyed to Drees Premier Homes, Inc. by Warranty Deed from Nashville Property Managers, LLP, A Tennessee Limited Liability Partnership, Dated June 15, 2009, of Record in Instrument No. 20090618-0057021, Register's Office for Davidson County, Tennessee.

Husband shall sign a Quitclaim Deed transferring any marital interest he may have in said real property. Starting June 1, 2018 Wife be responsible for and shall indemnify and hold Husband harmless on any liability whatsoever related to the residence and shall be solely responsible for timely payment of the monthly mortgage note, including any and all utilities, all property taxes, all insurance expenses, all maintenance and upkeep expenses, and Wife shall hold Husband harmless from any further liability thereon.

4. **AUTOMOBILES.**

a) Husband shall be awarded all right, title and interest in and to the 2004 Toyota 4Runner Vehicle

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Identification #_____. This vehicle is unencumbered. Husband shall be responsible for insurance expenses, maintenance and upkeep expenses, and hold Wife harmless for same.

b) Husband shall be awarded all right, title and interest in and to the 2015 Jaguar F-Type Identification #_____. This vehicle is encumbered. Husband shall be responsible for insurance expenses, maintenance and upkeep expenses, and hold Wife harmless for same.

c) Wife shall be awarded all right, title and interest in and to the 2014 Toyota Sequoia, Vehicle Identification # _____. This vehicle is unencumbered. Wife shall be responsible for insurance expenses, maintenance and upkeep expenses, and hold Husband harmless for same.

5. **PERSONAL PROPERTY**. The parties have agreed to an equitable division of all their items of household furniture and personal property, which is reflected on the list attached hereto as **Exhibit A.** All personal property shall be exchanged within thirty (30) days of the signing of this Marital Dissolution Agreement. Each party shall receive these items free and clear of any claim, title, right and/or interest of the other spouse.

6. **BANK ACCOUNTS.** Each party is awarded all checking and savings accounts in his or her individual name free and clear of any claim, right and/or interest of the other. From the date of this agreement, each party shall be responsible for their respectively awarded accounts. Neither shall make withdrawals from the other's account without the account owner's express written permission and each party shall be solely responsible for and shall indemnify the other spouse from any obligations incurred on any accounts of the owner of the other.

Wife shall be awarded the joint bank account at Bank of America ending in 6200 and shall close the account within thirty (30) days of the Entry of the Final Decree of Divorce.

7. **RETIREMENT ACCOUNTS.** Each party is awarded all retirement accounts in his or her individual name free and clear of any claim, right and/or interest of the other. From the date of this

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agreement, each party shall be responsible for their respectively awarded accounts.

8. **INVESTMENTS:** Each party is awarded all investment accounts in his or her individual name free and clear of any claim, right and/or interest of the other. From the date of this agreement, each party shall be responsible for their respectively awarded accounts.

Wife is specifically awarded her interests in the Fundx Investment Accounts and shall hold Husband harmless for any outstanding stock purchase loans.

9. **LIFE INSURANCE.** Each party is awarded any life insurance policies in their individual names and shall be allowed to designate the beneficiary of their choice.

Wife is specifically awarded the following Life Insurance Policies:

a) State Farm Life Insurance policy ending in [redacted]

Husband is specifically awarded the following Life Insurance Policy:

b) State Farm Life Insurance policy ending in [redacted]

10. **ALIMONY**. Wife waives any claims for alimony from whether it be alimony *in solido*, *in futuro*, transitional, and/or rehabilitative. Wife shall pay to Husband an alimony *in solido* payment of $25,000.00 as soon as possible after execution of this Agreement.

11. **DEBTS**. Each party shall be solely responsible for the debts that they have incurred in their sole and separate names and shall indemnify and hold the other harmless from any liability thereon.

Husband shall be solely and separately responsible for paying all indebtedness owed on:

a) The Bank of America card ending in [redacted] and shall indemnify and hold Wife harmless from any liability thereon.

b) The Nordstrom Visa card ending in [redacted] and shall indemnify and hold Wife harmless from any liability thereon.

c) The Citi Simplicity card ending in [redacted] and shall indemnify and hold Wife harmless from

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any liability thereon.

d) The Citi Advantage card ending in [redacted] and shall indemnify and hold Wife harmless from any liability thereon.

Wife shall be solely and separately responsible for paying all indebtedness owed:

a) The Home Design/Synchrony Bank card ending in [redacted] and shall indemnify and hold Husband harmless from any liability thereon.

b) The TD Bank (Renovate) card ending in [redacted] and shall indemnify and hold Husband harmless from any liability thereon.

12. MEDICAL INSURANCE. Husband and Wife have separate insurance policies and shall each be responsible for paying for and maintaining their separate policies. Wife stipulates that she has complied with the terms of Tennessee Code Annotated §56-7-2365.Husband acknowledges receipt of the notice of these facts from Wife.

13. ATTORNEY FEES AND MEDIATION COSTS. The parties agree that each party shall be responsible to pay any and all of their unpaid individual and separate attorney fees to their attorneys. Husband shall be solely responsible to pay all of his individual and separate attorney fees to his attorney, Gene F. Guerre, and the law firm of Rogers, Kamm & Shea. Wife shall be solely responsible to pay all of her unpaid individual and separate attorney fees to her attorney, Sean Martin, John Wilks and the Law Office of Martin Heller Potempa & Sheppard, PLLC. Husband shall pay all of the costs of mediation to Ed Silva.

14. COURT COSTS. Husband and Wife shall equally divide any unpaid court costs associated with the divorce proceeding pending in the Fourth Circuit Court of Davidson County, Tennessee.

15. CREDITORS. Pursuant to the provisions of *Tennessee Code Annotated § 36-4-134*, by

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their signatures appearing below the parties warrant and acknowledge they have each read and understand the following notice: The provisions of this Marital Dissolution Agreement do not necessarily affect the ability of a creditor to proceed against a party to this Agreement, or that party's property, even though the party is not responsible to a creditor under the terms of this Agreement 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.

16. **TORT CLAIMS.** The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

17. **TAXES**. Each party agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned and/or received by him or her or losses or deductions taken by him or her during any year for which the parties file, or have filed, joint income tax returns. Further, each party agrees to hold the other party harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due. The parties shall file separate tax returns for 2017. Each party agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned and/or received by him or her or losses or deductions taken by him or her for the 2017 tax year. Further, each party agrees to hold the other party harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due for the 2017 tax year.

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The parties intend and agree that all transfers of property as provided for herein are subject to the provision Section 1041, Internal Revenue Code of 1954 as amended, entitled "Treatment of Transfers of Property Between Spouses or Incident to Divorce", and that they shall be accounted for and reported on his or her respective individual income tax returns in such a manner such that no gain or loss shall be recognized as a result of the division and transfer of property as provided for herein. Each party shall file his or her Federal and State tax returns, and report his or her income and losses thereon, consistent with the foregoing intent of reporting the division and transfers of property as a non-taxable event.

18. **INDEMNIFICATION**. In the event a creditor of either party seeks makes a claim against the other party, which is upheld by a Court of competent jurisdiction to pay any debt for which the other party is 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 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.

19. **ENFORCEMENT.** In the event that it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

20. **INCORPORATION INTO FINAL DECREE.** It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the Fourth Circuit Court of Davidson County, Tennessee. This Agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

21. **FINAL SETTLEMENT.** It is understood and agreed between the parties that this

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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 of any and all claims arising out of their marital relationship. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent, or distribution, or right to act as an administrator or executor of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

22. **REVOCATION OF BENEFICIARY**. The parties agree that documents heretofore executed by either party which designate the other party as a beneficiary, if any, will be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party will receive any proceeds as a beneficiary of the other party from and after execution of this Agreement.

23. **BINDING.** This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

24. **FULL DISCLOSURE.** The parties acknowledge that there are no assets owned by them, either jointly or separately, and that they have no interest in any other assets other than those which are reflected by the terms of this Agreement. The parties warrant and represent that they have made full and complete disclosure to each other and their respective attorneys of all assets in which they have an interest. Should it develop there were undisclosed assets, the party to whom the assets were not disclosed shall have the right to an equitable share of same. This claim is specifically reserved to each party and is not

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discharged by the remaining terms of this Agreement.

25. **VOLUNTARY AGREEMENT.** Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation and or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. Both parties are represented by counsel.

26. **ENTIRE UNDERSTANDING.** This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

27. **SEVERABILITY.** In the event 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.

28. **EXECUTION OF DOCUMENTS.** It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

29. **AMENDMENT OF AGREEMENT.** This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

30. **TENNESSEE LAW.** This Agreement shall be construed under the laws of the State of Tennessee.

31. **ENFORCEMENT BY MOTION.** The parties acknowledge that the signing of this Agreement shall confer on either party the right to compel enforcement of this Agreement by motion to the Court.

32. **TAX CONSEQUENCES.** The parties acknowledge that they have been separately advised

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by their respective attorneys that there may be certain tax consequences pertaining to this Agreement, that neither attorney has furnished tax advice with respect to this Agreement, that each party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this Agreement and that they have had the opportunity to do so, if applicable; and have availed themselves of that opportunity by obtaining said tax advice.

33. **REAL ESTATE ADVICE**. The parties acknowledge that they neither received not relied upon their counsel in this divorce for expert legal advice in real estate law. Both parties acknowledge and understand that they had the opportunity to consult with a real estate attorney and knowingly and voluntarily waive the opportunity. Similarly, they understand that a title search and home inspection may reveal information not known to them about their real estate, but they have elected to forgo those processes and to nonetheless enter into this agreement.

34. **MOBILE PHONE NUMBER**. Within seven (7) days of the execution of this Agreement Husband agrees to take all necessary steps and cooperate with Wife in order to release her mobile phone number ending in -0121 to her.

IN WITNESS WHEREOF, the parties have set their signatures.

May 16, 2018
DATE

Shannon Danner Walker
SHANNON DANNER WALEKR

May 16, 2018
DATE

JAMES STANLEY WALKER

JW SW

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named **SHANNON DANNER WALKER** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires 2/26/2022.
DATE

DENISE L. COLE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named, **JAMES STANLEY WALKER,** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires 2/26/2022.
DATE

DENISE L. COLE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

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EXHIBIT A

FILED
2018 MAY 29 AM 9:43
RICHARD

Husband's separate property:
Clothing
Tools
Books
DVD's and Lecture CD's
Baker's rack
6 bookcases
9 long guns
6 handguns
2 arm chairs
Rolling leather office chair
Desk (upstairs)
Filing cabinet (upstairs)
Writing desk with book hutch (Dailey's room)
Walnut display cabinet (living room)
Cannondale road bike
Cannondale mountain bike
Kayak
Library table
Rice cooker
Flatware set
Corelle dish set
Pedestal table
Workbench and vise
Luggage
Crystal drinking glasses

Wife's separate property:
3 kayaks
Dining room set
Couch set (upstairs)
Bedroom set (Grace's room)
Bedroom set (Dailey's room)
Rolling tool chest

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Work bench and lathe
Clothing
Luggage

Marital Property awarded to Wife:
Jewelry $25,000
Thule bike carrier $500
Thule luggage carrier $300
Bedroom set (guest room) $1000
Bedroom set (master) $3500
Tempurpedic mattress $4000
55" TV $500
Side table $150
Credenza $1000
Vitamix $300
Toaster $200
Coffee maker and grinder $100
Slow cooker $100
Roasting pan and rack $100
Food processor: $50
Desk (master bedroom) $200
Dogtra $200
2 Dog carriers $150
Bathroom scales $20
Mariner's lamp $200
Crystal lamp $100
Australian shepherd $50
Pots and pans (1/2)
Kitchen knife set $60
~~Knife sharpener $50~~
~~Garden hoses and caddies (3) $50~~

Marital Property awarded to Husband:
Bernelli shotgun $900
Browning AR .300 Magnum hunting rifle $500
Lawn mowers (2) $200

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Sound system with speakers $900
Chainsaw $500
Steamer $35
Buffer $20
Leather sofa $1500
Leather chair $800
Leather chair with footrest $1000
TV (master bedroom) $50
Bose radio $50
Dogloo doghouse $150
~~Bathroom scales $20~~ SW
~~Mariner's lamp $200~~ SW
~~Crystal lamp $100~~ SW
German shepherd $500
~~Australian shepherd $50~~ SW
Pots and pans (1/2) SW
~~Kitchen knife set $60~~ SW
Knife sharpener $50
Garden hoses and caddies (3) $50

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It is further ORDERED, ADJUDGED AND DECREED that this Final Decree 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 decree for an account, any debt associated with an account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

It is further ORDERED, ADJUDGED and DECREED that the addresses for the parties are as follows:

Shannon Danner Walker
812 Lealand Court
Nashville, Tennessee 37204

James Stanley Walker
P. O. Box 121073
Nashville, Tennessee 37212

It is further ORDERED, ADJUDGED AND DECREED that Martin Heller Potempa & Sheppard, PLLC and attorney Sean J. Martin are relieved as attorneys of record for the Husband if no action is filed in this cause within thirty (30) days of entry.

It is further ORDERED, ADJUDGED AND DECREED that the unpaid costs of this cause should be and are hereby taxed to Husband and Wife equally, for which let execution issue, if necessary.

ENTERED this 30th day of May 2018.

JUDGE PHILIP E. SMITH

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APPROVED FOR ENTRY:

Sean J. Martin (20196)
MARTIN HELLER POTEMPA & SHEPPARD, PLLC
2122 21st Ave. South
Nashville, Tennessee 37212
615-800-7096
smartin@mhpslaw.com

Attorneys for Wife

Gene F. Guerre, (35163)
The Wind in the Willows Mansion
2205 State Street
Nashville, TN 37203
(615) 320-0600
gene@thewindinthewillowslaw.com

Attorney for Husband

CERTIFICATE OF SERVICE

I hereby certify that the following parties were mailed the foregoing document via U.S. mail, postage prepaid:

Gene F. Guerre, (35163)
The Wind in the Willows Mansion
2205 State Street
Nashville, TN 37203
gene@thewindinthewillowslaw.com
Attorney for Husband

This the 29th day of May, 2018.

Sean J. Martin

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 30 day of MAY, 2018, in Docket Number 17D1717 between WALKER, SHANNON DANNER, Plaintiff, and WALKER, JAMES STANLEY, 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 14 day of JUNE in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: C Hawkins
Deputy Clerk

[SEAL]

