Karen Johnson Davidson County
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Fees: $87.00 Taxes: $0.00
20200810-0088992

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 THIRD Circuit Court for Davidson County, Tennessee, on the 21 day of JULY, 2020, in Docket Number 18D780 between FOSTER, LYNN ELLEN, Plaintiff, and FOSTER, JOHN HUBERT, 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 10 day of AUGUST in the year two thousand twenty and in the 244th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____ Deputy Clerk

[SEAL]

EFILED 07/21/20 08:14 AM CASE NO. 18D780 Richard R. Rooker, Clerk

IN THE THIRD CIRCUIT COURT OF TENNESSEE FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE, DAVIDSON COUNTY

LYNN ELLEN FOSTER,

Plaintiff/Wife,

vs. No. 18D780

JOHN HUBERT FOSTER,

Defendant/Husband.

AMENDED FINAL DECREE OF DIVORCE

This cause came on to be heard on July 17, 2020, before the Honorable Phillip Robinson, Judge of Division Three of the Circuit Court of Davidson County, Tennessee, upon the Motion of Plaintiff to correct the original Final Decree of Divorce in this case. Upon statement of counsel and the record as a whole, the Court finds that the Final Decree entered by this Court on July 10, 2018, contained an incorrect legal description of the real property awarded to Plaintiff and should be corrected.

The Court finds that the correct legal description of the marital residence, located at 3241 Trails End Lane in Nashville, Davidson County, Tennessee, is as follows:

> Land in Davidson County, Tennessee, being Lot No. 15-B on the Plan of Zone Lot Division, Lots 14 & 15, Trailwood, of record in Book 5210, Page 351, as amended in Book 6250, Page 139, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> This being the same property transferred to the parties by Shawn Pody and wife, Kelly P. Pody, as recorded by instrument number 0564069 as recorded in Book 11393, Page 832 the office of the Davidson County Register.

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The Court further finds that that the remainder of the original Final Decree of Divorce, and its incorporation of the written Marital Dissolution Agreement of the parties, are made a part of this Order by reference as if copied in full herein, and each party is ordered to abide by the terms thereof, which are as follows:

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THIRD CIRCUIT

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RICHARD R ROOKER, CLERK
D.C.

IN THE _____ CIRCUIT COURT OF TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, SHELBY COUNTY

LYNN ELLEN FOSTER,

Plaintiff,

vs. No. 18D780

JOHN HUBERT FOSTER,

Defendant.

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement, hereinafter "Agreement," is made and entered into by and between Lynn Ellen Foster, hereinafter "Wife," and John Hubert Foster, hereinafter "Husband."

WITNESSETH

WHEREAS, the parties are married; and

WHEREAS, both parties agree and stipulate that this Agreement makes fair and equitable provisions for the distribution of the property of the; and

WHEREAS, both parties warrant that each has made a full disclosure of all assets and liabilities and each has been fully advised by the attorney of his or her choice as to his or her respective rights and liabilities, each against the other, to and upon the property in the estate of the other; and

WHEREAS, neither party at the time of this Agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or

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conditions that would affect his or her judgment other than the stress normally to be expected in a divorce; and

WHEREAS, both parties realize that had this matter gone to trial, they might have gotten more or less than they are individually receiving under this Agreement; and

WHEREAS, this Agreement is not made in collusion or as an Agreement for divorce, but only for the purpose of avoiding unseemly and expensive litigation affecting the rights of the parties in such presently owned property as they have; and

WHEREAS, Wife is represented by WHITNEY HARRINGTON, and the opposing party has been advised of his right to counsel, has been advised that he is not represented by WHITNEY HARRINGTON, has received no legal counsel from WHITNEY HARRINGTON, and has knowingly and intentionally waived his right to counsel.

WHEREAS, each party acknowledges that no tax advice has been given by either of their attorneys in this matter, if represented, and that each has had an opportunity to seek tax advice from other sources; and,

WHEREAS, each party acknowledges, pursuant to T.C.A. 36-4-134, that these proceedings may 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, and that it may be in each party's best interest to cancel, close, or freeze any jointly held accounts.

NOW, THEREFORE, in consideration of the mutual promises and agreement herein made, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

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Divorce Proceedings to be Filed. As soon as possible after the execution of this Agreement, WHITNEY HARRINGTON, shall cause to be prepared and file a complaint for divorce in the Courts of DavidsonCounty, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. Husband is aware that this divorce will be filed in the State of Tennessee. The parties agree to equally divide any Court costs presently due arising out of said divorce proceeding if uncontested.

The parties agree that Wife will receive the divorce on the grounds of irreconcilable differences. Pursuant to T.C.A. § 36-4-103, Husband waives filing an Answer or Counterclaim to the Complaint and waives all rights under the Servicemembers Civil Relief Act. The parties further agree that the signing of this Agreement is made in lieu of personal service of process and shall constitute a general appearance and answer by Husband so as to render personal jurisdiction over the Husband by the Court and shall constitute a Default Judgment against Husband for the purpose of the Wife obtaining a divorce on the grounds of irreconcilable differences, and while acknowledging that Wife's counsel does not represent Husband, Husband specifically authorizes entry of said pleadings by Wife's counsel.

Tax Liability. Both parties warrant and represent to each other that they have heretofore paid or will pay all income taxes, state and federal, on all joint returns heretofore filed or to be filed by the parties and that they have no interest or penalties due and owing with respect thereto to their respective knowledge. Further, the parties both represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years. In the event of an audit of a previously filed joint tax return, each spouse must notify the other and produce necessary records. The parties agree that, if there are any taxes owing for any term of marriage as set forth

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herein, due to failure to report income, failure to pay the taxes as provided, insufficient withholding, misstated deductions and the like, the party who failed to report income, failed to pay tax, failed to sufficiently withhold or misstated deductions shall be the party responsible for any additional tax liability that may be incurred. The responsible party shall hold harmless and indemnify the other party for any income tax liability, including interest and penalties, for federal or state income taxes owed. Further, both parties realize that they may have liability to the Internal Revenue Service that may transcend any provisions of this Agreement.

The parties agree to file a joint federal income tax return for the year 2017 if such is allowed under the Internal Revenue Code and agree that any refund will be Wife's and any remaining federal income tax liability will be paid by Husband.

Real Estate. Husband, by signing this Document, does convey to Wife any and all interests in the property at 3241 Trails End Lane; Nashville, TN more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 15-B on the Plan of Zone Lot Division, Lots 14 & 15, Trailwood, of record in Book 5210, Page 351, as amended in Book 6250, Page 139, Register's Office for said County, to which plan reference is hereby made for a more compltette description.
>
> This being the same property transferred to the parties by Shawn Pody and wife, Kelly P. Pody, as recorded by instrument number 0564069 as recorded in Book 11393, Page 832 the office of the Davidson County Register.

Husband is to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife is to assume liability for the obligations and debts secured by and related to the property.

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Separate Property. Each party shall receive his or her own separate party which is listed as follows:

Husband's separate property:

Wife's separate property: Home furnishings in the marital residence.

Personal Property to Be Divided. The parties agree that they will, to their mutual satisfaction, divide the personal property that they own. Each party shall receive all other property not heretofore referenced which was owned by them prior to the marriage as separate asset and each hereby waives any claim thereto. Each party shall receive his or her own articles of personal adornment, clothing and jewelry. Husband shall receive all his musical instruments, gear, and equipment. In the event of any dispute regarding the identification or classification of separate property as defined by Tennessee statute, then the parties agree to binding arbitration regarding this division, with each party paying one-half (1/2) of the arbitrator's fee. The arbitrator shall be mutually agreed upon. Should they fail to divide the personal property to their mutual satisfaction within thirty (30) days from the execution of this Agreement or, in any case, prior to this matter being heard for divorce, they shall so notify the Court. The absence of such notification to the Court shall constitute acknowledgment that the parties have divided the personal property to their mutual satisfaction. This Agreement constitutes a Bill of Sale of said personal property in transferring said ownership to the above-mentioned party.

Automobiles. Wife shall receive and be solely responsible for the 2004 Oldmobile Alero which she currently drives, and which is currently titled in the name of Wife solely. Husband transfers his interest in said vehicle to Wife and waives any and all claim to said vehicle.

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Husband shall receive and be solely responsible for the 2009 Chevy HHR which he currently drives, and which is currently titled in the name of Husband solely. Wife transfers her interest in said vehicle to Husband and waives any and all claim to said vehicle.

Each party shall insure his or her vehicle at his or her own expense. Each party agrees to assume all liability of any nature that arises as a result of the ownership or operation of each of his or her respective vehicles and each agrees to hold the other harmless in all respects therefrom.

Bank Accounts. Except as otherwise stated in this Agreement, each party is and shall remain the owner of all such stocks, bonds, securities of any kind, brokerage and bank accounts as are presently in his or her name alone, free and clear of any claim by the other.

Debts. Any debts not listed below or addressed elsewhere in this Agreement will be the responsibility of the party who incurred the debt. Both parties represent and warrant to the other that each has fully disclosed in writing (by furnishing a copy of charge slips or otherwise) to the other the amounts, dates, and nature of all charges heretofore made by that party against all credit cards or charge or credit accounts in the other's name.

Husband is to pay, and hold Wife harmless, for the following debts as an element of the division of the parties' property division: the mortgage payment that was due March 1 by March 31, 2018, and also the mortgage payment due April 1. Husband will also pay any sums due to AT&T for the parties' cell phones as of March 31, 2018, as well as any other household bills for the period prior to May 1, 2018.

Notice Regarding Insurance Coverage. The parties are not covered on the same health insurance policy and therefore the notice requirements of Tenn. Code Ann. § 56-7-2366 do not apply.

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Attorney's Fees. Only Wife is represented by WHITNEY HARRINGTON, and Wife will pay MS. HARRINGTON'S attorney's fees in connection with this divorce proceeding and this Agreement. Husband shall pay his attorney's fees in connection with this litigation.

Alimony Waived. Except as expressly provided in this Marital Dissolution Agreement, each party shall be fully released from the other party from any obligation for alimony, support and maintenance, and each party accepts the provisions herein for the full satisfaction of all property rights and all obligations for support or otherwise arising out of the marital relationship of the parties.

Beneficiary Revocation. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party that designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, 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 party 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 hereafter executed designated the other party as a beneficiary.

Confidentiality. The parties acknowledge that it is their mutual desire and intent to maintain confidentiality with respect to the terms of this Agreement and the exhibits attached hereto, if any. The parties as well as their respective attorneys, agents and family members of their choice may be consulted or advised of the Agreement, but each shall agree before any disclosure to refrain from disclosing any of the material terms of this Agreement, including any information contained in the exhibits, to any third parties except as necessary to implement the

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terms of this agreement or to enforce this Agreement in any judicial proceeding, or to comply with a court order or subpoena. If the potential disclosure is pursuant to subpoena, the party served the subpoena shall provide prompt notice to the other party to allow any objection to the subpoena unless such notification is prohibited by law.

Incorporation, Permanent and Pendente Lite. In the event of a divorce, it is agreed by the parties that all such parts of this Agreement as might be material, including those that might be lessened or destroyed, such as in the case of an unpaid temporary support award, shall be incorporated in the Final Decree.

Pending the entry of the Final Decree, the parties agree to the filing of this Agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this Agreement. By the signing of this Agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an order of this Court.

Voluntary Execution. Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against the other party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an enticement to enter into this Agreement, other than the representations set forth herein.

Modification. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and only if approved by the Court if such approval is required. Failure of either party to insist upon

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strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

Waiver. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as a full, final, and complete settlement of the property, marital, and other rights of the parties hereto. Both parties expressly waive any and all tort claims arising from any contractual provision, term, or related matter negotiated with this Agreement.

Entire Agreement. This Agreement contains the entire understanding and Agreement between the parties. The law of the state of Tennessee shall govern this Agreement in all respects.

Nondischargeability. 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 nondischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. Should either party incur any legal fees in defending or prosecuting their rights under this provision, the court shall award reasonable attorneys' fees to the prevailing party.

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Necessary Documents. Upon request, each party shall execute and deliver to the other any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other acts necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of the property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

Noncompliance. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the nondefaulting party. No breach, waiver, or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

Severance. The terms and provisions of this Agreement are to be severable. If any one or more of its terms and provisions is found by any court of competent jurisdiction to be for any reason invalid or unenforceable, such finding is not to affect the enforceability of the rest of the Agreement.

Credit. The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other, nor shall either party 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. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

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Non-Harrassment. After the signing and execution of this Agreement, Husband and Wife may continue to live separate and apart from one another, free from any control, restraint, harassment, or interference, directly or indirectly, from the other personally and as to their respective activities, including, but not limited to, social activities. Each party agrees that he or she shall not in any way harm, disturb, harass, trouble, or interfere in any way with the other, the other's peaceful existence, or with any other person who associates with or is related to the other party to this Agreement. Neither of the parties to this Agreement shall in any way whatsoever interfere with the other's employment, occupation, profession, or business, directly or indirectly.

The parties believe that this Agreement does not and should not invoke Section 922(g)(8) of Title 18, United States Code (also known as the "Brady Bill") or any other statute relating to firearms. Moreover, the parties agree no facts presently exist which would include the elements of Section 922(g)(8) of Title 18 United States Code. However, should any person or entity or agency attempt to list or register this portion of this Order for purposes of restraining or prosecuting either party from owning, attempting to own, possessing, using, transferring, selling, or delivering firearms, then only that portion of this order upon which such event may be based shall immediately be void or, if necessary, be void *ab initio*, from the date of issuance.

Removal from Residence. Husband expressly agrees to leave the marital residence at 3241 Trails End Lane, Nashville, TN on or before May 1, 2018.

Agreement to Mediate. The parties shall mediate any future changes desired or disputes arising from this Agreement prior to resorting to litigating same. The parties shall seek mediation services from a Tennessee Supreme Court Rule 31 Listed Mediator. Costs of mediation shall be proportionally shared according to the parties' incomes.

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IN WITNESS WHEREOF, in consideration of the premises and the mutual promises and undertakings herein contained, the parties enter into this Marital Dissolution Agreement to settle all of their property rights, past, present, and future, and all obligations for support or otherwise arising out of the marital relationship of the parties, the foregoing stating the entire agreement between the parties.

Lynn Ellen Foster
LYNN ELLEN FOSTER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 16 day of April, 2018, personally appeared LYNN ELLEN FOSTER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he or she executed the same as and for his or her free act and deed.

BLAIR MEYERS STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

NOTARY PUBLIC

My commission expires: 1/9/2022

JOHN HUBERT FOSTER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 19 day of April, 2018, personally appeared JOHN HUBERT FOSTER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he or she executed the same as and for his or her free act and deed.

SHELIAH RAMBURGEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires Mar 3, 2020

NOTARY PUBLIC

My commission expires: 03/03/2020

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Therefore, it is **ORDERED, ADJUDGED, AND DECREED** that the legal description of the real awarded to Plaintiff in the original Final Decree of Divorce shall be stricken, and replaced with the following:

> Land in Davidson County, Tennessee, being Lot No. 15-B on the Plan of Zone Lot Division, Lots 14 & 15, Trailwood, of record in Book 5210, Page 351, as amended in Book 6250, Page 139, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> This being the same property transferred to the parties by Shawn Pody and wife, Kelly P. Pody, as recorded by instrument number 0564069 as recorded in Book 11393, Page 832 the office of the Davidson County Register.

It is further **ORDERED, ADJUDGED, AND DECREED** that with the remainder of the original Final Decree of Divorce and the written Marital Dissolution Agreement are made a part of this Order by reference as if copied in full herein, and each party is ordered to abide by the terms thereof. It is finally

ORDERED, ADJUDGED, AND DECREED that any remaining unpaid Court costs of this cause will be borne by Plaintiff, for which execution ~~may issue if needed~~.

ENTER this the 21 day of July, 2020, *nunc pro tunc* to July 10, 2018.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

/s/ Whitney H. Harrington
Whitney H. Harrington (BPR #021365)
Attorney for Plaintiff
204 Fourth Ave. South
Franklin, TN 37064
(615) 716-8220 Telephone
(615) 716-8221 Facsimile

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CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing document has been mailed on this the 17th day of July, 2020 to:

JOHN HUBERT FOSTER
4560 Andrew Jackson Pkwy
Hermitage, Tennessee 37076-1419

/s/ Whitney H. Harrington
Whitney H. Harrington #21365