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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 11 day of DECEMBER, 2019, in Docket Number 18D2095 between GOOCH, MICHAEL BERNARD, Plaintiff, and GOOCH, DEBORAH DENISE, 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 24 day of JANUARY in the year two thousand twenty and in the 243rd year of American Independence.

RICHARD R. ROOKER, Clerk,

(SEAL)

By: _____

Deputy Clerk

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Michael Bernard Gooch, *Plaintiff.* v. **Deborah Denise Gooch,** *Defendant.*	**Docket No. 18D2095**

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 11th day of December 2019 before the Honorable Philip E. Smith, Judge for the Fourth Circuit Court for Davidson County, Tennessee, upon the *Complaint for Divorce* of Michael Bernard Gooch ("Husband") filed in this cause.

Upon testimony of Husband ~~by interrogatories~~, and the entire record in this cause, the Court finds:

1. The parties have no minor children born of this marriage.
2. The parties have entered into a Marital Dissolution Agreement which makes adequate and sufficient provision for the equitable settlement of any property rights between the parties.

It is therefore **ORDERED, ADJUDGED AND DECREED** that Husband, Michael Bernard Gooch is awarded an absolute divorce from Wife, Deborah Denise Gooch on the ground of irreconcilable differences and that the parties are hereby restored to all of the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court, to wit:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Michael Bernard Gooch,
Plaintiff,

v.

Deborah Denise Gooch,
Defendant.

Docket No. 18D2095

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **Deborah Denise Gooch** (hereinafter referred to as "Wife") and **Michael Bernard Gooch** (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

WHEREAS, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE**: The Husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS**: Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the

Husband

Wife

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parties acknowledge that the Wife is represented by Carolanne King and the Husband is represented by Roland T. Hairston, II, Esq.

3. **CUSTODY/VISITATION/CHILD SUPPORT**: The parties have no children who are still minors.

4. **REAL PROPERTY**: The parties acknowledge that own real property at 5808 Murphywood Crossing, Antioch, TN 37013. The legal description of said real property is as follows:

Being Lot No. 225 of the First Revision of ASHEFORD CROSSING, SECTION TWO, as shown by the plat of record in Plat book 9700, Page 171, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Michael B. Gooch and Deborah D. Gooch, Husband and Wife, by Warranty Deed from Syed Moinudeen and Wife, Sabina Vaneka of record in Instrument No. 20080307-0022957, Davidson County Register's Office.

Subject to all matters as set forth per Plat Book 9700, Page 171, Register's Office of said County.

Charter of Homeowner's Association as shown of record in Book 9651, Page 895, Register's Office for said County.

By-Laws as shown of record in Book 9651 Register's Office for said County.

Restrictive Covenants of record in Deed Book 9651, Page 900, Book 9980, Page 482, Book 10301, Page 180, Book 10353, Page 575 and Book 10640, Page 941, Register's Office of said County.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

This is improved property known as 5808 Murphywood Crossing, Antioch, TN 37013.

Husband

Wife

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Said real property is awarded to Husband free and clear of any claim of Wife and Wife is divested of any right, title or ownership interest in said real property. Said real property is subject to a mortgage owing to Mr. Cooper. Husband shall be solely responsible for the indebtedness associated with said mortgage and shall indemnify and hold the Wife harmless thereon. Husband shall refinance the mortgage within six months of the entry of the *Final Decree of Divorce* to remove Wife's name from the debt. If Husband is unsuccessful in mortgaging the property in the time prescibed, Husband shall list the property for sale with an agent of his choosing.

5. AUTOMOBILES: The Wife is awarded the 2006 Toyota Avalon automobile free and clear of any claim of the Husband, and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. This vehicle is unencumbered.

The Husband is awarded the 2011 Dodge Ram 1500 automobile free and clear of any claim of the Wife, and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. Said vehicle is subject to a car note owing to Sierra Auto Finance. Husband shall be responsible for any indebtedness associated with said vehicle and shall indemnify and hold the Wife harmless thereon.

Each of the parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Each of the parties shall be responsible for seeing that the vehicle awarded to him or her under the terms of this agreement is properly insured and shall indemnify and hold the other party harmless from any liability thereon.

6. HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES: The parties have previously divided all items of household furniture, furnishings and appliances and each of the parties is hereby awarded all items of household furniture, furnishings and appliances

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currently in his or her possession free and clear of any claim of the other party.

7. BANK ACCOUNTS: Each of the parties is awarded the contents of any checking, savings or other bank account listed in his or her name individually free and clear of any claim of the other party. There are no joint bank accounts.

8. MAJOR MEDICAL INSURANCE: The parties have complied with the provisions of T.C.A. §56-7-2366. Each of the parties shall be responsible for securing and maintaining his or her own major medical and hospitalization insurance.

9. DEBTS AND OBLIGATIONS: Each of the parties shall be responsible for paying any debt, credit card or charge account listed in his or her name individually and shall indemnify and hold the other party harmless thereon.

The parties have joint debts owing to the Internal Revenue Service for unpaid income tax and to Mr. Cooper for the mortgage on the real property mentioned above. Husband shall be solely responsible for said debts and shall indemnify and hold Wife harmless thereon.

NOTICE: Pursuant to T.C.A. §36-4-134 this Marital Dissolution Agreement 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 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.

10. RETIREMENT: The parties acknowledge that Wife maintains or is currently vested in a retirement account or deferred compensation plan. Wife shall be awarded any retirement account or pension or other plan or account that is qualified under the Internal Revenue Code in her name free and clear of any claim by Husband.

11. ALIMONY: The parties agree that neither shall pay spousal support to the other.

Husband

Wife

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12. ATTORNEYS FEES AND COURT COSTS: Each of the parties shall be responsible for paying his or her own attorney's fees, and the parties shall split any remaining unpaid court costs in this cause for which execution may issue, if necessary.

13. FULL DISCLOSURE: Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets that are considered by a Court of competent jurisdiction to be marital property, then in that event, upon Petition of either party, said assets shall be divided equally between the parties.

14. REVOCATION OF BENEFICIARY DESIGNATION: Husband and Wife agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either Husband or Wife which designate the other as a beneficiary shall be, and are hereby revoked. Such documents shall include, but are not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, pension plans, retirement programs, 401(k) accounts, incentive and thrift plans, employee benefit programs, and all other such plans and accounts of any description whatsoever. It is the intent of Husband and Wife herein that neither party shall receive any proceeds as a beneficiary of the other party from and after the execution of this Agreement unless otherwise provided under the terms of this Agreement; or, unless a new beneficiary designation is executed after the execution of this Agreement, designating the other party as beneficiary.

15. RELEASE OF TORT CLAIMS: For and in consideration of the dispositions of the parties' various properties, assets and liabilities as set forth herein, and in consideration of the

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execution of this Agreement by each of the parties, each party does hereby release, discharge and forever waive any tort action or claim which he or she may have against the other party of any kind or of any nature whatsoever.

16. MISCELLANEOUS PROVISIONS:

(A) Effect of Bankruptcy: 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 therefore, it is the intention of the parties that such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) and shall not be dischargeable in bankruptcy as to the other party.

(B) Creditor Claim Recovery: 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 debts for which that party 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 responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) Enforcement: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement or any Permanent Parenting Plan incorporated into the Final Decree, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) Ratification & Incorporation: It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in The Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

Husband

Wife

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(E) Waiver: 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsy, statutory allowance, homestead, 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 the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(F) Successors & Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

(G) Voluntary Execution: 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.

(H) Entire Agreement: This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

(I) Severability: In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not affect the other provisions of this Agreement, said provisions being severable.

(J) Necessary Documents: It is understood and agreed between the parties that, as a part

Husband

Wife

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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.

(K) **Alteration or Cancellation**: 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.

(L) **Other Indebtedness**: The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(M) **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 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.

(N) **Wife's Name**: Wife shall have the option of being restored to her maiden name of Deborah Denise Phelps.

Husband

Wife

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BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

HUSBAND

WIFE 11-26-2019

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn before me on this 26th day of November, 2019.

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Michael Bernard Gooch**, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 26th day of November, 2019.

Notary Public

My Commission Expires: 03-17-2020

REBECCA S. MONTGOMERY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires MAR 17, 2020

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Deborah Denise Gooch**, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 21st day of October, 2019.

Notary Public

My Commission Expires: 1/10/21

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

MG
Husband

Wife

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It is further **ORDERED, ADJUDGED AND DECREED** that Wife is hereby restored to her maiden name, Deborah Denise Phelps.

It is further **ORDERED** that each of the parties shall be responsible for paying his or her own attorney's fees and the parties shall split any remaining unpaid court costs in this cause for which execution may issue, if necessary.

IT IS SO ORDERED.

Enter this 11th day of December 2019

Honorable Philip E. Smith, Judge

APPROVED FOR ENTRY:

Roland T. Hairston, II BPR#031473
Attorney for Plaintiff
615 Main St., Suite 104-A
Nashville, TN 37206
Phone: (615) 428-7345
Email: attorney@rolandhairston.com

CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2019, I electronically filed the foregoing document with the Circuit Court Clerk using the efiling system. I certify that the following parties or their counsel of record are registered as efiling filers and that they will be served by the efiling system or via traditional means of service (US Mail, postage prepaid, Fax or Hand-Delivery) to:

Carolanne R. King
2126 21st Avenue South
Nashville, Tennessee 37212

Roland T. Hairston, II