Karen Johnson Davidson County
Batch# 219406 DEEDDIV
04/18/2019 08:56:15 AM 19 pgs
Fees: $97.00 Taxes: $0.00
20190418-0035687

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 27 day of FEBRUARY, 2019, in Docket Number 18D1555 between GLOVER-BICKHART, LUCAS CHARLES, Plaintiff, and MOORE, PAULA RUTH, 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 10 day of APRIL in the year two thousand nineteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

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

2019 FEB 27 PM 2:53

LUCAS CHARLES GLOVER-BICKHART, Plaintiff/Husband,	)	DOCKET No. 18D-1555
vs.	)	Judge Smith
PAULA RUTH MOORE, Defendant/Wife.	)	NOTICE OF ENTRY REQUESTED

FINAL DECREE OF DIVORCE

This cause came to be heard on the 27th day of February 2019, before the Honorable Philip Smith, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the Husband's Complaint for Absolute Divorce filed September 14, 2018, submission to the Court of a duly executed Marital Dissolution Agreement, testimony of Husband in open court, and the entire record as a whole from all of which the Court finds such irreconcilable differences exist between the parties as would entitle Husband to an absolute divorce.

The Court affirmatively finds that Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any property rights between them and should be approved; and that the sixty-day waiting period, as required by statute, has lapsed.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff/Husband Lucas Glover-Bickhart should be and is hereby granted an absolute divorce from Wife Paula Moore on the ground of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons, and the bonds of matrimony heretofore existing between the parties are perpetually dissolved.

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 is as follows:

18D1555

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Plaintiff, **LUCAS CHARLES GLOVER-BICKHART** (hereinafter referred to as "Husband"), and Defendant, **PAULA RUTH MOORE,** (hereinafter referred to as "Wife"), subject to the following premises, terms, and conditions:

FILED
2018 FEB 12 PM 3:18
RICHARD R. ROOKER, CLERK
D.C.

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Husband filed a Complaint for Divorce against Wife on September 14, 2018, same being Docket No. 18D-1555 in the Fourth Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marriage; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. **DIVORCE**. Husband shall obtain a divorce against Wife on the ground of irreconcilable differences. This Agreement shall be presented to the Court for approval and incorporation into the Final Decree.

2. **REAL PROPERTY**. The parties jointly own real improved property located at 732 Woodcraft Dr., Nashville, TN 37214 ("marital residence") which is described as:

> Land in Davidson County, Tennessee, being Lot No. 17 on the plan of Percy Prief Woods Subdivision (Revision of Cheswicke Park, P.U.D) as of record in Book 9700, page 384, said Register's Office, to which plan reference is hereby made for a more complete and accurate description.

The parties agree that Wife shall be awarded the marital residence. All right, title, and interest in and to the marital residence shall be vested in Wife as her sole and separate property, free and clear of any claims by Husband. There is a primary mortgage on the marital residence in Husband and Wife's name, and Wife shall be required to refinance the property in her name alone within ninety (90) days after the entry of the Final Decree, subject to the provisions listed herein. Wife has retained control of the marital residence since the parties' separation on September 1, 2018. She shall continue to reside therein and shall be responsible for all mortgage payments pending the entry of the Final Decree and refinance of the mortgage. Wife agrees to indemnify and hold Husband harmless from the claims for any creditors relating to said mortgage from the date of separation, September 1, 2018, until the property is refinanced. Wife shall further be responsible for all expenses related to the marital residence, including but not limited to, real estate taxes, insurance, utilities, and repairs.

The parties agree that Wife shall refinance the marital residence for an amount not less than **Two Hundred Thousand Dollars and No Cents ($200,000.00)**, which they agree is the fair market value of the home. The parties waive their right to any further appraisal of the property for the purpose of determining marital interest and division of

property. The parties agree that the equity in the marital residence shall be calculated and distributed as follows:

(a) The parties agree that the "equity" to be divided, for the purposes of this agreement, is defined as the agreed fair market value ($200,000.00) less the mortgage debt as of September 1, 2018 ($127,103.37). The agreed equity to be divided as a marital asset is accordingly **$72,896.63**; and

(b) Any and all costs associated with refinance, including closing costs and appraisal, shall be paid equally by the parties and shall deducted from the equity, as defined in subsection (a) above before any distribution is made; and

(c) Wife shall be credited with the initial eight thousand dollars ($8,000) she solely and separately contributed with premarital assets to the down payment on the marital residence. This amount shall be to be deducted from the equity as defined in subsection (a) above before any further distribution is made ($64,896.63 is revised equity figure before closing costs); and

(d) The remaining equity—after deduction of refinance costs—shall be divided in equal (50-50) shares between the parties. Wife shall be allowed to pay Husband his share of the remaining equity division in three (3) equal payments. The first payment is due at the time of refinance closing, the second payment is due no later than twelve (12) months after the refinance, and the final payment is due no later than twenty-four (24) months after the refinance. Husband shall be entitled to a lien against the property to secure the payment of his share of the equity. Nothing in this Agreement prevent or prohibits Wife from paying the final equity distributions early.

If Wife is unable to successfully refinance the marital residence within ninety (90) days from the entry of the Final Decree, then the marital residence shall be placed on the

market for sale within sixty (60) days thereafter. The parties shall work together to agree on a listing agent, and the parties shall be equally responsible for any reasonable expenses, including closing costs, associated with the sale. The parties shall split the proceeds of the sale, after all costs and expenses are paid/reimbursed, equally (50/50). Should the marital residence be placed on the market, Wife shall still be entitled to the return of her $8,000.00 down payment funds contributed with separate property. The division of proceeds from the sale shall be calculated as of the date of closing, after the current mortgage debt is paid, and not at the date of separation.

3. **VEHICLES**. The parties hereby warrant to one another that the vehicles described in this section are the only vehicles, boats and/or trailers owned by the parties either jointly or individually. The parties are each awarded the vehicles currently in their possession.

Husband is awarded as his separate property his 2009 Nissan Maxima which is titled solely in his name and Wife is divested of any interest in said automobile. Husband shall be solely and separately responsible for any indebtedness remaining on this vehicle. Husband shall indemnify Wife and hold harmless from the claims of all creditors for debt related to this vehicle.

Wife is awarded as her separate property her 2011 Nissan Altima titled solely in her name and Husband is divested of any interest in said automobile. There is no indebtedness on this vehicle.

Each party has already obtained separate insurance coverage and provided proof of separate liability to the other party. Neither party is listed on the title to the other's vehicle so no transfer of title is necessary.

4. **HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY**. The parties agree and acknowledge that they have previously divided all their personal property and household furnishings, and each shall be awarded the personal property currently in their possession and shall be divested of any interest in the possession of the other party. Wife shall be awarded all property remaining in the marital residence.

5. **DEBTS**. Except as otherwise provided herein, each of the parties shall be responsible for payment of any and all debts listed in their sole names and shall indemnify and hold the other party harmless thereon. The parties have no debts that are in their joints names other than the mortgage listed in Section 2.

NOTICE: This Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's personal property, even though the party is not responsible under the terms of this Agreement for an account, any debt associated with an account or any debt. It may be in your best interest to cancel, close, or free any jointly held accounts.

6. **RETIREMENT, INVESTMENT, PENSION AND/OR STOCK ACCOUNTS**. The parties have no joint retirement, investment, and/or stock accounts. They shall each be awarded, as their sole and separate property, any retirement, investment, and/or stock accounts, including any military pensions, in their individual names free and clear of any claim by the other party.

7. **BANK ACCOUNTS**. The parties are each awarded their own individual bank accounts, with any funds therein, free and clear of any claim by the other. The parties have only one joint bank account with no funds which will be closed within ten (10) days of the entry of the Final Decree.

8. **ALIMONY**. The parties agree that neither shall receive alimony, and they

are waiving the right to bring any such claim.

9. **LIFE INSURANCE**. Each party shall be, and is hereby, awarded any and all life insurance policies, if any, listed in his or her name, free and clear of any claim by the other party. All right, title, and interest of either party in and to any life insurance policy awarded to the other party by the terms of this Agreement shall be, and is hereby, divested out of that party and vested absolutely in the other party according to the terms of this Agreement.

10. **HEALTH INSURANCE.** Both parties are currently insured through Husband's group health insurance coverage offered by his employer. Both Husband and Wife acknowledge and agree that, no later than thirty (30) days after the entry of the Final Decree of Divorce, each party shall be responsible for obtaining and maintaining their own respective health insurance coverage (subject to such rights as Wife may have, under COBRA, to continue coverage pursuant to Husband's health insurance policy provided by his employer). The parties further acknowledge that, as of the date of execution of this Agreement, each party shall likewise be solely and separately responsible for their individual health and hospitalization costs not covered by insurance. The parties agree to comply with the provisions set forth in T.C.A. §56-7-2366. Husband will serve and file the required health insurance notice.

11. **ATTORNEY FEES/COURT COSTS**. Each party shall pay their own attorney fees accrued in this matter. Husband has paid the filing fee in this matter. The parties will split equally any unpaid court costs.

12. **MEDIATION – AGREEMENT BETWEEN THE PARTIES BINDING CONTRACT.** This matter was negotiated without the necessity of formal mediation. However, the provisions contained herein are the result of an agreement

between the parties and is a legal and binding contract. Neither party will refute the terms of this contract, except for good cause, and this contract will be made a part of the Final Decree. If either party attempts to set aside this contract or refuses to allow this contract to be made part of the Final Decree, other than for good cause, then the party so refusing to allow the Irreconcilable Differences Divorce to be approved by the Court hereby stipulates that the divorce may be granted to the other party on the stipulated grounds of inappropriate marital conduct pursuant to T.C.A. § 36-4-129. The party contesting this Marital Dissolution Agreement without good cause, which is a legal binding contract, shall be responsible for the other parties' attorney's fees in defending this Agreement.

13. **WAIVER OF ANSWER.** This Agreement waives further service of process or notice and waives all rights under the Service members Civil Relief Act. By signing this Agreement, Defendant makes a general appearance before the Court, acknowledges receipt of a copy of the Complaint in this cause, and waives filing any further answer or counterclaim and consents to a Final Decree of Divorce. While acknowledging that Plaintiff's counsel does not represent Defendant, the Defendant specifically authorizes entry of said pleadings by Plaintiff's counsel.

14. **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.

15. **GENERAL NON-DISCHARGEABILITY**. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(a) which is not dischargeable in bankruptcy as to the other party.

16. **INDEMNIFICATION**. Notice pursuant to T.C.A. § 36-4-134: This 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 this 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.

In the event a creditor of either party 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.

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

18. **INCORPORATION INTO FINAL DECREE**. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted

to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

19. **FINAL SETTLEMENT**. It is understood and agreed 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 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, or right to act as 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.

20. **REVOCATION OF BENEFICIARY**. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall 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 shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

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

22. **WAIVER OF DISCOVERY PROCESS.** The parties do hereby acknowledge that they have each been advised that they have a right, allowable within the law, to conduct both written and oral discovery consisting of Interrogatories, Requests for Production of Documents, Requests for Admissions, both party and nonparty depositions, as well as the use of the subpoena power of the Court to subpoena witnesses to testify on their behalf and to subpoena duces tecum any witness or entity to tender documents or related items if relevant to the proceedings. Further, the parties do hereby acknowledge that they understand each of these proceedings and have either completed these or do hereby waive his or her respective rights to conduct such discovery in order to determine further assets, liabilities or debts or either of the parties or to determine grounds for divorce pursuant to T.C.A. §36-4-101.

23. **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.

24. **VOLUNTARY AGREEMENT**. Each party represents to the other and acknowledges that this Agreement is entered into 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 voluntarily and with advice of counsel.

25. **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.

26. **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.

27. **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.

28. **AMENDMENT OF AGREEMENT**. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and with respect to child custody, child support, and spousal support issues, only with approval of a Court with appropriate jurisdiction, and this requirement cannot be waived by oral agreement.

29. **CONSTRUCTION OF LAW**. This Agreement shall be construed under the laws of the State of Tennessee.

30. **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.

31. **TAXES.** The parties agree to file separately for the 2018 and 2019 tax years. The parties further agree that Wife shall be permitted to claim any deductions related to the marital residence, including property tax and mortgage interest, for 2018 and 2019. Both parties acknowledge that neither of them are relying upon any tax advice

from Joshua Brand, attorney for Husband, and that said attorney has not expressed expertise regarding the tax ramifications or tax consequences arising out of this Agreement.

32. **WAIVER OF RIGHT TO COUNSEL.** Husband has been represented by counsel in this matter, and Wife has represented herself *pro se*. Wife understands she has the right to an attorney and has chosen to waive that right and represent herself. Both parties believe this Agreement is in their best interest.

THIS AGREEMENT is executed in one original which will be tendered to the Court as part of the Final Decree of Divorce between the parties.

LUCAS CHARLES GLOVER-BICKHART

STATE OF TENNESSEE)

COUNTY OF Davidson **)**

Personally appeared before me, Joshua Brand, a Notary Public in and for the aforesaid State and County, **LUCAS CHARLES GLOVER-BICKHART**

the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 6th day of February, 2019.

Notary Public

My commission expires: 11-8-2021

JOSHUA L. BRAND
TENNESSEE NOTARY PUBLIC
My Comm Exp. November 8, 2021
COUNTY OF DAVIDSON

Paula Moore
PAULA RUTH MOORE

STATE OF TN)

COUNTY OF Davidson)

Personally appeared before me, Cynthia Chappell, a Notary Public in and for the aforesaid State and County, **PAULA RUTH MOORE,** the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 7th day of February, 2019.

Cynthia Chappell
Notary Public

CYNTHIA C. CHAPPELL
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY

My commission expires: 10-7-19

It is further **ORDERED, ADJUDGED AND DECREED** that all unpaid court costs of this cause should be and are hereby taxed equally (50-50) between the parties, for which execution may levy.

It is further **ORDERED, ADJUDGED AND DECREED** that the attorney for Husband, Joshua L. Brand, is released as attorney of record and/or surety in this cause and for the purpose of service if after thirty (30) days there has been neither appeal nor other activity by either party in this cause.

The addresses of the parties at the time of this final decree are as follows:

Lucas Glover-Bickhart
488 Lemont Dr., E140
Nashville, TN 37216

Paula Ruth Moore
732 Woodcraft Dr.
Nashville, TN 37214

It is, further **ORDERED, ADJUDGED AND DECREED** that the Complaint is amended to reflect Husband's new address.

Notice pursuant to T.C.A. § 36-4-134. The 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 decree for an account, any debts associated with an account or debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

ENTERED this the 27th day of February, 2019.

Judge Philip Smith

APPROVED FOR ENTRY:

Joshua L. Brand, #027990
211 Union St., Ste. 200
Nashville, TN 37201
(615) 620-3276
joshua@joshuabrandlaw.com
Attorney for Husband

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing has been delivered via hand delivery_____via Facsimile _____, via U.S. Mail, first class postage prepaid, ___X___, and/or via Email __X_____ to:

Paula Ruth Moore
732 Woodcraft Dr.
Nashville, TN 37214

This the 25th day of February, 2019.

Joshua L. Brand

CERTIFICATE OF SERVICE

DOCKET NO. 18D1555

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 4TH day of MARCH, 2019.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

JOSHUA L. BRAND, ATTORNEY
211 UNION ST., SUITE 200
NASHVILLE, TN 37201

PAULA RUTH MOORE
732 WOODCRAFT DR.
NASHVILLE, TN 37214