Copy

IN THE FOURTH ~~CHANCERY~~ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2016 FEB 24 AM 11:29

CAROL ANN JENKINS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 15-D2356**
	)	
SAUL BERRY JENKINS, JR.,	)	
	)	
Defendant.	)	

Karen Johnson Davidson County
Batch# 275532 DEEDDIV
08/22/2019 03:31:30 PM 12 pgs
Fees: $62.00 Taxes: $0.00
20190822-0084738

FINAL DECREE OF DIVORCE

This cause came to be heard on the 24th day of February, 2016, before the Honorable Philip ~~Robinson~~ Smith, Fourth Circuit Court Judge for Davidson County, Tennessee upon the Wife's Original Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement ~~dated~~ filed December 11, ~~2016~~ 2015, and sworn testimony by the plaintiff, Carol Ann Jenkins and the entire record, from all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

Let the original complaint for divorce be amended to reflect that the parties married in Nashville, Davidson County on 10-28-90, separated in September of 2014

Copy while living in Nashville Davidson County and that plaintiff, Carol Ann Jenkins is retired.

It is, therefore, **ORDERED, ADJUDGD, and DECREED** that the Wife, Carol Ann Jenkins should be and is hereby granted an absolute divorce from the Husband, Saul Berry Jenkins, Jr., upon the grounds of irreconcilable differences and that she should be and is hereby restored to all of 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 and submitted to the Court is hereby approved in its entirety and made part of the final decree of divorce and is incorporated herein as follows:

MARITAL DISSLOUTION AGREEMENT

INSERTED HERE

Copy

FILED

MARITAL DISSOLUTION AGREEMENT

2015 DEC 11 PM 3:22

RICHARD R BOOKER, CLERK

THIS AGREEMENT, made and entered into on this 7 day of December by and between SAUL BERRY JENKINS, JR., hereinafter referred to as "Husband" and CAROL ANN JENKINS, D.C.

hereinafter referred to as "Wife", to be effective on this day.

WHEREAS, the parties hereto are husband and wife, having been married on 10/28/1989 in Nashville, Tennessee; and

WHEREAS, since 1 year, the parties have ceased marital relations and have no expectations of resuming marital relations; and

WHEREAS, the parties have no children born of this marriage.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement under which their respective financial and property rights, remedies, privileges and obligations to each other arising out of the marriage relation or otherwise shall be fully prescribed and bounded thereby; and

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

ALIMONY. Husband and Wife hereby waive and relinquish any right or claim they may have to receive alimony from the other except as may be set forth hereinafter in this Agreement, if any.

MAJOR MEDICAL HEALTH INSURANCE. The parties agree that

Copy

they shall maintain their own medical insurance.

PERSONAL PROPERTY. The Wife shall receive all right, title and interest in and to the personal property in her possession, free and clear of any claim from the Husband. The Husband shall receive all right, title and interest in and to the personal property in his possession, free and clear of any claim from the Wife.

REAL PROPERTY. The Wife shall receive all right, title and interest in and to all real property that she presently owns and the Husband shall be divested of any interest therein. Real Estate owned by wife and to be retained by wife is as follows:

212 Sailboat Dr., Nashville, TN

1009 Flintlock Ct., Nashville, TN

407 Murfreesboro Pike, Nashville, TN

#76 Maury Street, Nashville, TN

2520 Ravine Dr., Nashville, TN 37217 – The Wife shall be responsible for payment of the mortgage. The Husband shall be divested of any and all interest in the realty once the wife obtains financing to vest the realty solely into her name.

VEHICLES. The Wife shall receive all right, title and interest in and to any vehicle that she presently owns and the Husband shall be divested of any interest therein. The Husband shall receive all right, title and interest in any

Copy

vehicle presently in his name or possession, and the Wife shall be divested of any interest therein. Further, the Husband agrees to be responsible for any and all outstanding payments or liens on said vehicle and agrees to hold the Wife harmless thereon.

FEES AND COSTS. The Wife agrees to pay all court costs for this Cause.

NON-DISCHARGEABLE. With respect to each party's responsibility for 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 non-dischargeable debt under 11 U.S.C. section 523(5) of the Bankruptcy Code, the obligation being part of the final 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.

DIVORCE DECREE. The parties desire that this Agreement be incorporated into a final decree of divorce entered in any court having appropriate jurisdiction of the parties divorce. The parties desire that this Agreement shall be submitted to the court for ratification and approval.

ATTORNEY FEES. The parties agree that Carol Jenkins will pay attorney fees incurred from this proceeding. Upon entry of a Final Decree of Divorce, the attorney of record will be released as surety for future court costs.

EMPLOYMENT BENEFITS. Each party shall retain individually and

Copy

solely for their own use and benefit any interest, either present or future, that each may have in or acquire in life and/or health insurance, retirement, profit sharing, stock plans, bonds and/or savings programs. The parties hereto waive any interest or right that any or might exist in the other's insurance or in any programs or plans associated with the other's employment. Saul does not work, he receives Social Security.

FURTHER ASSISTANCE. Both the Husband and the Wife, at any and all times upon request by the other or his or her legal representatives shall make, execute and deliver any and all of such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of the Agreement without charge therefore.

ENFORCEMENT PROVISIONS. In the event that either party has to petition the court for enforcement of any of the provisions of this Agreement, then the party at fault as determined by the court shall be responsible for reasonable attorney's fees, expenses and court costs and any enforcement of the same.

MODIFICATION. Neither this Agreement nor any provision thereof shall be amended nor modified or deemed amended except by an Agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by either party of any provision of the Agreement, right or operation hereunder, shall not be controlling nor shall it prevent nor stop such party from thereafter enforcing such provision, right or option. The failure of

Copy

either party to insist on any of the terms or provisions of the agreement by the other party shall not be construed as a waiver or relinquishment for the future of such term or provision, but the construed as limiting the parties' access to the courts.

FULL DISCLOSURE. Both legal and practical effect of this Agreement and each and every respect in the financial status of the parties has been fully explained to both parties by the respective counsel and they both acknowledge that it is a fair Agreement and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other or by any other person or persons.

VOLUNTARY AND BINDING. This Agreement is entered into without undue influence, fraud, coercion or misrepresentation. Each party acknowledges that he or she has read this Agreement, that it is fair and equitable and that it is entered into voluntarily. Each party agrees to abide by the provisions of this Agreement and to be bound thereby. Each party agrees to execute all documents necessary to carry out the terms of this Agreement.

APPLICABLE LAW. This Agreement shall be construed and governed by the laws of the State of Tennessee.

NOTICE TO PARTIES: Tennessee Law provides that 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 the decree for an account, any debt associated, with an account, or any debt.

Copy

Further, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

ENTIRE UNDERSTANDING. This Agreement contains the understanding of the parties who hereby acknowledge that there have not been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date first above written.

Saul B. Jenkins, Jr. — Carol Ann Jenkins 2/24/16

SAUL BERRY JENKINS, JR. — **CAROL ANN JENKINS**

Sworn to and subscribed before me This 7 day of Dec., 2015.

NOTARY PUBLIC

My Commission Expires: 5/08/17

NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires MAY 8, 2017

Sworn to and subscribed before me This 24 day of Feb., 2015. 2016

NOTARY PUBLIC

My Commission Expires: 1/17/2017

BELINDA A. COLLINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Copy

It is further **ORDERED, ADJUSTED** and **DECREED** that the litigation tax and costs of this cause shall be paid by the plaintiff, Carol Ann Jenkins, for which execution may be issued, if necessary, as set forth in the Marital Dissolution Agreement.

NOTICE TO PARTIES: Tennessee Law provides that 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 or the decree for an account, any debt associated with an account or any debt. Further, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

ENTERED this 24th day of February, 2016.

Honorable Philip ~~Robinson~~ Smith
Judge Fourth Circuit
Court Davidson County

APPROVED FOR ENTRY

George H. Thompson, III
Supreme Ct. Reg #3024
Historic Germantown
1326 Rosa L. Parks Blvd
Nashville, Tennessee 37208-2502
(615) 242-2180 (Office)
(615) 248-0459 (Fax)

Copy

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed postage prepaid to Carol Ann Jenkins, 2520 Ravine Dr., Nashville, TN 37217 and Saul Berry Jenkins, Jr., 2520 Ravine Dr., Nashville, TN 37217

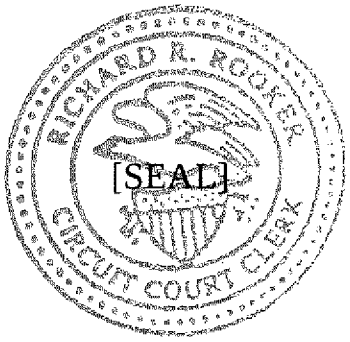
George H. Thompson, III

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 24 day of FEBRUARY, 2016, in Docket Number 15D2356 between JENKINS, CAROL ANN , Plaintiff, and JENKINS, SAUL BERRY JR. , 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 20 day of AUGUST in the year two thousand nineteen and in the 243rd year of American Independence.

RICHARD R. ROOKER, Clerk,



[SEAL]

By: _____

Deputy Clerk

CERTIFICATE OF AUTHENTICITY

I, Jessica Sparnell 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.

Attorney or Custodian

Birthright Title, LLC

STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned, a notary public in and for the aforesaid county and state, the within named, Jessica Sparnell, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

My Commission Expires: 4-13-22

MORGAN O'NEILL
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
(SEAL)