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

FILED
2019 JUN 26 PM 12:41
RICHARD R. ROOKER, CLERK
D.C.

DUANE MAURICE BAILEY,
Plaintiff/Husband,

vs.

JANIE DENISE BAILEY,
Defendant/Wife.

Docket No. 18D1088

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came to be heard on the 26th day of June, 2019 before the Honorable Philip Smith, Judge, Fourth Circuit Court for Davidson County, Tennessee on 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 Wife 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 ground 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.

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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 marital residence located at 636 Piccadilly Row, Antioch, TN 37013, is hereby divested out of the Husband and vested into the Wife for the Wife to own as her sole and separate property. The property description is as follows:

> Land in Davidson County, Tennessee, being Lot No. 76 on the Plan of Piccadilly Square, Phase 2, of record in Plat Book 6250, Pages 92, 93, and 94, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Duane M. Bailey and wife, Janie D. Bailey, by deed of record in Book 11091, Page 737, Register's Office for Davidson County, Tennessee.

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
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DUANE MAURICE BAILEY,
Plaintiff/Husband,

vs.

JANIE DENISE BAILEY,
Defendant/Wife.

Docket No. 18D1088

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DUANE MAURICE BAILEY, hereinafter referred to as "Husband", and JANIE DENISE BAILEY, 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, both parties waive formal discovery, including completing interrogatories, requests for production of documents, and depositions that are designed to discover assets or debts, and the parties further release the attorneys of record from any obligation to complete the discovery process; and

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WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; 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:

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.

II

Real Property

The parties agree and represent that the parties own real property located at 636 Piccadilly Row, Antioch, Tennessee 37013 which is the marital residence. The parties agree that all right, title, and interest in the marital residence is hereby divested out of the Husband and vested into the Wife for the Wife to own as her sole and separate property. The Wife shall be solely responsible for the timely payment of the mortgage and all expenses associated with the marital residence and shall hold the Husband harmless therefrom. The Wife shall refinance the mortgage loan on the property within six (6) months of the entry of the Final Decree of Divorce to remove the Husband's name from the mortgage loan. In the event that the Wife is unable to refinance the mortgage loan within six (6) months, either party may file a motion with the Court to have the property sold in a method deemed appropriate by the Court. The Wife shall be 100% liable for any deficit and shall receive 100% of any proceeds if the property is sold. The marital residence (636 Piccadilly Row, Antioch, Tennessee 37013) is more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 76 on the Plan of Piccadilly Square, Phase 2, of record in Plat Book 6250, Pages 92, 93, and 94, Register's Office for said County, to which reference is made for a more complete description.

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Being the same property conveyed to Duane M. Bailey and wife, Janie D. Bailey, by deed of record in Book 11091, Page 737, Register's Office for Davidson County, Tennessee.

The Wife shall pay to the Husband $5000 as his equitable share of the equity in the marital residence within six (6) months of the entry of the Final Decree of Divorce.

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.

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/she 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.

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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 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. Both parties are hereby awarded the contents of their separate bank accounts.

VI

Alimony

The parties hereby agree that neither shall be obligated to pay alimony to the other.

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. Specifically, the Husband is hereby awarded the 2009 Honda Accord and the 1996 Toyota Carolla titled in the Husband's name only. The Wife is hereby awarded the 2015 Mazda 6 titled in her name only. Furthermore, each party agrees to assume any and all

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liability and financial obligations owing on any such vehicle, and to indemnify and hold the other harmless therefrom. Both parties hereby agree to execute upon presentation any and all documents necessary to effectuate any necessary title transfers.

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

Discovery

The parties hereby waive formal discovery, including completing interrogatories and depositions that are designed to discover assets or debts, and the parties further release the attorneys of record from any obligation to complete the discovery process. The Wife has provided the Husband with responses to the Husband's discovery requests; however, the Husband has not provided any discovery responses. The Husband hereby agrees and acknowledges that the Husband has no savings account, no retirement account, and no other liquid asset accounts with a balance exceeding $400. In the event that the Wife discovers that the Husband has any such accounts, the Wife shall be awarded 100% of the contents contained therein.

X

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.

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XI

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.

XII

Major Medical and Hospitalization

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

XIII

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.

XIV

Personal Service of Process & Service by Publication Waived

Both parties acknowledge that by signing this agreement, he/she has waived the 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 the parties for the purpose of granting a divorce on the ground of irreconcilable differences, pursuant to T.C.A. §36-4-103(A)(2).

XV

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

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IXX

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.

XX

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.

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.

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

XXII.

Withdrawal of Attorneys

Upon expiration of thirty (30) days from entry of the final decree of divorce in this cause, Cynthia Greene-Campbell shall be relieved as attorney of record for the Wife in this cause and Kenneth Major and Turner Law Offices PC shall be relieved as attorney of record for the Husband in this cause.

This section has been intentionally left blank.

DB

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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.

XVI

Court Costs

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

XVII

Attorney Fees

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

XVIII

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 wil 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.

DB JB

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6/26/19
DATE

DUANE MAURICE BAILEY

June 26, 2019
DATE

JANIE DENISE BAILEY

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, Notary Public in and for said County and State, the within named DUANE MAURICE BAILEY 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.

Notary Public

My commission expires: 10/7/19

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 JANIE DENISE BAILEY 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.

Notary Public

My commission expires: 10/7/19

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 26th day of June, 2019.

PHILIP SMITH, JUDGE

Submitted for Entry:

Kenneth Major, BPR#037030
Turner Law Offices, P.C.
208 Third Avenue North, Suite 100
Nashville, Tennessee 37201
(615) 843-3476

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent on 6/26/19 to:
Cynthia Greene-Campbell, Attorney at Law
LAW OFFICE OF CYNTHIA GREENE-CAMPBELL
215 2nd Avenue North, Suite 102
Nashville, Tennessee 37201

KENNETH MAJOR

True Copy Certification

I, Michael Zara, President, 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.

Michael Zara, President

State of Colorado

County of Denver

Personally appeared before me, Stephanie Poage, a notary public for this county and State, Michael Zara, President, 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: 03/26/21
Notary' Seal (if on paper)

STEPHANIE POAGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044005731
MY COMMISSION EXPIRES MARCH 26, 2021