Karen Johnson Davidson County
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EFILED 06/10/20 01:2[illegible]M CASE NO. 20D514 Richard R. Rooker, [illegible]rk

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

ALISON LOUISE MELTON,	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 20D514**
	)	
	)	**Notice of Entry Requested**
	)	
BRET HAYES MELTON,	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on June 9, 2020, before the Honorable Philip E Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce on the ground of Irreconcilable Differences; Marital dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open Court and statement of counsel, from all of which the Court finds as follows:

The current address of the parties is as follows:

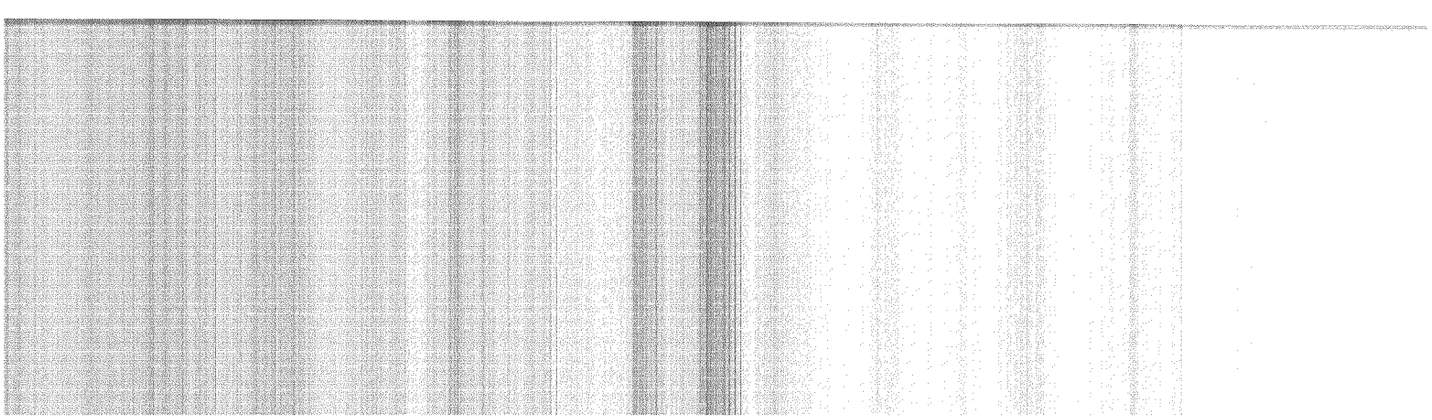
Alison Louise Melton	Bret Hayes Melton
448 Foothill Dr	448 Foothill Drive
Nashville, TN 37217-1419	Nashville, TN 37217

This cause was filed on March 24, 2020 and has been pending for more than sixty (60) days;

It is ORDERED that the Complaint is amended to reflect that the Wife's length of residence in Tennessee in the Statistical Information of the Complaint be "13 years" rather than "13";

The parties have fully complied with the provisions of T.C.A. §56-7-2366;

There exists between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible;



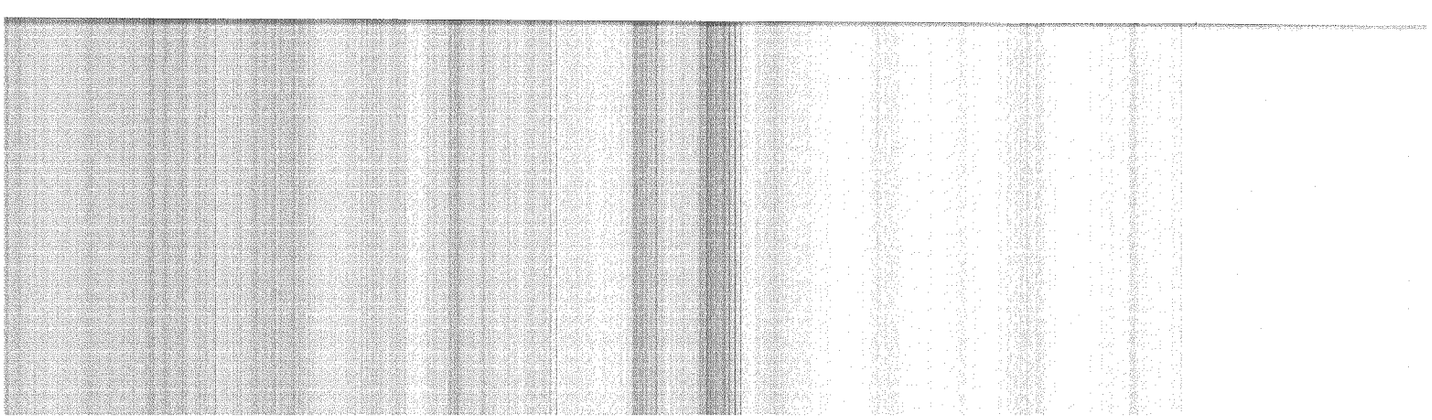
The Marital Dissolution Agreement submitted to this Court for approval is fair and equitable and should be made the judgment of this Court;

The Wife's name shall be restored to her maiden name of ALISON LOUISE DUCHON;

It is further **ORDERED, ADJUGED AND DECREED** that the Plaintiff ALISON LOUISE MELTON is hereby awarded an absolute divorce on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons;

It is further **ORDERED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and is in words and figures as follows:

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EFILED 06/10/20 01:[illegible]M CASE NO. 20D514 Richard R. Rooker, [illegible]erk

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

ALISON LOUISE MELTON,	)	
	)	
Plaintiff	)	
	)	
VS.	)	Docket No. 20D514
	)	
BRET HAYES MELTON,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, ALISON LOUISE MELTON (hereinafter referred to as the "Wife") and BRET HAYES MELTON (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court for Davidson County at , Tennessee for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there are no minor children.

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WHEREAS, the Defendant in this cause by entering into this Agreement waives jurisdiction, venue and further service and waives filing an answer to the Complaint in this cause.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as Wife sole property the 2016 Ford F150 which Wife drives as Wife's vehicle, titled in the Wife's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as Wife's sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that Wife shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as Husband sole property the 2015 Ford F150 which Husband drives as Husband's vehicle, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as Husband's sole

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property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that Husband shall indemnify and hold the Wife harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that Husband might have in the real property owned by the parties located at 448 Foothill Drive, Nashville, TN 37217, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

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The following real estate, situated and being in the County of Davidson, State of Tennessee:

Being Lot Number 76, 6th Civil District on the Plan of Section 2, Hill-N-dale, of record in Plat Book 4175 at page 5, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that Wife shall indemnify and hold the harmless thereon.

It is agreed by and between the parties that the Wife shall relinquish any interest that Wife might have in the real property owned by the parties located at 3380 Mimosa Drive, Nashville, TN 37211, and more particularly described below, so that the Husband shall own this property free and clear of any interest or claim of the Wife, and any interest of the Wife shall be divested from Wife and reinvested in the Husband. The property is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Glencoe Acres, Section I of record in Book 1835, pages 136-138, Register's Office for Davidson County, Tennessee.

Said Lot 10 fronts 72.3 feet on the easterly margin of Mimosa Drive and extends back 237 feet on the northerly line and 260 feet on the southerly line to a line in the rear measuring 78.2 feet thereon.

Being the same property conveyed to Donald L. Kaylor and wife, Karen H. Kaylor, by deed from Wallace R. McMahon and wife, Susan L. McMahon, of record in Book 5355, page 405, Register's Office for Davidson County, Tennessee.

This conveyance is subject to restrictive covenants of record in Book 2088, page 534, Register's Office for said County; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantees herein.

As part of the above consideration, the Grantees herein, assume and agree to pay the unpaid balance owing on a certain note executed by the Granters herein to Commerce Union Bank in the original principal amount of $31,650.00 of record in Book 5355, page 407, Register's Office for Davidson County, Tennessee, assigned to Wachovia Mortgage Company by instrument not of record.

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It is agreed by and between the parties that the Husband shall relinquish any interest that Husband might have in the real property owned by the Wife located at 208 Garner Street Springfield TN 37172, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from Husband and reinvested in the Wife. The mortgage is in Wife's name only. The property is more particularly described as follows:

> Certain Real Property situate in the County of Robertson, State of Tennessee, and described as follows:
> Being lot 15 and 16, Block "B", W.B. Taylor Subdivision to the Town of Springfield, a Plat of which appears of record in Deed Book 79, Page 79 in the office of the Register of Deeds, Robertson County, Tennessee. Said Lots Nos. 15 and 16 adjoin and front together 50 feet on the East side of Garner Street and run back between parallel lines 145.6 feet to a dead line.
> Being the same property conveyed to Allison L. Melton, married, by deed of record in Record Book 1717, page 795, said Register's Office.

V. RETIREMENT PLANS.

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan with Thoroughbred Financial Group. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that Husband might have in the retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of Husband in the retirement/pension/profit sharing plan of the Wife shall be divested from Husband and reinvested in the Wife, so that Wife shall own Wife's retirement/pension/profit sharing plan as Wife's sole property, free and clear of any interest or claim of the Husband.

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan with Express Scripts. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that Husband might have in the

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retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of Husband in the retirement/pension/profit sharing plan of the Wife shall be divested from Husband and reinvested in the Wife, so that Wife shall own Wife's retirement/pension/profit sharing plan as Wife's sole property, free and clear of any interest or claim of the Husband.

The parties acknowledge that the Husband has acquired an interest in a retirement/pension/profit sharing plan with Thoroughbred Financial Group. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that Wife might have in the retirement/pension/profit sharing plan of the Husband. It is agreed by and between the parties that the interest of the Wife in the retirement/pension/profit sharing plan of the Husband shall be divested from Wife and reinvested in the Husband, so that the Husband shall own Husband's retirement/pension/profit sharing plan as Husband's sole property, free and clear of any interest or claim of the Wife.

VI. MARITAL DEBTS.

It is agreed by and between the parties that the parties have incurred joint marital debt during the marriage.

It is agreed that the Wife shall be responsible for the following debts: Pentagon Federal Credit Union

Notice pursuant to T.C.A. §36-4-134: This Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

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VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2019. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2020 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for 2020 tax year.

X. ATTORNEY FEES.

It is agreed by and between the parties that each party shall pay their own attorney fees for representation in this matter.

XI. BUSINESS.

The parties acknowledge that the Husband is the owner of a business known as "Bret's Basement Lounge, located in Nashville, Tennessee. The Wife agrees that any interest that Wife might have in the aforesaid business shall be divested from Wife and reinvested in the Husband so that Husband shall own this as his sole property, free and clear of any interest or claim of the Wife. The Husband agrees to be solely responsible for any encumbrances or liabilities Husband may have incurred as a result of Husband's ownership in "Bret's Basement Lounge", and to

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indemnify and hold the Wife harmless.

XII. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the Wife.

XIII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIV. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XVI. ENTIRE AGREEMENT.

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It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVII. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVIII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XIX. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of

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competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XXI. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXII. 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. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXIII. 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 represents a division of property by co-owners.

XXIV. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had

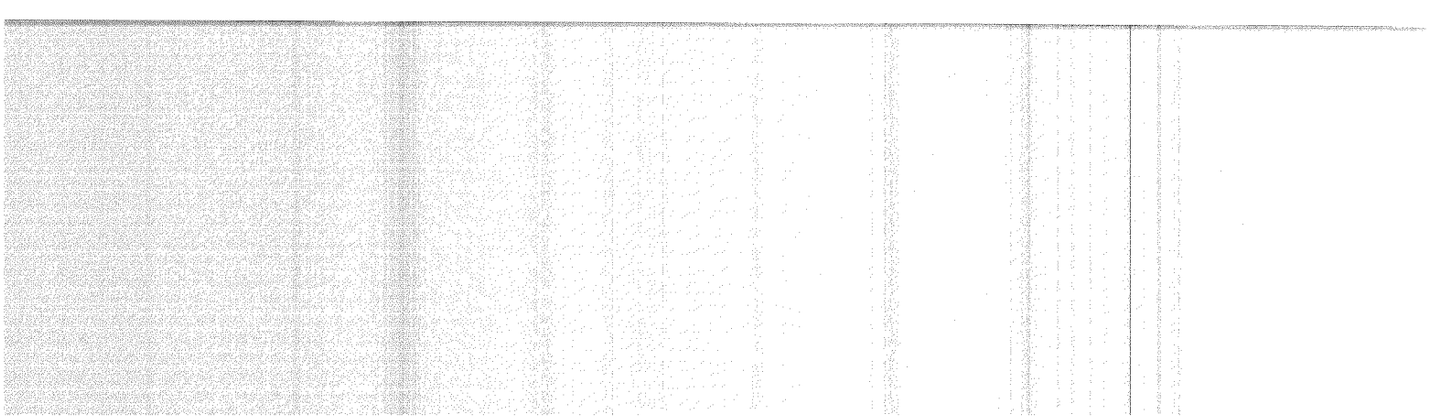
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an opportunity to do so.

XXV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife's maiden name of Duchon be restored to her so that her name will be Alison Louise Duchon.

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WITNESS OUR HANDS, this 15th day of April, 2020 as to the Alison Louise Melton, and this 14th day of April, 2020 as to the Bret Hayes Melton.

Alison Louise Melton
Alison Louise Melton

Bret Hayes Melton
Bret Hayes Melton

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Alison Louise Melton, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this _____ day of _____, 20___.

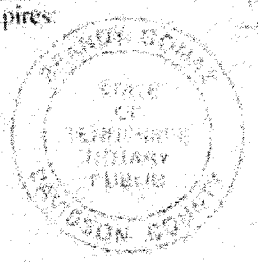
NOTARY PUBLIC _____
My Commission expires: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Bret Hayes Melton, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 14th day of April, 20 20.

NOTARY PUBLIC Douglas Moseley
My Commission expires: 7-3-21



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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Alison Louise Melton, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 15th day of April, 2020.

NOTARY PUBLIC Sylvia Tennant
My Commission expires: 1-4-21

SYLVIA TENNANT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 4, 2021

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It is further **ORDERED** that the Wife is hereby restored to her maiden name of ALISON LOUISE DUCHON;

It is further **ORDERED** that each party shall pay his or her own attorney's fees;

It is further **ORDERED** that the Plaintiff shall pay the Court costs in this cause for which execution may issue if necessary.

Notice pursuant to T.C.A. §36-4-134: This Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

This is the 10th day of June, 2020.

PHILIP E SMITH, JUDGE

APPROVED FOR ENTRY:

TURNER LAW OFFICES, P.C.

S/Jessica R Simpson
Robert J. Turner, # 15107
Jessica R Simpson, # 33908
208 3RD Ave N, Suite 100
Nashville, TN 37201
(615) 259-2660
JSimpson@TurnerLawOffices.com

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served on the following by (XX) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy by U. S. Mail:

Alison L Melton
448 Foothill Dr
Nashville, TN 37217
ali63moore@yahoo.com

Bret H. Melton
448 Foothill Drive
Nashville, TN 37217

This the 9th day of June, 2020

S/Jessica R Simpson
Robert J. Turner/Jessica R Simpson

STATE OF TENNESSEE

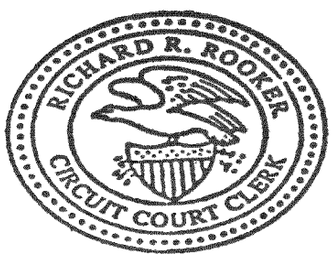
I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 10 day of JUNE, 2020, in Docket Number 20D514 between MELTON, ALISON LOUISE, Plaintiff, and MELTON, BRET HAYES, 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 AUGUST in the year two thousand twenty-one and in the 245th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]



Tennessee Certification of Electronic Document

I, Ginger L Carlisle, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on June 10, 2021 (date of document).

Ginger L Carlisle
Affiant Signature

September 9, 2021
Date

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 9 day of September, 2021.

DOLORES E. BROWN
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires 04-17-2023

Notary's Signature

MY COMMISSION EXPIRES: 4/17/2023

NOTARY'S SEAL