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IN THE 3rd CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SERETINA CHIRIPE MUDUNGE BALL
Plaintiff/Wife,

vs.

KORTNEY DALON BALL
Defendant/ Husband.

DOCKET NO. 15D-1102

FINAL DECREE

This case came to be heard on July 18, 2017, before the Honorable Phillip Robinson, Circuit Judge, for final hearing on the complaint for divorce filed by Seretina Chiripe Mudunge Ball.

Present before the Court, were Seretina Chiripe Mudunge Ball, her counsel, Peggy Smith Pulley. Kortney Dalon Ball failed to appear after being duly noticed.

After reviewing the record, hearing the testimony of Ms. Ball and statements of counsel, the Court **FINDS** as follows:

1. Seretina Chiripe Mudunge Ball filed a *Complaint for Divorce* (hereinafter to as Complaint) on June 10, 2015.

2. Kortney Dalon Ball was personally served with the *Complaint* on June 16, 2015 and filed an answer to the *Complaint* on October 12, 2015.

3. The parties have one minor child together, Kaleb Trevien Ball, his d/o/b is April 11, 2008 making him nine years of age.

4. Defendant/Husband, Mr. Kortney Dalon Ball is currently residing in the Rutherford County Jail for a DUI, Retaliation for Past Action, Assault on a Police Officer, Resisting Arrest and has additional charges pending for Aggravated Assault, Domestic Assault and Vandalism.

5. The Defendant/Husband has been verbally abusive to the Plaintiff/Wife and has displayed this abuse in the presence of the minor child.

6. The Defendant/Husband has been involved in extramarital affairs with other women during the marriage and has continued relationships with said paramours since the filing of the divorce.

7. The foregoing acts described hereinabove constitute inappropriate marital conduct pursuant to T.C.A. § 36-4-101(11) and entitle the Plaintiff/Wife to an absolute divorce from the Defendant/Husband based upon his inappropriate marital conduct.

8. The previously filed *Marital Dissolution Agreement* is a valid, enforceable, unambiguous contract which sets forth the equitable distribution of the parties' assets and debts and constitutes the property settlement agreement of the parties, AND IS ATTACHED HERETO, APPROVED AND MADE AN ORDER OF THE COURT.

9. The Plaintiff/Wife is a fit and proper person to be designated the primary residential parent of the parties' minor child. The proof showed, and the Court so finds that she has been the primary caregiver of the minor child and because the Defendant/Husband is not here to participate the Plaintiff/Wife shall have 365 days of parenting time and the Defendant/Husband shall have zero days. ANY PARENTING TIME THE DEFENDANT/HUSBAND HAS WITH THE MINOR CHILD SHALL BE AT THE PLAINTIFF/WIFE'S DISCRETION. THE DEFENDANT/HUSBAND MAY PETITION THE COURT TO SET SPECIFIC PARENTING TIME.

10. The Plaintiff/Wife shall claim the federal income tax exemption for the minor child every year.

11. The Plaintiff/Wife shall make all major decisions pertaining to the minor child relating to education, nonemergency healthcare and extracurricular activities.

12. According to the *Proposed Parenting Plan* submitted by the Defendant/Husband, his average gross monthly income is three thousand five hundred eighty-three and no 100 ($3,583.00) dollars and the Plaintiff/Wife's average gross monthly income is five thousand six

hundred sixty-seven and no/100 ($5,667.00) dollars. The Plaintiff/Wife pays one hundred seventy-eight and no/100 ($178.00) dollars for major medical insurance for the minor child and there is a cost for child care in the amount of two hundred four and no/100 ($204.00) dollars.

13. The child support obligation to be paid by the Defendant/Husband shall be six hundred sixty-one and no/100 ($661.00) dollars per month. The payments shall begin on August 1, 2017 and shall be made through the child support receipting unit.

14. The Plaintiff/Wife shall continue to provide the major medical insurance for the minor child.

15. The Defendant/Husband shall maintain a life insurance policy on his life for at least fifty thousand and no/100 ($50,000.00) dollars.

16. The Plaintiff/Wife shall be awarded a judgment in the amount of ten thousand eight hundred sixty-six and 33/100 ($10,866.33) dollars, reflecting unpaid support obligations of the Defendant/Husband during the pendency of this action. The judgment shall be paid at a rate of two hundred and no/100 ($200.00) dollars each month beginning on August 1, 2017 and continuing each month until the judgement is paid in full. Said monthly payment shall be added to the child support payment and paid through the child support receipting unit.

17. THE PERMANENT PARENTING PLAN + CHILD SUPPORT WORKSHEET ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE IS IN THE BEST INTEREST OF THE MINOR CHILD + IS HEREBY APPROVED + MADE AN ORDER OF THE COURT

18. The Defendant/Husband shall pay the Court costs in this cause.

19. The Plaintiff/Wife is awarded a judgment in the amount of nine thousand and no/100 ($9,000.00) dollars for her reasonable attorney's fees.

20. 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 SO ORDERED.

Entered this the 14 day of August, 2017.

Judge Phillip Robinson

Approved for Entry:

BY: _____

Martin Sir, BPR #7173
Peggy Smith Pulley, BPR #26603
Attorneys for Wife
5th 3rd Bank Building
424 Church Street, Suite 2250
Nashville, Tennessee 37219
Phone: 615/256-5661
Fax: 615/256-5115

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was sent via U.S. Mail postage prepaid to:

Mr. Kortney Ball
C/O Rutherford County Sheriff's Dept.
940 New Salem Road
Murfreesboro, TN 37129

this the 14th day of August 2017.

Peggy Smith Pulley

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

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RICHARD R. ROOKER, CLERK

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SERETINA CHIRIPE MUDUNGE BALL,	)	
	)	
Plaintiff	)	
	)	
VS.	)	Docket No. 15D-1102
	)	
KORTNEY DALON BALL,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, SERETINA CHIRIPE MUDUNGE BALL (hereinafter referred to as the "WIFE") and KORTNEY DALON BALL (hereinafter referred to as the "HUSBAND") 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 WIFE filed suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, pursuant to Tennessee Code Annotated 36-4-103. It is further understood that the WIFE/HUSBAND, by signing this Agreement, makes a general appearance before the Circuit Court for Davidson County at Nashville, Tennessee for the purpose of granting the WIFE a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there is one minor child born of this marriage, namely, wit,

Kaleb Trevien Ball 4/11/2008

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 WIFE 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 2006 Nissan Murano, VIN: JN8AZ08W86W514613, which she drives as her vehicle, titled in her name. 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 2006 Infiniti M5, VIN: _____ which he drives as his vehicle, titled in his name. 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, and Husband shall receive the following items from the marital residence as his sole property free from all claims of Wife: the 60 inch television, the 42 inch television, the two (2) sets of rims, and Husband's personal clothes.

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 HUSBAND shall relinquish any interest that WIFE might have in the real property owned by the parties located at 6312 Paddington Way, Antioch, TN 37013, 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. 58 on the Plan of Phase I, Section I, Long Hunter Chase, a Planned Unit Development, of record in Plat Book 7900, page 829, 830, and 831, Register's Office for said County, To which reference is made for a more complete description.
> And being the same property conveyed to Serentina Mudunge-Ball and Kortney D. Ball by warranty deed from Albert Bardayan of record as Instrument #2013-11060115048 in the Register's office for Davidson County.

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Tennessee.

The mortgage is in Wife's name only, and 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. RETIREMENT PLANS.

The parties acknowledge that the WIFE has acquired an interest in a retirement/pension/profit sharing plan with Newport Group. The parties further acknowledge the Husband has acquired and interest in a retirement/pension/profit sharing plan with TRANSAMERICA

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 Wife.

It is further agreed by the parties that the interest of the HUSBAND in the retirement/pension/profit sharing plan of the Wife shall be valued at $15, 660.09. A Qualified Domestic Relations Order (QDRO) for this amount properly distributing the HUSBAND'S interest in the retirement/pension/ profit sharing plan shall be prepared by Husband, and Wife shall provide to Husband all necessary information for said QDRO and Wife shall fully cooperate with the process.

Both parties agree that this figure comes from adding together HUSBAND and WIFE's retirement accounts, then dividing the total.

VI. MARITAL DEBTS.

The parties acknowledge they owe the Internal Revenue Service (IRS) approximately $400 for their 2014 joint tax return. The parties agree Husband shall be solely responsible for paying said $400, and Husband shall indemnify Wife and hold Wife harmless thereon.

It is agreed by and between the parties that other than 2014 joint tax return debt owed to

the IRS, the parties have incurred no other joint debts during the marriage.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

NOTICE: The Martial 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. 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 equally split by the parties.

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, courtesy, 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 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.

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.

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WITNESS OUR HANDS, this 6th day of June, 2016 as to the WIFE, and this 6th day of June, 2016 as to the HUSBAND.

SERETINA CHIRIPE MUDUNGE BALL

KORTNEY DALON BALL

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, SERETINA CHIRIPE MUDUNGE BALL, 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 6th day of June, 2016

NOTARY PUBLIC

My Commission expires: 04-05-2019

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, KORTNEY DALON BALL, 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 6th day of June, 2016

NOTARY PUBLIC

My Commission expires: 04-05-2019