EFILED 07/14/20 04:16 PM CASE NO. 20D632 Richard R. Rooker, Clerk

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

KIMBERLY LYNETTE HANNAH, **Plaintiff,**	)	
vs.	)	**Docket No. 20D632**
	)	**Notice of Entry Requested**
BARBARA ANN BLACKSMITH, **Defendant.**	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on July 14, 2020, before the Honorable Philip E Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original 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 addresses of the parties are as follows:

Barbara Ann Blacksmith	Kimberly Lynette Hannah
608 Ronnie Rd	608 Ronnie Rd
Madison, TN 37115	Madison, TN 37115

This cause was filed on April 29, 2020 and has been pending for more than sixty (60) days;

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;

Karen Johnson Davidson County
Batch# 902149 DEEDDIV
08/11/2022 04:07:38 PM 17 pgs
Fees: $87.00 Taxes: $0.00
20220811-0091562

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It is further **ORDERED, ADJUGED AND DECREED** that the Plaintiff KIMBERLY LYNETTE HANNAH 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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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

KIMBERLY LYNETTE HANNAH,	)	
	)	
Plaintiff	)	
	)	
VS.	)	Docket No.
	)	
BARBARA ANN BLACKSMITH,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, KIMBERLY LYNETTE HANNAH and BARBARA ANN BLACKSMITH 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 Kimberly Lynette Hannah 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 Barbara Ann Blacksmith, by signing this Agreement, makes a general appearance before the Circuit Court for Davidson County at Nashville, Tennessee for the purpose of granting Kimberly Lynette Hannah a divorce upon the grounds of irreconcilable differences; and

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WHEREAS, there are no minor children.

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 Kimberly Lynette Hannah 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 Kimberly Lynette Hannah shall keep as Kimberly Lynette Hannah's sole property the 2017 Kia Sportage which Kimberly Lynette Hannah drives as Kimberly Lynette Hannah's vehicle, titled in Kimberly Lynette Hannah's name only. Any interest of the Barbara Ann Blacksmith in the vehicle is hereby divested from Barbara Ann Blacksmith and reinvested in Kimberly Lynette Hannah so that Kimberly Lynette Hannah shall own said vehicle as Kimberly Lynette Hannah's sole property, free and clear of any claim of the Barbara Ann Blacksmith . It is further agreed that Kimberly Lynette Hannah shall be solely responsible for any debts and encumbrances thereon, and that Kimberly Lynette Hannah shall indemnify and hold the Barbara Ann Blacksmith harmless thereon.

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It is agreed by and between the parties that Kimberly Lynette Hannah shall keep as Kimberly Lynette Hannah's sole property the 2011 BMW which Kimberly Lynette Hannah drives as Kimberly Lynette Hannah's vehicle, titled in Kimberly Lynette Hannah's name only. Any interest of the Barbara Ann Blacksmith in the vehicle is hereby divested from Barbara Ann Blacksmith and reinvested in Kimberly Lynette Hannah so that Kimberly Lynette Hannah shall own said vehicle as Kimberly Lynette Hannah's sole property, free and clear of any claim of the Barbara Ann Blacksmith . It is further agreed that Kimberly Lynette Hannah shall be solely responsible for any debts and encumbrances thereon, and that Kimberly Lynette Hannah shall indemnify and hold the Barbara Ann Blacksmith 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.

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IV. REAL PROPERTY.

It is agreed by and between the parties that the Barbara Ann Blacksmith shall relinquish any interest that Barbara Ann Blacksmith might have in the real property owned by the located at 608 Ronnie Rd, Madison, TN 37115, and more particularly described below, so that Kimberly Lynette Hannah shall own this property free and clear of any interest or claim of the Barbara Ann Blacksmith, and any interest of the Barbara Ann Blacksmith shall be divested from Barbara Ann Blacksmith and reinvested in Kimberly Lynette Hannah. The Warranty Deed and Mortgage is in Kimberly Lynette Hannah. The property is more particularly described as follows:

> Land in the 11th Civil District of Davidson County, Tennesseee, described as follows:
>
> Beginning at a point in the east margin of Ronnie Road, at the southwest comer of the lot conveyed to James H. Dortch and Barbara Ann Blacksmith , by deed from William W. Gray, as ofrecord in Book 3066, page 379, Register's Office for Davidson County, Tennessee; thence along Dorth's south line, South 86 degrees 30 minutes East 165 feet; thence along W.W. Gray's new west line, South 14 degrees 06 minutes East 215 feet to a point; thence along W.W. Gray's new north line, North 86 degrees 30 minutes West 230 feet to a point in the east margin of Ronnie Road thence with said Road, North 3 degrees 30 minutes East 205 feet to the point of beginning.
>
> Being the same property conveyed to Lloyd W. Pate and Clenna M. Pate, Trustees of the Pate Joint Revocable Living Trust Agreement U/AID March 5, 2001, by deed from Lloyd W. Pate and Cleona Y. Pate, individually, of record in Instrument No. 20011106-0121828, Register's Office for Davidson County, Tennessee, dated March 5, 2001 and recorded on November 6, 2001. Also see Warranty Deed in Book 3158, Page 429. Rachel McDonald was appointed Trustee of the Pate Revocable Living Trust dated March 5, 2001 by order of the Seventh Circuit Court for Davidson County, Tennessee at Nashville, Probate Division, Docket No. 1OP-313.
>
> This is improved property located at: 608 Ronnie Road,

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Madison, TN 37115

It is further agreed by and between the parties that Kimberly Lynette Hannah shall be solely responsible for the encumbrance on the aforesaid real property and that Kimberly Lynette Hannah shall indemnify and hold the Barbara Ann Blacksmith harmless thereon.

It is agreed by and between the parties that the Barbara Ann Blacksmith shall relinquish any interest that Barbara Ann Blacksmith might have in the real property owned by the located at 826 Brooks Avenue, Madison, TN 37115, and more particularly described below, so that Kimberly Lynette Hannah shall own this property free and clear of any interest or claim of the Barbara Ann Blacksmith, and any interest of the Barbara Ann Blacksmith shall be divested from Barbara Ann Blacksmith and reinvested in Kimberly Lynette Hannah. The Warranty Deed and Mortgage is in Kimberly Lynette Hannah. The property is more particularly described as follows

Land in Davidson County, Tennessee, being Lot No. 3 on the plan of First Revision of Lots 5, 6, & 7, CRESTVIEW ESTATES, of record in Instrument# 20060830-0107343, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

BEING the same property conveyed to Ashley Muller, an unmarried woman from Joshua Paul McDaniel and Barbara Ann Blacksmith , Kelley Renee McDaniel, by Warranty Deed dated January 29, 2015, as Instrument No. 20150130-0008949, in the Register's Office for Davidson County, Tennessee.

Subject to any and all plats, easements, restrictions, and other maners of record, including, but not limited to, the following:
I.Subject to building restriction lines, easements, rights of way, notes, terms, conditions, restrictions and other criteria as shown on the Plat(s) recorded in Instrument# 20060830107343, Register's Office for Davidson County, Tennessee. Easement as recorded in Book 4854, page 643, Register's Office for Davidson County, Tennessee.

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The 2017 taxes have been paid by the Granter and the current taxes have been prorated between the Granter and Grantee. All future taxes will be assumed by the Grantee herein.
The above legal description is the same as that contained in the previous deed of record.

This is improved property, known as 826 Brooks Avenue, Madison, TN 37115.

It is further agreed by and between the parties that Kimberly Lynette Hannah shall be solely responsible for the encumbrance on the aforesaid real property and that Kimberly Lynette Hannah shall indemnify and hold the Barbara Ann Blacksmith harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that Kimberly Lynette Hannah has acquired an interest in a retirement/pension/profit sharing plan with Metro Nashville Public Schools. It is agreed by and between the parties that the Barbara Ann Blacksmith shall relinquish any claim or interest that Barbara Ann Blacksmith might have in the retirement/pension/profit sharing plan of Kimberly Lynette Hannah. It is agreed by and between the parties that the interest of Barbara Ann Blacksmith in the retirement/pension/profit sharing plan of Kimberly Lynette Hannah shall be divested from Barbara Ann Blacksmith and reinvested in Kimberly Lynette Hannah, so that Kimberly Lynette Hannah shall own Kimberly Lynette Hannah's retirement/pension/profit sharing plan as Kimberly Lynette Hannah's sole property, free and clear of any interest or claim of the Barbara Ann Blacksmith.

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VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. 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 harmless thereon.

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.

VII. EQUALIZATION PAYMENT

Kimberly Lynette Hannah agrees to pay to the Barbara Ann Blacksmith as an equalization payment the sum of Four Thousand Dollars Dollars ($4,000.00), commencing upon entry of the Final Decree of Divorce.

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

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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. COURT COSTS.

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

XII. 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.

XIII. 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.

XIV. 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

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of this Agreement. This Agreement applies to all property now owned by Kimberly Lynette Hannah and Barbara Ann Blacksmith , individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

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.

XVI. 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.

XVII. 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.

XVIII. 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

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parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that 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.

XX. 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.

XXI. 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.

XXII. 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.

XXII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their

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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 an opportunity to do so.

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WITNESS OUR HANDS, this 29th day of April, 2020 as to the Barbara Ann Blacksmith, and this 29th day of April, 2020 as to Kimberly Lynette Hannah.

Barbara Ann Blacksmith

Kimberly Lynette Hannah

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Barbara Ann Blacksmith, 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 29th day of April, 2020.

NOTARY PUBLIC_____
My Commission expires: _____

TREVOR CLARK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires MAR. 8, 2021

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberly Lynette Hannah, 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 29th day of April, 2020.

NOTARY PUBLIC_____
My Commission expires: _____

TREVOR CLARK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires MAR. 8, 2021

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It is further **ORDERED** that each party shall pay their 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 14th day of July, 2020.

PHILIP E SMITH, JUDGE

APPROVED FOR ENTRY:

NASHVILLE LAW OFFICES, PLLC

S/Jessica R. Simpson
Robert J. Turner, # 15107
Jessica R. Simpson, # 033908
208 3RD Ave N, Suite 100
Nashville, TN 37201
(615) 259-2660
jsimpson@NashvilleLawOffices.com

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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:

Kimberly L Hannah
608 Ronnie Rd
Madison, TN 37115
khannah@tnstate.edu

Barbara A Blacksmith
608 Ronnie Rd
Madison, TN 37115
barbarablacksmith1@gmail.com

This the 13th day of July, 2020

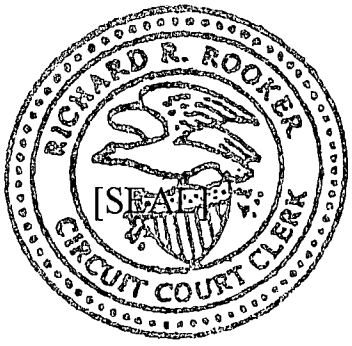
S/Jessica R. Simpson
Robert J. Turner/Jessica R. Simpson

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 14 day of JULY, 2020, in Docket Number 20D632 between HANNAH, KIMBERLY LYNETTE, Plaintiff, and BLACKSMITH, BARBARA ANN, 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 11 day of AUGUST in the year two thousand twenty-two and in the 246th year of American Independence.

RICHARD R. ROOKER, Clerk,



By: M Deputy

Deputy Clerk