Karen Johnson Davidson County
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STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the THIRD Circuit Court for Davidson County, Tennessee, on the 15 day of OCTOBER, 2019, in Docket Number 18D225 between SEABOALT, BLAINE ALAN, Plaintiff, and SEABOALT, VICKI RENEE, 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 14 day of JANUARY in the year two thousand twenty-two and in the 245th year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

By: _____ *Deputy Clerk*

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EFILED 10/15/19 11:07:27 CASE NO. 18D225 Richard R. Rooker, Clerk

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
at NASHVILLE

BLAINE ALAN SEABOALT,	)	
Plaintiff/Husband,	)	
	)	
vs.	)	**Docket No. 18D-225**
	)	
VICKI RENEE SEABOALT,	)	
Defendant/Wife.	)	

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on this the 15th day of October, 2019, before the Honorable Phillip Robinson, on the Complaint for Divorce filed by Plaintiff/Husband, Blaine Alan Seaboalt, with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court, statement of counsel, ~~statement~~ TESTIMONY of the Husband, and the entire record in this cause, from all of which this Court is of the opinion and so finds that:

1. This Court has jurisdiction in all necessary particulars of this case, and the facts alleged in the Complaint are true and correct as to the necessary elements of an irreconcilable differences divorce. The differences between the parties have become irreconcilable and a divorce should be granted to Husband on the ground of irreconcilable differences.

2. The sixty (60) day waiting period, as required by statute, has elapsed.

3. The Health Insurance Notice required by Tenn. Code Ann. § 56-7-2366 has been properly filed and sent to the appropriate party.

4. It further appears to the Court that the parties have entered into an agreed written and executed Marital Dissolution Agreement and the Court affirmatively finds that the parties have made adequate and sufficient provisions by these written agreements for the fair and equitable settlement and

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division of any property rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
at NASHVILLE

BLAINE ALAN SEABOALT,	)	
Plaintiff/Husband,	)	
	)	
vs.	)	**Docket No. 18D-255**
	)	
VICKI RENEE SEABOALT,	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made by and between the parties, **BLAINE ALAN SEABOALT,** (hereinafter referred to as "Husband") and **VICKI RENEE SEABOALT,** (hereinafter referred to as "Wife");

WHEREAS, the parties were married on May 27, 1995; and

WHEREAS, there have been no children born of this marriage and none are expected; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Third Circuit Court for Davidson County, Tennessee, under Docket No. 18D-255, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the parties as a consequence of disputes and apparent irreconcilable differences wish to make arrangements in the connection with the dissolution of their marriage and to settle all marital property and debts growing out of the marital relationship; and

WHEREAS, it is the decision of the parties to amicably settle their differences with respect to all property rights, support obligations, and obligation for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to their real and personal property and other matters of concern; irrespective of whether a divorce is finally concluded between the parties.

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IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

1. **DIVORCE.**

Husband shall be granted an absolute divorce from the Wife on the grounds of irreconcilable differences and both parties shall be restored to all the rights and privileges of unmarried persons. The parties acknowledge and agree that this Marital Dissolution Agreement shall be presented to the Court for ratification and approval as soon as possible from and after its execution and, upon approval by the Court, shall be incorporated into a Final Decree of Divorce awarding Husband a divorce from Wife, based upon the allegation of irreconcilable differences contained in the Complaint for Divorce filed on behalf of Husband. The parties understand and acknowledge that each has the right to a hearing in Court to present this Marital Dissolution Agreement for consideration and approval by the trial judge; that each has stipulated to irreconcilable differences as the ground for divorce; that each understands all the terms of the Marital Dissolution Agreement; that each waives the right to a hearing; and that each stipulates that the Marital Dissolution Agreement may be submitted to the trial judge for consideration and approval without such hearing.

2. **REAL PROPERTY.**

(a) Wife shall be awarded the marital residence located at 1808 Wilson Camp Circle, Madison, Tennessee 37115, free and clear of any interest of the Husband. There is approximately One Hundred and Forty Thousand Dollars ($140,000) of equity in said marital residence. Said real property is more particularly described as follows:

Being Lot No. 134 on the Plan of Cumberland Station at Wilson Gap, Section Two as of record in Instrument No. 20020903-0105967, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

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Being part of the same property conveyed to Randall Phillips Homes, LLC by Warranty Deed from R&R Builders & Developers, LLC, a Tennessee Liability Company of record in Instrument No. 20011024-0116588, Register's Office for Davidson County, Tennessee.

There is a jointly-titled mortgage on the marital residence. The Wife shall have eight (8) months from the date of the entry of the Final Decree of Divorce to refinance the existing mortgage for the marital residence in her own name and remove Husband's name from all debt on the marital residence. If the Wife is unable to refinance the marital residence within eight (8) months, then the Wife shall place the marital residence on the market for sale after eight (8) months and one (1) day have elapsed from the date of the entry of the Final Decree of Divorce. Beginning on the date of the entry of the Final Decree of Divorce, the Wife shall be solely responsible for all mortgage payments, casualty and liability insurance, maintenance and upkeep, property taxes, repairs, and utility expenses for the marital residence, and shall hold Husband harmless from same. Husband agrees to execute any and all documents necessary to effect the terms of this section.

3. **PERSONAL PROPERTY.** The parties have agreed to an equitable division of all their items of household furniture and personal property. Husband and Wife shall receive the items of property currently in his or her possession. Each party shall receive as their separate personal property their clothing, jewelry, personal effects, shoes, and accessories and items which were gifted to them, inherited by them, or which they brought into the marriage. The Husband has already removed all of his personal property from the marital residence, and the parties agree that any personal property remaining within the marital residence shall be awarded to the Wife. Each party shall receive these items free and clear of any claim, title, right and/or interest of the other spouse.

4. **SEPARATE PROPERTY.** Apart from the personal property assets, the distribution of which is set forth in Section 3 of this Marital Dissolution Agreement, the parties own the following assets as separate, non-marital property:

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Wife: Wife owns a savings account which contains separate property funds she received via an inheritance. This account has a balance of approximately Fourteen Thousand Dollars ($14,000.00) as of the date of the execution of this agreement.

Husband: Husband owns no significant financial assets which can be classified as his separate property. The only property which Husband claims is his separate property is the personal property he brought into the marriage or inherited from a relative during the marriage, and all of Husband's said separate personal property has been addressed in Section 3 of this agreement.

5. **AUTOMOBILES**:

(a) Wife is hereby awarded all right, title and interest in and to the 2004 Chrysler Sebring Convertible Limited, Vehicle Identification [redacted], which is unencumbered. Wife shall be responsible for all debt, insurance expenses, maintenance and upkeep expenses, and hold Husband harmless for same. Wife shall remove Husband's name from the title to the 2004 Chrysler Sebring Convertible Limited within thirty (30) days of the entry of the Final Decree of Divorce.

(b) Husband is hereby awarded all right, title and interest to the vehicles currently in his possession. Husband shall be responsible for all debt, insurance expenses, maintenance and upkeep expenses, and hold Wife harmless for same. Husband shall remove Wife's name from all debt instruments associated with Husband's vehicle within thirty (30) days of the entry of the Final Decree of Divorce.

6. **CHECKING AND/OR SAVINGS ACCOUNTS**:

The parties have the following bank accounts:

a. SunTrust Bank Checking Account (jointly titled) number ending in [redacted]

b. Synovus-Bank of Nashville Checking Account (jointly titled) number ending in [redacted]

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c. Regions Bank Checking Account (in Husband's sole name) number ending in [redacted]

d. Old Hickory Credit Union Checking Account ending in [redacted]11 (in Wife's sole name).

e. Old Hickory Credit Union Checking Account ending in [redacted] S10 (in Wife's sole name).

Husband and Wife shall each receive ownership of any checking or savings accounts in their own respective names. For any jointly owned checking or savings accounts, said accounts shall be closed and the contents thereof be divided evenly between Husband and Wife, except that Husband shall be solely responsible for the balance owing on Sonstruct acct no. -6115.

7. **RETIREMENT ACCOUNTS.**

The Wife shall receive the contents of the Husband's Empower 401(k) retirement account, plan numb[redacted] its entirety, free and clear of any interest of the Husband. The balance of said retirement account is Forty-Two Thousand Dollars ($44,293.61) as of September 5, 2019. Said account is currently titled in Husband's sole name. Within fourteen (14) days of the entry of the Final Decree of Divorce, ~~Husband's~~ Wife's attorney shall arrange for a Qualified Domestic Relations Order (QDRO) to be drafted whereby the Wife shall receive One Hundred Percent (100%) of the funds held within Husband's retirement account free and clear with no tax or early withdrawal penalty.

8. **HEALTH INSURANCE.**

Husband stipulates that he has complied with the terms of Tennessee Code Annotated Section 56-7-2365. Wife is currently covered by Husband's health insurance policy via COBRA coverage. Wife acknowledges receipt of the required statutory notice and these facts from Husband. Beginning on the first day of the month immediately following the entry of the Final Decree of Divorce, each party shall be responsible for the payment of his or her respective health insurance premiums and uncovered medical expenses. Husband shall timely provide to the Wife all information necessary for Wife to administer the health insurance policy and pay the premiums herself post-divorce.

9. **LIFE INSURANCE.**

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There are no minor children of this marriage. Neither party is required to purchase or maintain any life insurance with the other spouse listed as beneficiary.

10. ALIMONY.

Husband and Wife hereby agree that it is appropriate that no alimony in any form be awarded to either spouse in this matter in light of the manner in which the parties have agreed to distribute the marital assets and debts between the spouses.

Husband and Wife hereby waive any and all rights that he or she may have to receive any alimony payments from the other spouse, whether it be transitional alimony, rehabilitative alimony, transitional alimony, alimony *in solido*, or alimony *in futuro*.

11. DEBTS.

a. Marital Debt: Husband shall be responsible for the payment of all debt titled in his sole name, and Husband shall also be responsible for the payment of all debt which is titled jointly in both spouses' names. Husband shall also be responsible for the payment of the SteinMart credit account debt which is in Wife's sole name. Beginning on the date of the entry of the Final Decree of Divorce, the Husband shall be responsible for the repayment of the below-listed debts, and shall hold the Wife harmless from same:

a. Synovus- Bank of Nashville - $11,869.05 as of 2/14/19 (jointly titled)

b. SunTrust Light Stream Loan #1 - $218.22 as of 9/20/19 (jointly titled)

c. SunTrust Light Stream Loan #2 - $234.30 as of 9/20/19 (jointly titled)

d. Care Credit account - $1,930.57 as of 9/20/19 (jointly titled)

e. Nordstrom's credit account - $903.77 as of 9/20/19 (Husband's sole name)

f. Wells Fargo credit account - $1,039.84 as of 2/14/19 (jointly titled)

g. SteinMart credit account - $6,677.63 as of 2/14/19 (Wife's sole name)

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Total Marital Debt to Husband: $22,873.38

The Husband further agrees to execute any and all documents necessary to effect the provisions of this section.

Wife shall be responsible for the payment of all debt titled in her sole name. Beginning on the date of the entry of the Final Decree of Divorce, the Wife shall be responsible for the repayment of the below-listed debts, and shall hold the Husband harmless from same:

a. Simply Be credit account - $585.28 as of 2/14/19 (Wife's sole name)

b. Victoria's Secret credit account - $1,481.24 as of 2/14/19 (Wife's sole name)

c. Jessica London credit account - $1,844.79 as of 2/14/19 (Wife's sole name)

d. Lane Bryant credit account - $1,276.00 as of 2/14/19 (Wife's sole name)

e. Torrid credit account - $1,941.34 as of 2/14/19 (Wife's sole name)

Total Marital Debt to Wife: $7,128.65

The Wife further agrees to execute any and all documents necessary to effect the provisions of this section.

b. Cessation of Charges on Joint Credit Card Accounts: Upon execution of this Marital Dissolution Agreement, the parties agree that neither spouse shall make any additional expenditures on any joint credit account. Once the outstanding debt in a joint credit card account has been satisfied, the Husband shall immediately close said account.

c. Separate Debt: Each party shall be solely responsible for paying any/all other debts in their sole and separate name and shall indemnify and hold each other harmless from all such indebtedness and liability thereon. The parties agree not to incur any new debt in the name of the other party, or in the joint names of the parties, as of the date of signing of this Marital Dissolution Agreement.

12. ***PENDENTE LITE* STATUS QUO.**

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The parties agree that the April 23, 2019 Order of the Third Circuit Court of Davidson County, Tennessee shall remain in full force and effect until the date of the entry of the Final Decree, at which time the parties agree that the April 23, 2019 Order of the Third Circuit Court of Davidson County, Tennessee shall terminate and Husband's financial obligations to the Wife pursuant to the April 23, 2019 Order shall cease.

13. TAX PROVISION.

The parties agree that they will file a separate tax return for the 2019 tax year.

14. ATTORNEY'S FEES AND COURT COSTS.

Husband is represented by Ethan R. Page and the law firm of Rogers, Kamm & Shea. Wife is represented by Jeremy Parham of the Parham Law Offices. Each spouse shall be responsible for the payment of their own attorney fees.

15. BENEFICIARY DESIGNATION.

The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary, if any, will be, and are hereby, revoked. Such documents will 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 will 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 designating the other party as a beneficiary.

16. NOTICE OF CREDITOR'S ABILITY TO PROCEED.

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Pursuant to the provisions of Tenn. Code Ann. § 36-4-134, by their signatures appearing below the parties warrant and acknowledge they have each read and understand the following notice: The provisions of this Marital Dissolution Agreement do not necessarily affect the ability of a creditor to proceed against a party to this Agreement, or that party's property, even though the party is not responsible to a creditor under the terms of this Agreement for an account, any debt associated with an account, or any debt. It may be in a party's best interest to cancel, close, or freeze any jointly held accounts.

17. TORT CLAIMS.

The parties further agree that by executing this Final Decree of Divorce, they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Final Decree of Divorce. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

18. WAIVER.

The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written discovery (Interrogatories, Request for Production of Documents, etc.) and/or oral discovery (Depositions) as part of this proceeding. In addition to the formal written discovery process, parties can ask the Court for permission to have a business valued, if it is owned (in whole or in part) by either or both of the parties to the dispute. Each party, however, waives his or her right to that regard and wishes to settle this case under the terms contained within this agreement.

GENERAL PROVISIONS.

19. Except as otherwise provided herein, each party shall be solely and separately responsible for paying any and all debts heretofore contracted for or incurred by him or her and shall hold the other

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party harmless and indemnify the other party from any liability therefrom. Further, neither party shall contract any indebtedness on the credit of the other from and after the date of execution of this agreement.

20. In the event that a creditor of either party seeks to compel the other party 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 which 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 the creditor's claim, including reasonable attorney's fees.

21. In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action. In the event that it becomes reasonably necessary for either party to defend legal proceedings instituted by the other party, the defending party shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in defending the action. Both parties agree that in the event that it becomes reasonably necessary for either party to institute and/or defend legal proceedings to procure the enforcement of any provision of this agreement, the Trial Court shall have the discretion to award attorney fees and other associated costs to either party.

22. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the **Third Circuit Court for Davidson County, Tennessee.** This agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

23. It is further understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge of any and all claims arising out of their marital relationship.

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24. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent, or distribution, or right to act as an administrator or executor of the other's estate, except as provided by the terms of this agreement. This agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

25. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

26. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation and with the advice of counsel. The provisions of this agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein. Both parties are represented by counsel.

27. The parties warrant and represent that there are no assets owned by them, either jointly or separately, and that they have no interest in any other assets other than those which are reflected by the terms of this Agreement. The parties acknowledge that they have made full and complete disclosure to each other and their respective attorneys of all assets in which they have an interest. Should it develop there were undisclosed assets, the party to whom the assets were not disclosed shall have the right to an equitable share of the undisclosed assets and that right is specifically reserved despite the remaining terms of this Agreement or any applicable statute of limitation.

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28. Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts, or payments and/or indemnify and hold the other party harmless from any liability therefrom, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. § 523(5), which is not dischargeable in Bankruptcy as to the other party. Any debt incurred by either party since their separation shall be their separate responsibility and they shall hold each other harmless from any liability thereon.

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

30. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties and this requirement cannot be waived by oral agreement.

31. This Agreement shall be construed under the laws of the State of Tennessee.

32. Enforcement by Motion: The parties acknowledge that the signing of this Agreement shall confer on either party the right to compel enforcement of this Agreement by motion to the Court.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the parties have set their signatures.

9/25/19 - Green Bay WI — **BLAINE ALAN SEABOALT**
DATE/PLACE

9/30/19 MURFREESBORO, TN — **VICKI RENEE SEABOALT**
DATE/PLACE

STATE OF ~~TENNESSEE~~ Wisconsin }
COUNTY OF Brown }

Personally appeared before me, Blaine A. Seaboalt, a Notary Public in and for the aforesaid State and County, the within-named **BLAINE ALAN SEABOALT** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

Nicole Jerovetz — **NOTARY PUBLIC**

My Commission Expires 9/18/21
DATE

NICOLE JEROVETZ NOTARY PUBLIC STATE OF WISCONSIN

STATE OF TENNESSEE }
COUNTY OF Rutherford }

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Personally appeared before me, Jonna Lilly, a Notary Public in and for the aforesaid State and County, the within-named **VICKI RENEE SEABOALT** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires Dec 23, 2020
DATE

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It is therefore, **ORDERED, ADJUDGED AND DECREED** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects, and it is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff/Husband, Blaine Alan Seaboalt, is hereby awarded an absolute divorce from the Defendant/Wife, Vicki Renee Seaboalt, on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of an unmarried person; and it is further,

ORDERED, ADJUDGED AND DECREED that Wife shall be restored to her maiden name of Vicki Renee Reid; and it is further,

ORDERED, ADJUDGED AND DECREED that the parties shall be equally responsible for all unpaid court costs of this cause, for which execution may issue if necessary; and it is further,

ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Final Decree of Divorce.

The addresses of the parties are as follows:

Blaine Alan Seaboalt
3143 Eaton Road #51
Green Bay, WI 54311

Vicki Renee Seaboalt
1808 Wilson Camp Circle
Madison, TN 37115

DATED this the 15 day of OCTOBER, 2019.

JUDGE PHILLIP ROBINSON

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APPROVED FOR ENTRY:

ROGERS, KAMM & SHEA

Ethan R. Page

ETHAN R. PAGE, No. 34380
Attorney for Plaintiff/Husband
The Wind In The Willows Mansion
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
e.page@thewindinthewillowslaw.com

Jeremy Parham w/ permission Ethan R. Page #34380

JEREMY PARHAM, No. 22222
Attorney for Defendant/Wife
1806 B Memorial Blvd
Murfreesboro, TN 37129
(615) 256-4050 (telephone)
jparham@parhamlawoffice.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 14th day of October 2019, a true and exact copy of the foregoing ***Final Decree*** has been forwarded to the persons listed below:

Jeremy Parham
1806 B Memorial Blvd
Murfreesboro, TN 37129
615-256-4050 (telephone)
jparham@parhamlawoffice.com

by the method identified as follows:

X	Deposit in the U.S. Mail, Postage Prepaid
	Hand Delivery
	Facsimile
	Overnight Delivery
	Certified Mail, Return Receipt Requested
X	Email Transmission

Ethan R. Page

ETHAN R. PAGE