Karen Johnson Davidson County
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Fees: $82.00 Taxes: $0.00
20220801-0087317

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 23 day of SEPTEMBER, 2014, in Docket Number 14D1137 between BANKS, SHERRY M, Plaintiff, and MCHOLLIN, VINCENT L, 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 29 day of JULY in the year two thousand twenty-two and in the 246th year of American Independence.

RICHARD R. ROOKER, Clerk,

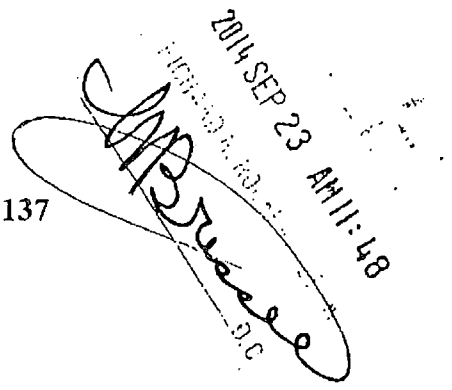
By: L. Chopeee
Deputy Clerk

[SEAL]

Copy

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

SHERRY M. BANKS, Plaintiff/Wife, VS. VINCENT L. McHOLLIN, Defendant/Husband.	]	NO: 14D-1137



FINAL DECREE OF DIVORCE

This cause came on to be heard on the 23rd day of September 2014, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property owned by the parties; and the entire record in this cause, from all of which appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears that the current address of the Husband is 305 Gatewood Avenue, Nashville, TN 37207-5119, and the current address of the Wife is also 305 Gatewood Avenue, Nashville, TN 37207-5119.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that the Wife be, and hereby is, awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement entered into between the parties be, and the same hereby is, approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

Copy

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

FILED
2014 SEP -2 PM 3:43
RICHARD R. ROOKER, CLERK
D.C.

SHERRY M. BANKS,	
Plaintiff/Wife,	
VS.	**NO: 14D-1137**
VINCENT L. McHOLLIN,	
Defendant/Husband.	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between SHERRY M. BANKS, (hereinafter referred to as "Wife"), and VINCENT L. McHOLLIN, (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action Number 14D-1137in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights and obligations for payment of debts, and to enter into an agreement for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that this Agreement will control in respect of all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

HUSBAND'S INITIALS VM
WIFE'S INITIALS SMB

Copy

1. GROUNDS FOR DIVORCE: The Wife shall proceed to trial and obtain the divorce on the grounds of irreconcilable differences and each party shall be restored to all of the rights and privileges as of an unmarried person. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this Agreement. Each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she was single and unmarried.

2. MAIDEN NAME: The Wife shall retain her maiden name, "SHERRY MARIE BANKS".

3. SERVICE OF PROCESS: Both parties waive service of process.

4. CHILDREN: The parties have no children and none are expected.

5. REAL PROPERTY: The parties acknowledge that they are also the joint owners of a house and lot located at **305 Gatewood Avenue, Nashville, TN 37207-5119**. The parties agree that said house and lot shall be vested in the Husband as his sole and separate property and the Wife is divested of any claim thereof. The Wife shall execute a quitclaim deed to the Husband transferring to him any and all interest which she may have in said property. The parties agree that the Wife shall move out of the residence and the Husband shall continue to reside at the residence with the Husband being solely responsible for the payment of the mortgage, utilities, taxes, insurance, maintenance, and all expenses that may be incurred for the upkeep of the marital residence. The Husband agrees that he shall indemnify and hold the Wife harmless on these expenses. The parties agree, however, that within ten (10) days from the date of this instrument's execution, the Husband shall re-finance the residence into his name only, thereby divesting the Wife from any right, title and interest therein. The Husband warrants to the Court and the Wife that he has already been approved for the financing. Upon said refinancing, the Husband shall pay the Wife the sum of Ten Thousand Dollars, ($10,000.00); said amount representing the Wife's equitable share of the equity in said residence.

SEE ADDENDUM A
SMB
VM.

HUSBAND'S INITIALS VM
WIFE'S INITIALS SMB

Copy

6. MOTOR VEHICLES: The parties further agree that all right, title and interest of the Husband in and to all vehicles presently in the possession of the Wife, **particularly the Nissan Murano, VIN JN8AZ08W17W626896 and the Chevrolet Venture**, shall be, and is hereby, divested out of the Husband and is vested absolutely in the Wife, free of any claim by the Husband. The Wife shall assume full responsibility for the payment of any indebtedness due on these vehicles and shall hold the Husband harmless on the same. The Wife shall further indemnify and hold the Husband harmless for any liability which may arise as a result of her use or possession thereof. The Wife shall further be responsible for the payment of any insurance, maintenance and repair bills and other expenses connected with these vehicles and shall indemnify and hold the Husband harmless from repayment thereof.

The parties further agree that all right, title and interest of the Wife in and to all vehicles presently in the possession of the Husband, **particularly theFord Explorer VIN 1FMZU62X2YUB75455 and the Dodge Stealth VIN JB3XD54B1NY049729**, shall be, and is hereby, divested out of the Wife and is vested absolutely in the Husband, free of any claim by the Wife. The Husband shall assume full responsibility for the payment of any indebtedness due on these vehicles and shall hold the Wife harmless on the same. The Husband shall further indemnify and hold the Wife harmless for any liability which may arise as a result of his use or possession thereof. The Husband shall further be responsible for the payment of any insurance, maintenance and repair bills and other expenses connected with these vehicles and shall indemnify and hold the Wife harmless from repayment thereof.

Each party shall assume the responsibility of changing the title registrations of their respective vehicles with the Department of Safety upon entry of the final, non-appealable decree of divorce. Each party shall also relinquish and transfer to the other all documents pertinent to the other's respective vehicle(s), particularly, Certificates of Title, bills of sale, lease agreements, if any, and operation manuals.

7. PERSONAL PROPERTY: The parties have divided all of their household furnishings, furniture and other tangible personal property and both parties are in agreement that said division of their household furnishings, furniture and other tangible personal property is an

Copy

equitable division of such property, with each party to retain all right, title and interest in and to the specific items of property presently in their respective possession.Both parties would show that they are satisfied with such division of their household furnishings, furniture and other tangible personal property, and by execution hereof each party would show that such division is fair and equitable to both parties. Each party shall assume full responsibility for the payment of any indebtedness due on their respective furnishings, furniture and other tangible personal property and shall indemnify and hold each other harmless on the same.

SEE ADDENDUM "B" For parties' agreement re: personal property

8. ALIMONY: Both parties waive any and all claims for alimony, both present SMB and future.

9. DEBTS: The parties acknowledge that they have no joint indebtedness. The parties also agree that the Wife shall be responsible for all debts she has incurred in her name only since the date of the separation of the parties (which was March 31, 2014) and shall indemnify and hold the Husband harmless thereon. Likewise, the Defendant/Husband shall be responsible for all debts he has incurred in his name only since the date of separation of the parties and shall indemnify and hold the Wife harmless thereon. The parties further agree that in the event a creditor of either party makes a claim against the other party, which 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 responsible party the amount of any payment he or she makes and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

10. RETIREMENT AND OTHER ACCOUNTS: Both the Wife and Husband hereby relinquish all right, title, interest and/or claim he or she may have in and to the proceeds of all retirement accounts, pension funds, and 401K accounts of the other party and acknowledges that all such proceeds are the sole and separate property of the party in whom such accounts are styled.

11. HEALTH INSURANCE COVERAGE: Either party has their own health

Copy

Insurance coverage through their respective employers and shall continue to maintain the same. Each party shall indemnify and hold the other harmless on any costs thereof.

12. FEDERAL INCOME TAXES: If, in any connection with any 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 be either or both of the parties depending on whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other party or out of a joint income or deduction. Husband and Wife each represents and warrants to the other that all Federal Income Tax Returns filed during the marriage are, in all respects, true, correct, and complete and fully and accurately reflect the income and deductions for those years. Both parties realize that they may have liability to the Internal Revenue Service that may transcend any provisions of the Agreement.

13. REPRESENTATION AND ATTONREY'S FEES: The Wife is being represented in this action by Laura Tek and the Husband is being represented by Paula Ogle Blair. Both parties acknowledge that their respective attorneys Attorney Laura Tek, and Attorney Paula Ogle Blair, claim no expertise or special knowledge regarding tax matters and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding this Agreement and that neither of them rely upon the aforesaid attorneys as to any possible tax implications surrounding this instrument. Further, each party understands that they are responsible for their respective attorney's fees incurred in this cause.

14. NOTICE REQUIRED BY TENN. CODE ANN. § 36-4-134: The parties take notice of the provisions contained in Tenn. Code Ann. § 36-4-134 which states that this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party

HUSBAND'S INITIALS VM
WIFE'S INITIALS SMB

Copy

or a party's property, even though the party is not responsible under the terms of the Decree for an account, any debt associated with an account or any debt. Accordingly, it may be in each party's best interest to cancel, close or freeze any jointly held accounts.

15. COURT COSTS: The parties agree that any and all costs of Court incurred as a result of this pending action for absolute divorce shall be taxed to the Plaintiff/Wife for which execution may issue, if necessary.

16. In the event 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 also be entitled to a judgment for expenses, including attorney's fees, incurred in prosecuting the action.

17. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

18. It is 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. 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 other's property, including without limitation, dower, curtesy, 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 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.

19. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives and assigns.

HUSBAND'S INITIALS YM
WIFE'S INITIALS SMB

Copy

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

21. It is understood and agreed between the parties that this Agreement is entered into in good faith and not 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 he and she have read and understand the Agreement and that the Agreement is fair and equitable and that it is being entered voluntarily.

22. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

23. The provisions of this Agreement are severable in the event any provision of this Agreement shall be held unenforceable by a Court of competent jurisdiction such unenforceability shall not affect the other provisions of this Agreement.

24. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

THIS AGREEMENT being executed as follows:

KRISTINA CADOVEC STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY My Commission Expires 11-20-2016

Sherry M. Banks 8-27-14

SHERRY M. BANKS, *Wife* Date

KRISTINA CADOVEC STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY My Commission Expires 11-20-2016

Vincent L. McHollin 8-27-14

VINCENT L. McHOLLIN, *Husband* Date

HUSBAND'S INITIALS VM

WIFE'S INITIALS SMB

Copy

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named WIFE, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 27th day of August 2014.

Kristina Cadovec
NOTARY PUBLIC
My Commission Expires: 11/20/2016

KRISTINA CADOVEC
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
My Commission Expires 11-20-2016

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named HUSBAND, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 27th day of August 2014.

Kristina Cadovec
NOTARY PUBLIC
My Commission Expires: 11/20/2016

KRISTINA CADOVEC
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
My Commission Expires 11-20-2016

HUSBAND'S INITIALS VH
WIFE'S INITIALS SMB

Copy

ADDENDUM A

SMB MM

Copy

FILED
2014 SEP -2 PM 3:43
RICHARD R. ROOKER, D.C.

I Sherry Banks agree to help with utilities ~~until~~ at 305 Gatewood, until it move out. Mortgage, light, water, Gas.

I VINCENT McHollin agree ~~with~~ with Sherry Banks. JdW Walker D.C

Vincent McHollin VM

Sherry Banks SMB

VM SMB

VM SMS

ADDENDUM B

COPY

Copy Collin, V

Items I would like

2014 SEP -2 PM 3:43
RICHARD R. ROCKER, CLERK
D.C

Kitchen area — Refrigerator
microwave
Washer + Dryer + Freezer

Living Room — Computer and compiter table

Living Room — Gold End Table

Vehicles — 92 Dodge Stealth
00 Ford Explorer
> P.B. has VIN #'s

Main Bedroom — Small drosser
Stool Stand in Bathroom
Heater in Bathroom
TV in Bathroom
TV in Bedroom
White stand by Bed.
Lamp on stand
Black Table stand in Bathroom
Compute + Desk in Bedroom

Up Stairs — Air condition

SM B rm

Copy

backyard	Black trailer 5'X8' steel
	Wood trailer 4'X8'
shed	Everything in it.
basement	Clothes main + Tools
	Blue chair

SMB VM

Copy

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the costs of this cause shall be taxed to the Plaintiff/Wife for which execution may issue, if necessary.

ENTERED this 23rd day of September 2014.

HON. PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
Rivergate Park Office Building
1994 Gallatin Pike North, Suite 309
Madison, Tennessee 37115
615/851-2100
Counsel for Plaintiff/Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent by U.S. Mail, postage prepaid, to:

Paula Ogle Blair, Esq.
211 Donelson Pike, Suite 214
Nashville, TN 37214

on this the 23rd day of September 2014.

LAURA TEK