IN THE CIRCUIT COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

ORDER FILED
JUN 16 2020
DEBBIE MOSS CIRCUIT COURT CLERK

MYRNA JILL WELSHANS
Plaintiff/Wife,

v.

HARVEY WILSON WELSHANS, II.,
Defendant/Husband

No. 2019-DC-30

ORDER LODGED
DATE 6.16.2020
DEBBIE MOSS
CIRCUIT COURT CLERK
WILSON COUNTY, TN

FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable Clara Byrd, Judge for the Circuit Court for Wilson County, Tennessee, upon the sworn *Complaint for Absolute Divorce* filed by **MYRNA JILL WELSHANS** (hereinafter referred to as "Wife") on January 22, 2019 against **HARVEY WILSON WELSHANS, II,** (hereinafter referred to as "Husband"), upon the grounds of irreconcilable differences. It appearing to the Court from said sworn Complaint, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Wife to an Absolute Divorce from Husband on said grounds.

It appears to the Court that the one remaining minor child of the marriage, Nicholas Wilson Welshans, DOB 03/05/2002, has since the date of filing, reached the age of eighteen and graduated from high school; therefore, there is no requirement for a Permanent Parenting Plan to be filed in this matter.

It satisfactorily appeared to the Court that the parties are entitled to an absolute divorce from one another, and the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties upon the *Marital Dissolution Agreement* submitted. The Court affirmatively finds that said *Marital Dissolution*

Karen Johnson Davidson County
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Agreement makes an equitable division of the parties' marital property and debts. The Court further finds that this divorce action has been on file for at least sixty (60) days as required by law.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the bonds of matrimony existing between the parties be and the same are hereby forever dissolved; the parties are awarded an absolute divorce from one another; and the parties are hereby restored to all the rights and privileges of unmarried persons.

IT IS FURTHER, ORDERED, ADJUDGED and DECREED that the written and notarized *Marital Dissolution Agreement* executed between the parties, be and the same is hereby ratified, confirmed and adopted in all respects, and the same is hereby incorporated into this Decree and made a part hereof by reference and attachment, as fully as if reproduced verbatim herein, to wit:

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IN THE CIRCUIT COURT OF WILSON COUNTY, TENNESSEE
AT LEBANON

MYRNA JILL WELSHANS **Plaintiff/Wife,**	)	
VS.	)	**FILE NO.:2019-DC-30**
HARVEY WILSON WELSHANS, II., **Defendant/Husband**	)	

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **MYRNA JILL WELSHANS** (hereinafter called "Wife") and **HARVEY WILSON WELSHANS, II.** (hereinafter called "Husband") subject to the following premises, terms and conditions:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Wife has instituted divorce proceedings against Husband on the 22nd day of January, 2019, same being Civil Action No. 2019-DC-30 in the Circuit Court for Wilson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, 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 irrespective of whether a divorce is finally concluded between the parties.

HWW

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 that the following constitutes an equitable division of their property:

1. **HEALTH INSURANCE** – Wife is on the health insurance policy of the Husband. Husband has provided COBRA notification as required by law. Following the divorce, each party shall be responsible for obtaining his or her own health insurance policy. Each party shall be solely responsible for the payment of any medical bills in his or her name and shall indemnify and hold the other party harmless from any liability therefor.

2. **VEHICLES** – The parties own a 2013 Chrysler Town and Country van upon which there is no indebtedness. Wife shall be awarded all right, title, and interest in and to the 2013 Chrysler Town and Country van free and clear of any claim by Husband. The parties agree that Husband shall cooperate in the transfer of the title into Wife's sole and separate name.

The parties own a Dodge Dakota upon which there is no indebtedness. Husband shall be awarded all right, title, and interest in and to the Dodge Dakota free and clear of any claim by Wife. The parties agree that Wife shall cooperate in the transfer of the title to Husband's sole and separate name.

The parties own a 2009 Chevrolet Malibu upon which there is no indebtedness. This automobile is driven by the parties' daughter, and the parties agree that title shall be transferred to daughter, Audrey Jo Welshans.

The parties own a 2007 Nissan Altima which is unencumbered and titled to Wife. This automobile is driven by their son, Nicholas Welshans. The parties agree that title shall

be transferred to Nicholas Welshans.

The parties own a Toyota Camry which is unencumbered and titled to Husband. This automobile is driven by their son, Nicholas Welshans. The parties agree that title shall be transferred to Nicholas Welshans.

The parties own a Jeep Compass which is unencumbered and titled to Wife. This automobile is driven by their son, Thomas Welshans. The parties agree that title shall be transferred to Thomas Welshans.

The parties own an antique Nash wagon valued at approximately $10,000.00 which is unencumbered. Husband is awarded the Nash wagon free and clear of all claims of Wife.

Each party shall be solely responsible for obtaining their own automobile insurance policy as of the entry of the *Final Decree of Divorce*.

3. **REAL PROPERTY LOCATED AT 6523 BECKWITH ROAD, MT. JULIET, TENNESSEE** – The parties sold their marital residence located at 6523 Beckwith Road, Mt. Juliet, Tennessee. Each party received proceeds of $100,000.00 outright by agreement as set forth in the *Agreed Order* entered February 20, 2019. The remaining funds of $187,956.32 were placed in the attorney escrow account of Amanda G. Crowell. Subsequently this Court ordered disbursement of $7,500.00 to Mt. Juliet Law for payment of Husband's attorney fees and $7,500.00 to Amanda G. Crowell for payment of Wife's attorney fees. The funds remaining from the sale of the marital residence are $172,956.32. Wife shall be awarded $86,478.16 as her equitable share of the proceeds from the sale of the marital residence.

The Husband owns a house and real property located at 490 Plantation Boulevard,

Lebanon, Tennessee which he purchased following the sale of the marital residence. Husband is awarded all right, title, and interest in and to said house and real property free and clear of all claims of Wife. Husband shall be solely responsible for payment of the outstanding indebtedness to Wilson Bank & Trust which is solely in the name of the Husband, and shall hold Wife harmless from all liability therefor.

4. **REAL PROPERTY LOCATED AT 3862 DICKERSON PIKE, NASHVILLE, TENNESSEE -** The parties own real property located at 3862 Dickerson Pike, Nashville, Tennessee from which Husband operates his business known as PRNDL Company, Inc. The property is encumbered by a mortgage to Wilson Bank & Trust in the approximate amount of $249,000.00. Husband shall be solely responsible for payment of the outstanding indebtedness associated with the business and property including all taxes of any kind associated with the same. The parties agree that the fair market value of the real property is $485,000.00 in accordance with an appraisal dated January 21, 2019. Husband is awarded the real property located at 3862 Dickerson Pike, Nashville, Tennessee subject to payment to Wife of her equitable interest of one hundred seventeen thousand, five hundred dollars ($117,500.00). Wife shall be paid her equitable interest as follows: Wife shall receive fifty six thousand, four hundred seventy eight dollars and sixteen cents ($56,478.16) from the remainder of the escrowed funds in the attorney escrow account of Amanda G. Crowell. Combined with the proceeds Wife is owed from the sale of the marital residence as set forth in Paragraph 3 above, Wife's total award from the escrowed proceeds is one hundred forty two thousand, nine hundred fifty six dollars and thirty two cents ($142,956.32). Husband will thereafter owe Wife the sum of sixty one thousand, twenty one

dollars and eighty four cents ($61,021.84) as the remaining payment of her equitable interest in the real property on Dickerson Pike. Husband shall make payments in the amount of six hundred dollars ($600.00) per month beginning on the first day of the month following the execution of this Marital Dissolution Agreement and on the first day of each month thereafter until paid in full. Wife shall quitclaim her interest in the real property to Husband; however, Wife shall have a lien against the real property located at 3862 Dickerson Pike, Nashville, Tennessee to secure the remaining equity payment. In the event that Husband fails to make a payment as set forth under this agreement, the entire balance of Wife's equity payment shall be immediately due and owing, and execution shall issue to enforce payment, including but not limited to the forced sale of the property by this Court. Husband shall be responsible for the drafting of the Quitclaim Deed for Wife's signature. In the event that Husband sells the real property prior to the payment in full of the remainder of Wife's equity, the entire balance shall be due and owing upon the sale of the real property. Husband is awarded the remaining proceeds of the funds in the attorney escrow account of Amanda G. Crowell in the amount of thirty thousand dollars ($30,000.00).

5. **BUSINESS KNOWN AS PRNDL COMPANY, INC.** - Husband is sole proprietor of a business known as PRNDL Company, Inc. Husband's business is located at 3862 Dickerson Pike, Nashville, Tennessee. The Husband is awarded said business free and clear of all claims of the Wife and shall be solely responsible for all indebtedness and taxes associated with said business. Husband agrees to hold Wife harmless from any and all indebtedness pertaining to the aforementioned business. Husband is awarded the Bank of America Checking account associated with the business ending in 4774 free and clear of all

claims of Wife. Husband has a Bank of America credit card ending in 6498 used for business purposes. Husband shall be solely responsible for payment of the outstanding indebtedness on the Bank of America credit card and shall hold Wife harmless from all liability therefor.

6. **INCOME TAX** - The parties know of no outstanding tax liability for the years in which they have been married. If, in the future, it is discovered that there is an outstanding tax liability for either party which could be considered marital, the party whose income reporting resulted in the liability shall be solely responsible for any resulting taxes and penalties, and the responsible party shall hold the other party harmless from any liability therefor. The parties agree to file a joint federal income tax return for tax year 2019. Th parties shall equally divide any refund. In the event that taxes are owed, Husband shall be solely responsible for the payment of the deficiency. When Husband receives the tax stimulus check, Husband shall immediately pay Wife the sum of $1,200.00 as her portion of the tax stimulus.

Both parties would further acknowledge that their respective counsel identified herein have not offered or rendered legal advice concerning any tax effects or ramifications of this Agreement.

7. **DEBTS** – The parties have marital debt in the form of a Chase Bank credit card ending in 7540 in the name of the Husband and a JC Penney credit card in the name of the Wife. Husband shall be solely responsible for payment of the debt to Chase Bank and shall hold Wife harmless from all liability therefor. Wife shall be solely responsible for payment of the debt to J.C. Penney and shall hold Husband harmless from all liability therefor. Husband shall be solely liable for the debt to his mother, Peggy Williamson, in

the approximate amount of $100,000.00 and shall hold Wife harmless from all liability therefor. Husband shall also be solely liable for all indebtedness associated with his business as set forth in Paragraph 5 above.

Otherwise, both parties agree herein to assume any and all indebtedness or financial obligations listed separately in their respective names, not otherwise listed herein, and to pay same in such manner so as not to interfere with the credit standing of the other party. The parties agree to assume the respective obligations set forth herein, and to indemnify the other party and hold them harmless from said obligations. The parties agree not to contract any obligations in the name of the other party after the execution of this Agreement.

Pursuant to *Tennessee Code Annotated* § 36-4-134, this agreement does not necessarily affect the ability of a creditor to proceed against either party, or their property, even though the party may not be responsible under the terms of this agreement for an account, any debt associated with an account or any debt. Further, it may be in both parties' best interest to cancel, close or freeze any jointly held accounts.

In the event a creditor of either party seeks to compel the other party to pay any debt or obligation for which that party is not responsible, either by contract or pursuant to the terms of this *Marital Dissolution Agreement*, the party against whom the claim is made shall be entitled to recover from the other 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.

8. **HOUSEHOLD FURNITURE, FURNISHINGS AND PERSONAL PROPERTY** – The parties have agreed upon an equitable division of the marital furniture, furnishings, and personal property. Each party is awarded all furniture, furnishings, and personal property which he or she brought into the marriage, free and clear of all claims from the other party. Wife is awarded all items of personal property currently in her possession. Husband is awarded the tractor and implements valued at approximately $18,000.00. Husband is awarded all items of personal property currently in his possession or located at the home on Plantation Boulevard with the exception of the following items which shall be immediately provided to Wife as her sole and separate property: All pictures or photographs of Wife or of her son, Dane; the electric indoor/outdoor fireplace; the toolbox with a full set of tools in good working condition; the new pressure washer; an equal division of all hand tools of which there are more than one such as one of the two drills, saws, etc.; personal items pertaining to her son, Dane, such as the plaque for the Mt. Juliet Little League football championship and photograph. Wife is awarded the framed baby pictures of the children. In addition, Husband shall make all family photographs and photo albums including the children's senior pictures available to Wife for inspection, and the parties shall either divide the photos and albums by agreement or have copies made so that both parties have the photos they choose. The parties shall equally divide the cost of any copies.

9. **BANK ACCOUNTS** – The parties have marital bank accounts. Husband shall be awarded the proceeds in the Bank of America account ending in *4774 which is titled in Husband's sole and separate name. Husband is further awarded the proceeds in

the Wilson Bank & Trust Checking account ending in *4336 which is titled in his sole and separate name. Wife is awarded the proceeds of any bank accounts in her sole and separate name free and clear of all claims of Husband.

10. **INDIVIDUAL RETIREMENT ACCOUNTS, 401K PLANS, OR INVESTMENTS** – Wife is awarded the Raymond James account which is titled solely in the name of Wife free and clear of all claims of the Husband. The parties have no other pensions, investments, 401k or retirement accounts.

11. **SPOUSAL SUPPORT** – Both parties waive all claims of spousal support against the other.

12. **ATTORNEY'S FEES AND COURT COSTS** – Each party shall be responsible for payment of his or her attorney's fees incurred in this matter. The court costs will be paid by Husband.

13. **REPRESENTATION BY ATTORNEYS** - Husband acknowledges that Attorney Amanda G. Crowell represents Wife and not Husband. Wife acknowledges that Attorney Quincy Salam represents Husband and not Wife. Neither Attorney Amanda G. Crowell nor Attorney Quincy Salam have provided tax advice to either party.

14. **MUTUAL RESTRAINING ORDER** - The parties agree that they shall each be permanently enjoined and restrained from harassing, threatening, assaulting, intimidating, stalking or in any manner interfering with the other party's peacefulness and privacy.

15. **BENEFICIARY REVOCATION** - 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, last wills and testaments, 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 of them 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 hereinafter executed designating the other as a beneficiary. In the event that funds are received under an old beneficiary designation, the recipient shall return the funds to the other party or to that party's heir(s) or estate.

16. **ACCOUNT DISCLOSURE** - The parties affirm that they have made a full disclosure to one another concerning all assets owned either jointly or individually and no other accounts exist which have not been fully disclosed.

17. **DEATH** - Should there be any obligation, child support or other due in the future, after the death of either party, which obligation is not satisfied by life insurance or by will or trust, the oblige party shall have a claim against the estate of the deceased for monies due or to become due in the future under this *Marital Dissolution Agreement.*

18. **ADDITIONAL INSTRUMENTS** - It is understood and agreed between the parties, as part of the consideration for the execution of this *Marital Dissolution Agreement,* each party shall willingly execute and deliver any and all instruments necessary or

required in order to implement the terms of this *Marital Dissolution Agreement.*

19. **ENFORCEMENT PROVISIONS** - In the event it become reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this *Marital Dissolution Agreement*, in addition to any other relief to which the enforcing party may be adjudged entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

20. **WAIVERS** - It is understood and agreed between the parties that this *Marital Dissolution Agreement* shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into the final decree.

It is understood and agreed between the parties that this *Marital Dissolution Agreement* is intended to be a final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, and this *Marital Dissolution Agreement* applies to all property now owned by Wife and Husband, or any property that either of them may acquire in the future.

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

It is understood and agreed between the parties that this *Marital Dissolution Agreement* is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this *Marital Dissolution Agreement*

and their legal effect are fully known by each of the parties. and each party acknowledged that this *Marital Dissolution Agreement* is fair and equitable and that it is being entered into voluntarily.

The parties hereto further waive a hearing in this cause and pursuant to *Tennessee Code Annotated* § 36-4-103(a)(2). waive further service of process and waive filing an answer to the complaint.

21. **NON-DISCHARGEABILITY** - With respect to each party's responsibility for payment of certain debts and liabilities, and his or her 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, this obligation being part of the final financial support settlement for both parties. This financial obligation is not a part of the property settlement. The division of property is set forth elsewhere in this *Marital Dissolution Agreement.*

22. **SEVERANCE** - Should the Court hold that any portion of this *Marital Dissolution Agreement* is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the *Marital Dissolution Agreement* or modified as the Court shall order.

23. **INCORPORATION, PERMANENT and PENDENTE LITE** - In the event of a divorce, it is agreed by the parties that all such parts of this *Marital Dissolution Agreement* as might be material, except those that might be lessened or destroyed, shall be incorporated in the *Final Decree*. Pending the entry of the *Final Decree*, the parties agree to the filing of this *Marital Dissolution Agreement* and, by said filing, specifically consent

to and authorize the entry of a Consent Order binding them to the terms of this *Marital Dissolution Agreement*. By the signing of this *Marital Dissolution Agreement*, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

24. **MODIFICATION** - A modification or waiver of any of the provisions of this *Marital Dissolution Agreement* shall be effective only if made in writing and executed with the same formality as this *Marital Dissolution Agreement*, and approved by the Court, if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

25. **PRIOR NAME**: Wife shall be restored to her prior name of **MYRNA JILL UPCHURCH** if she so desires.

WITNESS this the 8th day of June, 2020 as to Wife, and the 8th day of June, 2020 as to Husband.

Myrna Jill Welshans
MYRNA JILL WELSHANS

Harvey Wilson Welshans II
HARVEY WILSON WELSHANS, II

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, the within named **MYRNA JILL WELSHANS**, one of the bargainers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this the 7th day of June, 2020.

NOTARY PUBLIC

My Commission Expires: 7/6/2020

BILLIE LOWE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, the within named **HARVEY WILSON WELSHANS, II,** one of the bargainers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this the 8th day of June, 2020.

NOTARY PUBLIC

My Commission Expires: 9-29-2023

SAMANTHA ANN JOHNSON STATE OF TENNESSEE NOTARY PUBLIC ROUSDALE COUNTY

IT IS FURTHER, ORDERED, ADJUDGED and DECREED that Wife shall be restored to her maiden name of **MYRNA JILL UPCHURCH** if she so desires.

IT IS FURTHER, ORDERED, ADJUDGED and DECREED that Husband has provided COBRA notification to Wife.

IT IS FURTHER, ORDERED, ADJUDGED and DECREED that after thirty (30) days have elapsed from the entry of this Decree and if there has been no appeal or other activity by or on behalf of either party, the relationship of attorney and client shall terminate as between Wife and Attorney Amanda G. Crowell, and between Husband and Attorney Quincy Salam insofar as this cause is concerned.

The current addresses of the parties are as follows:

Wife: 2109 Dearborn Drive
Nashville, Tennessee 37214

Husband: 490 Plantation Boulevard
Lebanon, Tennessee 37087

IT IS FURTHER, ORDERED, ADJUDGED and DECREED, pursuant to T.C.A. § 36-4-134(a), that this Final Decree does not necessarily affect the ability of a creditor to proceed against a party to this action or a party's property, even though the party in this action is not responsible under the terms of this Final Decree for an account, any debt associated with an account, or any debt; the Court further finds that it may be in both parties' best interest to cancel, close or freeze any jointly held accounts.

It is further **ORDERED** that the remaining costs of this cause, if any, shall be paid by Husband.

So **ORDERED** this the 16 day of June, 2020.

CLARA BYRD, JUDGE

APPROVED FOR ENTRY:

KANE & CROWELL, PLLC

AMANDA G. CROWELL, #15413
Attorney for Plaintiff/Wife
133 South College Street
Lebanon, Tennessee 37087
(615) 449-4848

QUINCY SALAM, #21158
Attorney for Defendant/Husband
1000 Pleasant Grove Pl. Suite 200
Mt. Juliet, Tennessee 37122
(615) 288-4291

CERTIFICATE OF SERVICE

I certify that on the date shown below I have given notice of appearance if required and have served a copy of the above **Final Decree** on the opposing party by _____Hand-delivery __ Facsimile transmission to **(615)** _____ and/or **X** Mailing a copy via United States Postal Service, postage prepaid, to:

Quincy L. Salam
Attorney at Law
1000 Pleasant Grove Pl. Suite 200
Mt. Juliet, Tennessee 37122

AMANDA G. CROWELL

June 12, 2020
DATE

I, DEBBIE MOSS, CLERK, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE.

CIRCUIT COURT WILSON CO. TN

JUN 25 2020

DEBBIE MOSS
CIRCUIT COURT CLERK
WILSON COUNTY, TN