Karen Johnson Davidson County
Batch# 587604 DEEDDIV
03/09/2021 10:11:03 AM 27 pgs
Fees: $137.00 Taxes: $0.00

20210309-0030692

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 31 day of JULY, 2020, in Docket Number 20D52 between MARTIN, KAREN NICHOLL, Plaintiff, and MARTIN, MARK WYATT, 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 09 day of SEPTEMBER in the year two thousand twenty and in the 244th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____ *Deputy Clerk*

[SEAL]

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

KAREN NICHOLL MARTIN,	)	
	)	
Plaintiff/Wife,	)	
	)	
	)	No. 20D52
vs.	)	
	)	
MARK WYATT MARTIN,	)	
	)	
Defendant/Husband.	)	

FINAL DECREE

This cause came on to be heard on this the 29th day of July, 2020, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint filed by Wife on January 12, 2020 alleging Irreconcilable Differences as the grounds for divorce, the parties' Marital Dissolution Agreement and Permanent Parenting Plan signed by Wife on June 9, 2020 and by Husband on June 2, 2020. More than ninety (90) days have elapsed since the filing of the Complaint for Divorce in this case. From the Complaint, the Marital Dissolution Agreement and Permanent Parenting Plan signed by both parties, and upon the entire record in this cause the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff/Wife, KAREN NICHOLL MARTIN, be and is hereby granted an absolute divorce from Defendant/Husband, MARK WYATT MARTIN, on the grounds of Irreconcilable Differences, as set forth in Section 36-4-101 (14), Tennessee Code Annotated.

The Court affirmatively finds that there are two minor children born of this marriage, and by written agreement the parties have made adequate and sufficient provisions for the custody and support of the minor children, and the Permanent Parenting Plan is in the children's best interest, along with an equitable settlement of all property rights existing between the parties. The Court approves the Marital Dissolution Agreement and Permanent Parenting Plan signed by both parties, and the same are hereby incorporated by reference in full and are specifically made a part of this final Decree as follows:

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

KAREN NICHOLL MARTIN,	)	
	)	
Plaintiff/Wife,	)	
	)	
	)	No. 20D-52
vs.	)	
	)	
MARK WYATT MARTIN,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between MARK WYATT MARTIN of Davidson County, Tennessee, hereinafter referred to as "Husband" and KAREN NICHOLL MARTIN of Davidson County, Tennessee, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and have been separated since February 2019 and,

WHEREAS, said separation resulted from irreconcilable differences between the parties and they are not now living together as Husband and Wife; and,

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said action relative to child custody, support and division of property and debts; and,

WHEREAS, the parties are presently engaged in an action in the Fourth Circuit Court for Davidson County, No. 20D-52, seeking among other things a dissolution of their marriage; and,

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

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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 conditions that would affect their judgment other than the stress normally to be expected in a divorce; and,

WHEREAS, Wife is represented by Kamie L. Hefner, and Husband is representing himself, and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter contained, the parties do mutually agree as follows:

1. **MUTUAL UNDERSTANDING:**

That each of said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this agreement, and all of the obligations contained herein, and that each of said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties now has or might hereafter or otherwise have toward the other. This Agreement is not made in collusion with each other, and it is understood that in the case of a divorce on fault grounds, proof must be presented to the Court of those grounds sufficient to establish the merits of the claim.

2. **NO INTERFERENCE:**

Each party shall be free from the interference, authority and control, either directly or indirectly, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

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3. **WAIVER OF SERVICE**:

Husband is aware that this divorce action is on file in the Fourth Circuit Court for Davidson County, Docket Number 20D-52, and he has received a copy of Wife's Complaint for Divorce. Husband waives further service and waives filing an answer.

4. **DIVORCE**:

Wife shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

5. **MINOR CHILDREN**:

The parties are the parents of two (2) minor children, Wyatt Martin, date of birth March 13, 2006 and Lindsley Martin, date of birth May 15, 2007. Provisions concerning the time the children shall be with each parent, decision-making responsibilities for the children, and other matters relating to the children are contained in a Permanent Parenting Plan which has been executed by the parties contemporaneous with the execution of this Marital Dissolution Agreement and which is incorporated herein by reference and made a part hereof.

6. **ALIMONY**:

Both parties agree to waive any claim to alimony, past, present, or future.

7. **REAL PROPERTY**:

(a) The parties are the owners of real property located at 317 Ketch Cv., Hermitage, Davidson County, Tennessee 37076. The property shall be placed on the market for sale on or before June 15, 2020 with realtor, Lise Deschenes with Fridrich & Clark Realty, at a list price to be determined by Ms. Deschenes if the parties are not in agreement regarding a list price. The property shall stay on the market until it is sold. The parties shall cooperate with all reasonable offers. The parties agree that Wife shall have sole possession of the residence until it closes. Until the property sells, the parties shall continue to pay all expenses for the residence

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"status quo". The parties agree to equally (50-50) pay for any repairs (punch list) necessary after the inspection, for an amount not to exceed $2,500 total. The net proceeds from the sale of the residence, after the realtor's commission, lien(s), closing costs, shall be awarded 50% to Husband, and 50% to Wife.

(b) The parties are the owners of real property located at 406 Sloan Road, Nashville, Davidson County, Tennessee 37209 which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Unit No. 406 of Parkland Condominiums, Phase IV, as shown on "Exhibit B" to the Master Deed establishing Parklane Condominiums, Phase IV of record in Book 7646, Page 264, in the Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.
>
> Being the same property conveyed to Mark W. Martin and Karen N. Martin by deed from Karen N. Martin (Nicholl) of record in Instrument No. 20120217-0013933, Register's Office for Davidson County, Tennessee.

This property shall be and hereby awarded to Wife and any right, title and interest in and to said property currently held by Husband shall be divested out of Husband and vested solely in Wife. Said property is financed solely in Wife's individual name. Wife shall be solely responsible for all indebtedness on this property. Wife shall pay Husband the sum of $77,246 for his interest in this property at the time of the sale of the commercial property listed in paragraph 8 below.

(c) The parties are the co-owners of real property located at 6680 Charlotte Avenue, E-1, Nashville, Davidson County, Tennessee 37209 which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Unit No. E-1 on the Plan of West Meade Condominiums, created under Title 66, Chapter 27, Sections 101, et seq. as amended, Tennessee Code Annotated and as established by the Master Deed of record in Book 5923, page 704, and amended in Book 6277, Page 653, and further amended in Book 7333, Pages 415 and 418, together with an undivided percentage interest in the common elements appurtenant to said Units as set forth in Exhibit A-1 of said Master Deed.

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Plat being more particularly described of record in Book 5200, Page 430, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Kevin Nicholl and Maria Nicholl, husband and wife, a One-Half (1/2) undivided interest and Mark Martin and Karen Martin, husband and wife, a One-Half (1/2) undivided interest, by deed from Charles Stephen Rawls of record in Instrument No. 20131001-0102836, Register's Office for Davidson County, Tennessee.

This property shall be and hereby awarded to Wife and any right, title and interest in and to said property currently held by Husband shall be divested out of Husband and vested solely in Wife. Wife shall pay Husband the sum of $27,950 for his interest in this property at the time of the sale of the commercial property listed in paragraph 8 below. Said property is financed in Wife's and Husband's joint names. Wife shall be solely responsible for all indebtedness on this property, and she shall pay the mortgage indebtedness in full so as to remove Husband's name as an obligor at the time of the sale of the commercial property listed in paragraph 8 below.

8. **REAL (COMMERCIAL) PROPERTY**:

The parties own commercial real property located at 208 Fesslers Lane, Nashville, Tennessee 37210. Said property has an approximate mortgage of $85,000. Wife shall place the property on the market for sale by owner prior to June 1, 2020, and it shall stay on the market until sold. Wife shall pay the mortgage and property taxes on the property until the closing. The net proceeds from the sale of the property, after lien(s), closing costs, shall be awarded 100% to Wife. At the time of the closing, Wife shall pay Husband the sum of $105,196 for his interest in the properties listed in paragraph 7 above. Wife shall also pay the parties' Internal Revenue Service (IRS) debt in the approximate amount of $25,000 at the time of the closing, and the mortgage indebtedness in full for the 6680 Charlotte Avenue, E-1, Nashville, Davidson County, Tennessee 37209 listed in paragraph 7 above so as to remove Husband's name from all mortgage

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indebtedness. Wife shall be solely responsible for the capital gains for the commercial property in the approximate amount of $90,000.

9. **VEHICLES**:

Wife shall be awarded as her sole and separate property the respective automobile she is currently driving, one 2016 Honda Fit, which is unencumbered by debt and is titled solely in Wife's individual name. Wife shall also be awarded the Coleman "pop-up" camper.

Husband shall be awarded as his sole and separate property the respective automobile he is currently driving, one 2004 Ford F-150, which is unencumbered by debt and is titled solely in Husband's individual name.

10. **PERSONAL PROPERTY AND HOUSEHOLD FURNISHINGS**

The parties have already divided their personal property and household furnishings. Each party shall be awarded all property in their possession.

11. **INDEBTEDNESS**:

Wife shall solely responsible for the parties' IRS debt in the approximate amount of $25,000, and she shall pay this amount in full at the time of the closing of the commercial real property listed in paragraph 8 above.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other party harmless from any liability thereon.

12. **RETIREMENT PLANS**:

Neither party participates in any retirement plan.

13. **BANK ACCOUNTS**:

Wife shall be awarded all interest in the Fifth Third Bank account (2892), and

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Husband shall sign all necessary documents to remove his name from this account within seven (7) days of execution of this agreement.

The parties agree that all funds on deposit in bank accounts, including checking accounts, savings accounts, money market accounts, and/or certificates of deposit, unless otherwise addressed in this Agreement, styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

14. **CREDITOR CLAIMS**:

In the event a creditor of either party makes a claim against the other party that is upheld by a court of competent jurisdiction to pay any debt 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 other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

15. **NON-COMPLIANCE**:

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 non-defaulting 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.

16. **SEVERANCE**:

Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

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17. **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 approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

18. **COMPLETE DISCLOSURE**:

Each party has made a full and complete disclosure of his or her assets and liabilities.

19. **EXECUTION OF INSTRUMENTS**:

It is agreed that either party shall promptly execute any and all documents of any and every kind and character for the other which may be necessary and proper to carry out the terms of this Agreement.

20. **REPRESENTATIONS**:

The parties represent to each other as follows:

Each party fully understands the facts and has been fully informed of his or her legal rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than set forth herein.

Both parties specifically acknowledge that they understand the terms of this Agreement, and that they have either consulted with, or have had the opportunity to consult with,

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legal counsel prior to entering into this Agreement, and they further acknowledge and represent that they have reviewed this Agreement independently of each other and their respective counsel.

It is further understood and agreed that the terms and provisions of this Marital Dissolution Agreement may be incorporated into any decree of divorce which may hereafter be obtained by either party, and the issues of property, debts, and child support shall be enforceable by contempt proceedings, if necessary. The parties understand that a Court of competent jurisdiction must accept this Agreement as being equitable and fair prior to its having a binding effect as a Court Order. This instrument is being entered into by the parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress, or misrepresentation.

21. **LIFE INSURANCE**:

Each party shall be awarded any life insurance policy insuring their own life, in their individual name.

22. **ATTORNEY FEES AND COURT COSTS**:

Each party shall be responsible for their individual attorney fees. Wife shall be responsible for equally paying any remaining court costs assessed in this cause.

This Agreement shall be governed by the laws of the State of Tennessee.

This Agreement shall be binding upon the respective heirs, representatives, executors, administrators and assigns of the parties hereto.

23. **TAX ADVICE**:

Counsel preparing this Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property, including but not limited to stock(s), franchise ownership, retirement benefits, 401K plans, IRAs, or other pension plans, and have advised each party to seek other independent advice as to tax

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consequences and penalties of transfer, if any.

24. **INCOME TAX:**

The parties shall file jointly their federal income tax return for tax year 2019 and separately for all years thereafter. The parties shall divide any refund and/or deficiency/tax liability for tax year 2019 equally (50-50).

Husband and Wife each represent and warrant to the other that all federal income tax returns are or were in all respects, true, correct and completed, and fully and accurately reflect income and deductions for those years. If, in connection with the joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon, shall be borne by either or both of the parties, depending if the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties', and if so, to what extent, or out of a joint income or deduction.

25. **HEALTH INSURANCE:**

Each party shall be responsible for providing his or her own health insurance upon entry of the final decree.

26. **TAX EXEMPT STATUS:**

This agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but is a proportional division of property by co-owners.

27. **NOTICE REGARDING CREDITORS:**

This agreement does not necessarily affect the ability of a creditor to proceed against a party, or party's property, even though the party is not responsible under the terms of this decree for the account, any debt associated with the account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

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28. **ACCEPTANCE BY THE PARTIES:**

With respect to each party's responsibility for the 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 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

29. **DISCOVERY:**

The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written (Interrogatories, Request for Production of Documents, etc.) and/or oral (Depositions) discovery, as part of this proceeding. However, each party waives his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

WITNESS THE HAND of the Husband on this the 5.27 day of June, 2020, and of the Wife on this the 2nd day of June, 2020.

MARK WYATT MARTIN
Husband

KAREN NICHOLE MARTIN
Wife

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THE STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for said County and State, MARK WYATT MARTIN, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as and for his free act and deed.

WITNESS MY HAND AND SEAL at Murfreesboro, Tennessee, this the 2nd day of June, 2020.

NOTARY PUBLIC

NOEMI RODRIGUEZ STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY COMM. EXP. 12/1/2020

My Commission Expires:
12/01/2020

THE STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for said County and State, KAREN NICHOLL MARTIN, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as and for her free act and deed.

WITNESS MY HAND AND SEAL at Nashville, Tennessee, this the 9 day of June, 2020.

Regina T. Crouch
NOTARY PUBLIC

My Commission Expires:
7/3/2023

REGINA T. CROUCH STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON
My Commission Expires 7/3/2023

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STATE OF TENNESSEE	FOURTH CIRCUIT COURT *(Must be completed)*	DAVIDSON COUNTY *(Must be completed)*
PERMANENT PARENTING PLAN ORDER ☐ PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		FILE NO. 20D52 DIVISION _____

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
Karen Nicholl Martin	**Mark Wyatt Martin**
☒ Mother ☐ Father	☐ Mother ☒ Father

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child even though they are divorced. They will not speak badly of each other or the members of the family of the other parent. They will encourage each child to continue to love the other parent and be comfortable in both families.

This plan
- ☒ is a new plan.
- ☐ modifies an existing Parenting Plan dated .
- ☐ modifies an existing Order dated .

Child's Name	Date of Birth
Wyatt Martin	3/13/06
Lindsley Martin	5/15/07

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the Mother.

Under the schedule set forth below, each parent will spend the following number of days with the child:

Mother 315 days Father 50 days.

B. DAY-TO-DAY SCHEDULE

The ☒ mother ☐ father shall have responsibility for the care of the children except at the following times when the other parent shall have responsibility:

For Lindsley: From Saturday at 9:00 a.m. – 5:00 p.m., and Sunday at 9:00 a.m. – 5:00 p.m. *The parties agree to consult with Lindsley's counselor, LeeAnn Love, and follow her recommendation as to when this parenting time should begin.

☐ every week ☒ every other week ☐ other:

and from Wednesday after school to Wednesday at 8:00 p.m.

☒ every week ☐ every other week ☐ other:

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For Wyatt: From Saturday at 9:00 a.m. until Sunday at 5:00 p.m.

☐ every week ☒ every other week ☐ other:

and from Wednesday after school to Wednesday at 8:00 p.m.

☒ every week ☐ every other week ☐ other:

This parenting schedule begins ☒ immediately.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

	Mother	Father
Easter Day(unless otherwise coinciding with Spring Vacation)	Odd	Even
Mother's Day	Every	
Memorial Day (if no school)	Odd	Even
Father's Day		Every
Labor Day	Even	Odd
Thanksgiving	Even	Odd
Children's Birthday	2 hours	2 hours

A holiday shall begin at 9:00 a.m. on the day of the holiday and end at 6:00 p.m. the night of the holiday.

D. FALL VACATION (*If applicable*)

The day-to-day schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

For even numbered years, Father shall have parenting time on December 24th from 9:00 a.m. until 6:00 p.m., and Mother shall have parenting time from December 24th at 6:00 p.m. until December 25th at 6:00 p.m.

For odd numbered years, Mother shall have parenting time on December 24th from 9:00 a.m. until December 25th at 9:00 a.m., and Father shall have parenting time on December 25th from 9:00 a.m. until 6:00 p.m.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply.

G. SUMMER VACATION

The day-to-day schedule shall apply.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the children shall be the Mother's home, or the school if the pick-up time is before/after school.

Payment of long distance transportation costs *(if applicable)*: ☐ mother ☐ father ☐ both equally.

Other arrangements: ____

If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that

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parent.

I. SUPERVISION OF PARENTING TIME *(If applicable)*

☐ **Check if applicable**

Supervised parenting time shall apply during the day-to-day schedule as follows:

☐ Place:
☐ Person or organization supervising: ____
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

The following special provisions apply:

-Father has recently transitioned from a half-way house to independent housing. Father has had a history of substance abuse and is currently in recovery. Once Father has been in independent housing for one (1) year, the parties agree to attend mediation within 30 days to address overnight parenting time with Lindsley for Father. If the parties are unsuccessful in mediation, then Father shall Petition the Court to request overnight parenting time. Nothing in this plan prevents Mother and Father from agreeing to additional parenting time between Father and the minor children during this first year.

-Father agrees to not possess any firearms during his parenting time. He agrees to have a third party, agreed upon by Mother and Father, to maintain possession of all of Father's firearms during Father's parenting time.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☐ mother	☐ father	☒ joint
Non-emergency health care	☐ mother	☐ father	☒ joint
Religious upbringing	☐ mother	☐ father	☒ joint
Extracurricular activities	☐ mother	☐ father	☒ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $7,500.00
Mother's gross monthly income is $2,500.00

1. The final child support order is as follows:

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a. The ☐ mother ☒ father shall pay to the other parent as regular child support the sum of $ 1500.00 ☐ weekly ☒ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

If this is a deviation from the Child Support Guidelines; explain why: Father's child support in accordance with the guidelines would be $1174.00 per month. Application of the guidelines would be unjust in this particular case since Father is such a high wage earner and he does not have any overnight parenting time with Lindsley, and that Mother is a low wage earner. The best interests of the children are served by an upward deviation of $326.00 per month since Mother will be the parent caring for one of the children overnight 365 days per year, and that same child has special needs and attends Currey Ingram, and attends cognitive therapy and counseling weekly, and that Mother exclusively transports the minor child to and from her cognitive therapy, cognitive therapy program, counseling, and to and from Currey Ingram. The parties agree that said upward deviation is in the best interests of the minor children.

2. Retroactive Support: A judgment is hereby awarded in the amount of $_____ to ☐ mother ☐ father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the 1st day of February, 2020.

This support shall be paid:

☐ directly to the other parent.
☐ to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at:_____.
A Wage Assignment Order is attached to this Parenting Plan
☒ by direct deposit to the other parent at Fifth Third Bank for deposit in account no 7360712892.
☐ other:
The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

*Child Support Worksheet can be found on DHS website at http://www.state.tn.us/humanserv/is/incomeshares.htm or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*

The ☒ mother ☐ father is the parent receiving child support.

The Mother shall claim the minor children every year for the tax exemption, child tax credit, and child care deduction.

* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

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The ☐ mother ☐ father may claim the exemptions for the child or children so long as child support payments are current by the claiming parent on January 15 of the year when the return is due. The exemptions may be claimed in: ☐ alternate years starting _____ ☐ each year ☐ other: _____.

The ☐ mother ☐ father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15 of the year the tax return is due.

C. PROOF OF INCOME AND WORK-RELATED CHILD CARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

The parent paying work-related child care expenses shall send proof of expenses to the other parent for the prior calendar year and an estimate for the next calendar year, on or before February 15.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the children will be:

☐ maintained by the mother
☒ maintained by the father
☐ maintained by both

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the other parent to consult with the insurance carrier regarding the coverage in effect.

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, orthodontia, dental, counseling, cognitive therapy, eyeglasses, contact lens, and routine annual physicals will be paid pro-rata by the parties. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

If available through work, the ☐ mother ☒ father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

Father shall insure his own life in the minimum amount of $75,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name Mother as sole irrevocable primary beneficiary and as trustee for the benefit of the children, to serve without bond or accounting. Father shall provide Mother with a complete copy of the life insurance policy showing the face value, beneficiary

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designation, and that it is in force, within 30 days of entry of the final decree, and every year on the anniversary of the final decree.

IV. PRIMARY RESIDENTIAL PARENT (CUSTODIAN) FOR OTHER LEGAL PURPOSES

The child or children are scheduled to reside the majority of the time with the ☒ mother ☐ father. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance*, disputes must be submitted to:

☒ Mediation by a neutral party chosen by the parents or the Court.
☐ Arbitration by a neutral party selected by parents or the Court.
☐ The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by ☒ written request ☐ certified mail ☐ other: _____
In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

Under T.C.A. § 36-6-101 of Tennessee law, both parents are entitled to the following rights:

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;

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(2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;

(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;

(4) The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting parent as a result of this requirement shall provide such address to the other parent or a third person;

(6) The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent

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traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

(9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that absent agreement between the parents or an objection by the non-relocating parent within thirty (30) days of the date notice is sent by registered or certified mail in accordance with subsection (a), the relocating parent will be permitted to do so by law.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by ☐ both parents ☐ mother ☐ father ☐ neither.

Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. ***(A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)***

[signature] 6-9-20 Nashville, TN
Mother Date and Place Signed

Sworn to and subscribed before me this 9 day of June, 20 20

My commission expires: 7/3/2023

Regina T. Crouch
Notary Public

REGINA T. CROUCH
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Commission Expires 7/3/2023

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Father 6.2.20 Murfreesboro, TN
Date and Place Signed

Sworn to and subscribed before me this 2nd day of June, 2020.

My commission expires: 12/01/2022

KIMBERLY RODRIGUEZ NOTARY PUBLIC STATE OF TENNESSEE RUTHERFORD COUNTY COMM. EXP. 12/1/2022

Notary Public

APPROVED FOR ENTRY:

Kamie L. Hefner, #18032
116 Wilson Pike Circle, Suite 103A
P. O. Box 992
Brentwood, TN 37024
(615)370-9800
Attorney for Mother

Note: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows:

It is so ORDERED this the 31st day of July 2020

Judge or Chancellor

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

7/29/20 - 10:47 AM

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

		PRP	ARP	SPLIT
Name of Mother or Parent 1:	Karen Martin	X		
Name of Father or Parent 2:	Mark Martin		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	20D52			
Court name:	Fourth Circuit			

Name(s) of Child(ren)	Date of Birth	Days with Mother or Parent 1	Days with Father or Parent 2	Days with Caretaker
Wyatt	3/13/06	315	50	
Lindsley	5/15/07	315	50	

Part II. Adjusted Gross Income

Use Credit Worksheet to calculate line items 1d - 1e

			Mother or Parent1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
1		Monthly Gross Income	$ 2,500.00	$ 7,500.00	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid	-	-	
	1c	Subtotal	2,500.00	7,500.00	
	1d	Credit for in-home children	0.00	0.00	
	1e	Credit for not-in-home children	0.00	0.00	
2		Adjusted Gross Income (AGI)	$ 2,500.00	$ 7,500.00	
2a		Combined Adjusted Gross Income	$10,000.00		
3		Percentage Share of Income (PI)	25%	75%	
3a		Means Tested Income only (Y/N)	N	N	

Part III. Parents' Share of BCSO

4		BCSO allotted to primary parent's household	$ 1544.00	$ 0.00	$ 0.00
4a		Share of BCSO owed to primary parent	$ 0.00	$ 1158.00	
4b		BCSO if Self Support Reserve (SSR) is applied	N/A	N/A	
5		Each parent's average parenting time	N/A	50	
5a		Parenting Time Adjustment (68 or less days)	N/A	60.28	
5b		Adjusted BCSO (68 or less days)	N/A	1218.28	
6a		Parenting Time Adjustment (92 or more days)	N/A	N/A	
6b		Adjusted BCSO (92 or more days)	N/A	N/A	
7		Calculated BCSO	$ 0.00	$ 1,218.28	

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Child Support Worksheet

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Part IV. Additional Expenses

		Mother or Parent 1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 1,218.28	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 1,218.00

* Enter the difference between the greater and smaller numbers from Line 11 except in non-parent caretaker situations.

Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

13a	Current child support order amount for the obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

Deviations must be substantiated by written findings in the Child Support Order

14	Deviations (Specify): The parties agree that it is in the best interests of the minor children for Father to pay this upward deviation to Mother due to a financial hardship, and since Father does not have overnight parenting time with Lindsley.	$	$ 282.00
15	Adjusted for Minimum Order (Y/N)	N	N
16	Final Child Support Order (FCSO)	$ 0.00	$ 1,500.00
17	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 1,500.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Kamie L. Hefner Date: 7/29/20

Title: Attorney for Mother

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IT IS ORDERED, ADJUDGED AND DECREED by the Court that all provisions of the said Marital Dissolution Agreement and Permanent Parenting Plan are hereby approved and made the Judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife's name shall be restored to her maiden name, KAREN NICHOLL.

It is further appearing to the Court that the parties' current mailing addresses are as follows:

KAREN NICHOLL 317 Ketch Cv. Hermitage, TN 37076	MARK WYATT MARTIN 6916 Timberlake Drive Murfreesboro, TN 37210

The remaining costs of this cause shall be paid by Wife for which execution may issue, if necessary. This concludes attorney, Kamie L. Hefner's representation in this case.

ENTERED THIS 31st day of July, 2020.

HONORABLE PHILIP E. SMITH

APPROVED FOR ENTRY:

/s/Kamie L. Hefner
Kamie L. Hefner, #18032
Hefner & Hefner
Attorney for Plaintiff/Wife
P.O. Box 992
116 Wilson Pike Circle, Ste. 103A
Brentwood, Tennessee 37024
(615) 370-9800

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of this document was mailed to:

Mark W. Martin – pro se Husband
6916 Timberlake Drive
Murfreesboro, TN 37210

on this the 19th day of July, 2020.

/s/Kamie L. Hefner
Kamie L. Hefner