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2021 Nov 18 5:04 PM - 17CV-46302
Williamson County, Clerk & Master

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

ESTHER KAY HALL, Plaintiff/Wife,	)	
v.	)	No. 17CV-46302
PATRICK TYLER HALL, Defendant/Husband.	)	

Karen Johnson Davidson County
Batch# 909496 DEEDDIV
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FINAL DECREE OF DIVORCE

This cause has come before the Honorable Joseph A. Woodruff, Judge of the Chancery Court for Williamson County, Tennessee, upon Plaintiff's Complaint for Divorce; the signed Marital Dissolution Agreement, which provides for the division of the parties' respective rights and interests in all joint and individual property and apportionment of responsibility for the parties' joint and individual debts; and, the entire record in this cause, from all of which the Court affirmatively finds that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as entitles Plaintiff to an absolute divorce. Further, the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of property rights of the parties, and that the Marital Dissolution Agreement entered into by the parties

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should be approved and incorporated within the Final Decree of this Court. It further appears to the Court that the 60-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, made an Order of the Court, and incorporated within this Final Decree:

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It is further ORDERED, ADJUDGED and DECREED that Plaintiff/Wife, Esther Kay Hall, shall be, and is hereby, awarded an absolute divorce from Defendant/Husband, Patrick Tyler Hall, and that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED and DECREED that pursuant to Tenn. Code Ann. § 36-4-134, this Decree 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 the decree 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.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby, taxed to Husband, for which execution may issue, as set forth in the Marital Dissolution Agreement.

Plaintiff/Wife's current mailing address is:

Esther Hall
307 North Main Street
Germantown, OH 45327



Defendant/Husband's current mailing address is:

Patrick Hall
6849 Walnut Hills Drive
Brentwood, TN 37027

It is so ORDERED, ADJUDGED and DECREED.

APPROVED FOR ENTRY:

WEATHERLY & DIXON, PLLC

JACQUELINE B. DIXON (BPR #12054)
Attorney for Plaintiff/Wife
Suite 2260 - Fifth Third Center
424 Church Street
Nashville, TN 37219-2351
615/986-3377
615/635-0018 Fax
jdixon@wmdlawgroup.com

CERTIFICATE OF SERVICE

I hereby certify that on this 17th of November 2021, a true and exact copy of the foregoing *Final Decree of Divorce* has been sent electronically and hand delivered to:

Brandes Holcomb
MARTIN SIR & ASSOCIATES
Suite 2250 Fifth Third Center
424 Church Street
Nashville, TN 37219

JACQUELINE B. DIXON

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Case Title: Esther Kay Hall vs Patrick Tyler Hall

Case Number: 17CV-46302

Type: ORDER FINAL DECREE/ID DIVORCE

So Ordered

Joseph A. Woodruff

Electronically signed on 2021-11-18 17:04:53 page 5 of 5

STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.

ELAINE B. BEELER, Clerk & Master

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2021 Nov 18 9:39 AM - 17CV-46302
Williamson County, Clerk & Master

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

ESTHER KAY HALL,
Plaintiff/Wife,

v.

PATRICK TYLER HALL,
Defendant/Husband.

No. 17CV-46302

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between Esther Kay Hall, hereinafter called "Wife" or "Ms. Hall," and Patrick Tyler Hall, hereinafter called "Husband" or "Mr. Hall."

W I T N E S S E T H:

WHEREAS, these parties have been married since October 10, 1992, and the two children born of this union have reached majority.

WHEREAS, these parties have experienced marital difficulties with the result that Wife instituted divorce proceedings against Husband on or about June 14, 2017, Chancery Court for Williamson County, Tennessee, the style of which is fully set out above, and they have no expectation of resuming their marital relations; and

STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.
ELAINE B. BEELER, Clerk & Master

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WHEREAS, the parties desire to enter into an Agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed on an uncontested basis.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth and for other good and valuable consideration, the parties agree as follows:

1. **REAL PROPERTY:** The parties own the marital residence located at 6849 Walnut Hills Drive, Brentwood, Williamson County, Tennessee 37207, in the name of Patrick Tyler Hall and Esther K. Hall. The marital residence is encumbered by a mortgage, and the parties agree not to further encumber the marital residence with any additional indebtedness or liens until Mr. Hall refinances the mortgage as described below. Upon execution of this Agreement, Mr. Hall will assume sole and separate responsibility for paying all mortgage indebtedness which is secured by said property, for maintaining insurance coverage on said property, and for paying all taxes associated with said property. Mr. Hall will indemnify and hold Ms. Hall harmless from any liability for the indebtedness secured by the property and for his use of said property. Ms. Hall has previously vacated the marital residence.

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The parties also own real property located at 5016 McMurray Court, Nashville, Davidson County, Tennessee 37211, which is titled in the name of Patrick T. Hall, but which the parties agree is marital property.

Upon entry of the Final Decree, Ms. Hall will execute quitclaim deeds, to be prepared at Mr. Hall's expense, conveying her interest in 6849 Walnut Hills Drive, Brentwood, Williamson County, Tennessee 37207, and in 5016 McMurray Court, Nashville, Davidson County, Tennessee 37211, to Mr. Hall free of any claim of Ms. Hall. Said deeds will be held in escrow by Mr. Hall's attorney until needed for the closing of the refinance of the mortgage and/or the closing of equity lines on one or both properties which are necessary in order for Mr. Hall to pay Ms. Hall as described below. Within ninety days of entry of the Final Decree, Mr. Hall will refinance the mortgage secured by the marital residence and pay Ms. Hall the sum of $307,500.00, for her interest in both properties.

If Mr. Hall is unable to refinance and/or otherwise pay Ms. Hall the sum of $307,500.00, from his share of the assets he is receiving pursuant to this Agreement within ninety days, the property located at 6849 Walnut Hills Drive, Brentwood, Williamson County, Tennessee 37207, will be listed for sale with a realtor of Mr. Hall's choice. Upon the sale of the home, Ms. Hall will receive the first $332,500.00, of the proceeds, and

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Mr. Hall shall receive the balance of said proceeds. If there are insufficient proceeds from the sale, and Mr. Hall's share of the assets he is receiving pursuant to this Agreement, for Ms. Hall to receive $332,500.00, the property located at 5016 McMurray Court, Nashville, Davidson County, Tennessee 37211, will be sold, and Ms. Hall shall be paid the difference between what she received from the sale of 6849 Walnut Hills Drive and $332,500.00.

In addition to the payment of $307,500.00, described above, Wife will have a lien on both properties to secure the payment to her by Mr. Hall of an additional $25,000.00, upon the sale of the first to sell of either 6849 Walnut Hills Drive, Brentwood, Williamson County, Tennessee 37207, or 5016 McMurray Court, Nashville, Davidson County, Tennessee 37211, which are more specifically described below:

> LAND In the 16th Civil District of Williamson County, Tennessee, being Lot No. 15 on the. Plan of Minor Revision, Section One of Walnut Ridge, of record in Plat Book 7, page 91, Revised in Book 7, page 123, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made, for a more complete legal description.
>
> BEING the same property conveyed to William J. Barriger and wife, Jessie P. Barriger, by Deed from Fitts and Johnson Development Co., Inc., of record in Book 472, Page 21, Register's Office for Williamson County, Tennessee. The property was further conveyed to William J. Barriger and wife, Jessie P. Barriger, Trustees under agreement dated

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September 18, 1997 of the Barriger Joint Revocable Living Trust Agreement and any Successors In Trust, and any amendments thereo, by Quitclaim Deed of record in Book 1568, page 393, Register's Office for Davidson County, Tennessee.

This conveyance is subject to restrictive covenants of record in Book 366, Page 799, said Register's Office; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and paid by the Grantor(s) herein.

BEING Lot No. 4 on the Plan of Section One, McMurray Place, of record in Plat Book 5200, page 409, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Cheryl. A. Rowe and mother Margaret F. Comstock as tenants in common with right of survivorship by deed from William D. Peacock and wife, Joan R. Peacock of record in Book 6567, page 370, Register's Office for Davidson County, Tennessee.

Subject to restrictions of record in Book 5868, page 503, said Register's Office.

This conveyance is subject to any and all existing easements of record.

Wife will record a copy of the Final Decree in the Register's Offices for Davidson and Williamson Counties to secure said lien. Upon the payment of said $25,000.00, to Wife by Husband, Wife will release the lien on the property which was not sold.

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It is expressly understood and agreed by the parties that either party may purchase real property following execution of this Agreement and that neither party shall assert any claim or right to any such real property owned by the other party. Each party agrees to be fully responsible for any mortgage or other debt or financial liability associated with the ownership of that party's aforesaid real property, and each party agrees to indemnify and hold the other party harmless from any mortgage or other debt or financial liability arising out of the ownership of such real property.

2. **VEHICLES:** All right, title and interest of Wife in and to the 2014 Honda CRV, 1996 Volvo 850 and 1992 Volvo 240, currently driven by and/or in the possession of Husband, shall be, and is hereby, divested out of Wife and vested absolutely in Husband. Upon entry of the Final Decree, Husband shall assume sole and separate responsibility for timely paying any indebtedness secured by the aforementioned vehicles, securing and paying for liability insurance coverage on said vehicles, and paying any other expenses associated with said vehicles. Husband shall indemnify and hold Wife harmless from any indebtedness, liability or expenses associated with his use of said vehicles.

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All right, title and interest of Husband in and to the 2007 Honda Civic, currently driven by Wife, shall be, and is hereby, divested out of him and vested absolutely in Wife. Upon entry of the Final Decree, Wife shall assume sole and separate responsibility for timely paying any indebtedness secured by the vehicle, securing and paying for liability insurance coverage on the Honda and paying any other expenses associated with said vehicle. Wife shall indemnify and hold Husband harmless from any indebtedness, liability or expenses associated with her use of said vehicle.

3. **PERSONAL PROPERTY:** Unless otherwise agreed in writing by Husband and Wife, each of the parties shall receive all furniture, furnishings, books, papers, photographs, and other personal property, that still exist today, which he or she owned, respectively, when they got married. Also, each of the parties shall receive any non-monetary gifts of personal property which were given to him or her individually (not jointly) during their marriage. Each party shall keep and retain his or her clothing and decorative jewelry. Each party shall retain their respective articles of jewelry, clothing and personal effects, free of any claim by the other party. The parties acknowledge that the property they are receiving includes articles of property which he or she owned at the time of the

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marriage, or which were gifted to either of them separately during the marriage, or which were inherited by either of them during the marriage whether or not said items are listed in herein.

The parties have fairly divided the household furnishings and other marital personal property. Wife shall receive the following additional items and shall remove them from the marital residence within thirty days of entry of the Final Decree:

> Holiday decorations to be divided equally between the parties and miscellaneous personal possessions, mostly in boxes, which Wife could not access due to children's possessions

After Wife removes the items listed above, Husband shall receive all remaining items of personal property and household furnishings which are currently located in the marital residence and/or which are otherwise in his possession and/or under his control. Husband will also receive the dog, Keira.

In addition to the items listed above, Wife shall receive all items of personal property and household furnishings which are currently located in her rented residence and/or which are otherwise in her possession and/or under her control.

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With respect to any photographs of the parties and other family photographs, Husband and Wife shall equally divide them, and the party receiving any particular photograph shall allow the other party to copy it, if such other party so desires.

The personal property awarded to Wife under this Paragraph 3 shall be hers, free and clear of any claims of Husband. The personal property awarded to Husband under this Paragraph 3 shall be his, free and clear of any claims of Wife.

4. FINANCIAL ACCOUNTS AND SECURITIES: Unless otherwise specified as to time, upon entry of the Final Decree, the parties will take the following actions in regard to their financial accounts and securities:

a) All right, title and interest of Husband in and to the U. S. Bank checking account ending in #6443, which is titled in the name of Wife, shall be, and is hereby, divested out of Husband and vested absolutely in Wife, free and clear of any claim, right, title and/or interest of Husband.

b) Upon execution of this Agreement, Husband shall pay the mediation fees for October 5, 2021, to Grant Glassford, and pay Wife $10,000.00, toward her attorney's fees, all from the U. S. Bank checking account ending in #6074, which is titled in the name of Husband. No other expenditures shall be made from this account. Upon entry of the Final Decree, Husband shall transfer one-half the remaining balance in said account to Wife. Thereafter, all right, title, and interest of Wife in the U. S. Bank checking

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account ending in #6074, shall be, and is hereby, divested out of her and vested absolutely in Husband, free and clear of any claim, right, title and/or interest of Wife.

c) Upon entry of the Final Decree, Husband shall transfer to Wife one-half the balance of Wilson Bank and Trust account ending in #6029, which is titled in the name of Husband, with said transfer to be no less than $5,000.00. Pending this transfer, Husband shall only use said account for customary reasonable and normal expenses. Thereafter all right, title and interest of Wife in and to the Wilson Bank and Trust account ending in #6029, shall be, and is hereby, divested out of Wife and vested absolutely in Husband, free and clear of any claim, right, title and/or interest of Wife.

d) Upon entry of the Final Decree, the parties will cooperate to equally divide the balance in the First Horizon bank checking account ending in #4455, and thereafter, said account will be closed.

e) Upon entry of the Final Decree, Husband will transfer to Wife one-half the balance of the TD Ameritrade account ending in #0583, which is titled in Husband's name. Thereafter, all right, title and interest of Wife in and to TD Ameritrade account ending in #0583, shall be, and is hereby, divested out of Wife and vested absolutely in Husband, free and clear of any claim, right, title and/or interest of Wife.

f) Husband shall receive the 18 shares of Walgreens Boots Alliance stock, which is titled in his name only, free and clear of any claim of Wife.

5. **LIFE INSURANCE:** The parties do not own any life insurance which has a cash value. Each party will retain any policy insuring that party's life. Husband will maintain life insurance as set forth in Paragraph 6 below to secure his alimony obligation.

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6. **ALIMONY:** Beginning on the first day of the first month following entry of the Final Decree, and continuing on the first day of the month thereafter, Mr. Hall shall pay Ms. Hall the sum of One Thousand, Dollars ($1,000.00), per month for a period of sixty (60) consecutive months as transitional alimony.

The transitional alimony is a domestic support obligation and is not dischargeable in bankruptcy. Said alimony shall terminate automatically upon the death of Ms. Hall, but not upon her remarriage or cohabitation, or upon the death of Mr. Hall to the extent that his obligation is secured and paid by the life insurance obligation set forth herein.

Mr. Hall's obligation to pay transitional alimony shall be secured by a portion of his Marsh Insurance Services (through his employment with Publix) term life insurance policy in the amount of $60,000.00, or by a comparable life insurance policy, and Mr. Hall shall maintain his Marsh Insurance Services term life insurance policy, or a comparable life insurance policy, with Esther Kay Hall listed as beneficiary in the amount of $60,000.00, to fully insure any unpaid alimony obligation. Upon entry of the Final Decree, Mr. Hall will execute a new beneficiary designation naming his former spouse, Esther Kay Hall, as the beneficiary of said plan or policy in the amount of $60,000.00. If Mr. Hall is unable to pay the

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premiums on said plan or policy or a comparable policy, he shall immediately notify Ms. Hall in order that she can make such payments, at which time Mr. Hall will transfer ownership of the policy to Ms. Hall. Mr. Hall shall be allowed to decrease the amount of the life insurance in force, on a yearly basis, to correspond to the remaining balance on his transitional alimony obligation. If Mr. Hall fails to maintain said life insurance or if it fails to cover his unpaid obligations pursuant to this Agreement and the Final Decree of Divorce, Ms. Hall shall have a charge or claim against Mr. Hall's estate in the event of his death before the obligations hereunder are paid in full or if the life insurance policy has lapsed or fails to cover the remaining obligations.

The alimony payments are not taxable to Wife and are not deductible by Husband for federal income tax purposes.

Except as set forth above in this Paragraph, each party waives any and all claims for alimony.

7. **INDIVIDUAL DEBTS:** Each party shall be, and is hereby, responsible for the payment of any and all accounts or charges which are presently listed in his or her name individually. Each party shall indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts, credit card charges or debts when due.

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8. **JOINT/MARITAL DEBTS:** The parties' jointly-owed and/or marital debt secured by the marital residence is addressed in Paragraph 1 above. The parties agree that there is no other debt on which they are jointly obligated.

To the extent that there are any joint credit card accounts and/or debit cards, those cards/accounts shall not be used and charges shall not be made to them. Upon execution of this Agreement, said cards/accounts will be closed as soon as permitted by the issuers, and following execution of this Agreement and pending the closure of said accounts, no further charges/debits will be made to said accounts. Each party shall individually be responsible for and pay any charges/debits incurred by him or her after execution of this Agreement, with said credit cards/debit cards on such joint accounts, with said charges to be paid in full in the next billing cycle for said account from the share of joint assets that party receives pursuant to this Agreement and/or said debits to be deducted from that party's respective share of the joint assets. Upon entry of the Final Decree, all joint charge accounts, all joint credit cards, and all joint debit cards shall be cancelled, and each party may apply for such accounts in his or her own name individually.

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Notice is hereby given pursuant to Tenn. Code Ann. 36-4-134 that this Agreement 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 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.

9. **RETIREMENT/PENSION PLANS:** Upon entry of the Final Decree and as of the date of entry of the Final Decree, the parties will equally divide the Publix Stock Plan which is an ESOP and which is titled in the name of Husband. Any documentation or court order which is necessary to divide such plan shall be prepared at Husband's expense with the preparation to be started within ten days of entry of the Final Decree. Wife acknowledges that the value of her interest in the Publix Stock Plan, as described herein, as of the date of entry of the Final Decree, may have increased or decreased in value due to market fluctuations by the date the stock is actually transferred.

Upon entry of the Final Decree and as of the date of entry of the Final Decree, the parties will calculate the total value of the following retirement assets, which are all such assets owed by either of them, except for the Publix Stock Plan described immediately above. If this

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Paragraph 9, and they will also calculate the total value of all such assets titled in the name of each party:

a) the TD Ameritrade Roth IRA account ending in # 1460, titled in the name of Mr. Hall;
b) the Labcorp 401 (k) with Fidelity, titled in the name of Mr. Hall;
c) the Millenium Trust IRA, account ending in #418, titled in the name of Mr. Hall;
d) the Publix 401(k) with Voya, account ending in #7005, titled in the name of Mr. Hall;
e) the Valic 403(b) plan account ending in #6728, titled in the name of Mr. Hall;
f) a TD Ameritrade IRA, titled in the name of Ms. Hall;
g) the Shaw 401(k) with Principal, titled in the name of Ms. Hall; and,
h) the IRA with Parnassus, titled in the name of Ms. Hall.

Thereafter the parties will equally divide the total value of said retirement assets which will be accomplished by Mr. Hall transferring a portion of his Publix 401(k) with Voya, account ending in #7005, to Ms. Hall to equalize the amount of said assets each party is receiving. The transfer will be accomplished pursuant to a Qualified Domestic Relations Order which will be prepared at his expense, with the preparation to be initiated within ten days of entry of the Final Decree.

After the transfer to Ms. Hall described above, Mr. Hall will retain the following retirement assets, free and clear of any claims of Ms. Hall:

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a) the TD Ameritrade Roth IRA account ending in # 1460, titled in the name of Mr. Hall;
b) the Labcorp 401 (k) with Fidelity, titled in the name of Mr. Hall;
c) the Millenium Trust IRA, account ending in #418, titled in the name of Mr. Hall;
d) the Publix 401(k) with Voya, account ending in #7005, titled in the name of Mr. Hall; and,
e) the Valic 403(b) plan account ending in #6728, titled in the name of Mr. Hall.

In addition to the funds transferred to her from Mr. Halls' Publix 401(k) with Voya, account ending in #7005, Ms. Hall will retain the following retirement assets, free and clear of any claims of Mr. Hall:

a) a TD Ameritrade IRA, titled in the name of Ms. Hall;
b) the Shaw 401(k) with Principal, titled in the name of Ms. Hall; and,
c) the IRA with Parnassus, titled in the name of Ms. Hall.

Wife acknowledges that the value of her interest in Mr. Halls' Publix 401(k) with Voya, account ending in #7005, as described herein, as of the date of entry of the Final Decree, may have increased or decreased in value due to market fluctuations by the date the funds are actually transferred. The transfer from Husband to Wife of the aforementioned retirement asset shall be accomplished by Husband transferring a portion of his Publix 401(k) with Voya, to Wife pursuant to a Qualified Domestic Relations Order which will be prepared at Husband's expense by an attorney of his choice.

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10. **HEALTH INSURANCE:** Each party has their own group health insurance coverage through employment. Neither party has any obligation to provide health insurance to the other, now or in the future.

Husband agrees to continue to insure the parties' adult son, Justin M. Hall, date of birth November 29, 1999, for as long as he has coverage available for him.

11. **BUSINESS INTERESTS:** Husband and Wife each expressly understand and agree that to the extent that the other of them is listed or named in any business enterprise with him or her, the party who is actually engaged in the business enterprise shall accept sole and exclusive responsibility for any obligation or liability arising out of such business enterprise and shall indemnify and hold the other party harmless for any obligation or liability arising therefrom.

12. **ATTORNEY FEES:** Wife is represented by Jacqueline B. Dixon of Weatherly & Dixon, PLLC. Husband is represented by Brandes Holcomb of Martin Sir & Associates. As described in Paragraph 4 b) above, Husband will pay $10,000, to Wife toward her attorney fee obligation. Otherwise, if this matter proceeds as an uncontested divorce, it is agreed by and between the parties that each party shall be responsible for payment of their own attorney's fees.

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13. COURT COSTS: All costs of court as a result of the pending action for divorce shall be paid by Husband.

14. FEDERAL TAX RETURNS: For the 2020 tax year, the parties filed separate a joint federal income tax return.

For the 2021 tax year, the parties agree that Husband will claim all home mortgage interest, property tax and any other deductions associated with the ownership of the marital residence and the real property located on McMurray Court.

The parties are not aware of any federal income tax liability for any year in which they filed a joint federal income tax return. Each party shall assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned and/or received by that party or losses or deductions taken with respect to that party's income during any year for which the parties file, or have filed, joint income tax returns. Further, each party shall indemnify and hold the other party harmless from any liability for such incomes taxes, penalties, and/or interest as may hereinafter be finally determined to be due as a result of that party's misreporting of previous income.

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15. 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.

16. CREDIT: Neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges and indemnify and hold the other party harmless therefrom.

17. NONDISCHARGEABILITY: Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. § 523(a) which is not dischargeable in bankruptcy as to the other party. This financial obligation on the part of

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both parties is not a part of the property settlement. The division of property is set forth elsewhere in this Agreement.

Whenever either party is required by the terms of this Agreement to provide spousal support, to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. § 523(a) which is not dischargeable in bankruptcy by one party to the other.

18. NONCOMPLIANCE: Should either party incur any legal fees or litigation related expenses as a result of the enforcement or defense of any portion of this Marital Dissolution Agreement, or if there is any litigation involving any of the terms of the Final Decree, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation related expenses, at the trial court level, including in an action for criminal or civil contempt of court, and through all appellate levels, from the non-prevailing party.

In the event 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 whom such claim is made shall be entitled to recover from the other party

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the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney fees.

19. **INCORPORATION, PERMANENT AND PENDENTE LITE:** It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Chancery Court for Williamson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties. Pending entry of the Final Decree, the parties agree to the filing of this Agreement, and by said filing, specifically consent to and authorize the entry of a consent Order binding them to the terms of this Agreement. By the signing of this Agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of the signing, an Order of this Court.

20. **TAX ADVICE:** Counsel preparing this Agreement have not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property, including but not limited to retirement benefits, 401(k) plans, IRAs, or other pension plans, and have advised each party to seek other independent advice at to potential tax consequences and penalties of transfer.

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21. FINAL SETTLEMENT: 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 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 may hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, alimony, pensions, 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 Husband and Wife, individually and jointly, or any property that either of them may acquire in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

22. 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

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party as a beneficiary, if any, shall be, and are hereby, revoked. Such documents shall 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 shall 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.

23. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

This Agreement is intended to be interpreted according to the laws of the State of Tennessee. The captions in this Agreement are for reference purposes only and shall not be construed to limit, expand or define any provision herein contained.

24. **COMPLETE DISCLOSURE:** The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets which are not reflected by the terms

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of this Agreement. The parties warrant and represent that they have made full disclosure to each other of their respective incomes, anticipated incomes, and all assets in which they have interests. Each party has made a full and complete disclosure of his or her liabilities. Should it develop that there are undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. By signing this document, each party indicates that he or she does not want to proceed further with additional formal discovery, including completing Interrogatories and Requests for Production of Documents or discovery depositions that are designed to discover assets or debts. The parties further release the attorneys of record from any obligation to complete the discovery process. Both parties acknowledge that they have not been given any tax advice by their attorneys.

25. **VOLUNTARY EXECUTION:** It is understood and agreed by 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. Wife has been represented by Jacqueline B. Dinon of

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Weatherly & Dixon, PLLC. Husband has been represented by Brandes Holcomb of Martin Sir & Associates. Husband and Wife, by their signatures hereto, acknowledge that they have read this Agreement, that they have no questions concerning its meaning, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

26. SEVERANCE: In the event any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

27. NECESSARY DOCUMENTS: 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.

28. TORT CLAIMS: The parties further agree that, by executing this Marital Dissolution Agreement, 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 Marital Dissolution Agreement. The parties

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understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matter 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.

29. **MODIFICATION:** This Agreement may be altered, amended or canceled only by written instrument, executed with the same formality as this Agreement, and approved by the Court if such approval is required. This requirement cannot be waived by oral agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

30. **WAIVER OF SERVICE OR PROCESS:** Pursuant to Tenn. Code Ann. § 36-4-103(a)(2), in lieu of service of process, Patrick Tyler Hall, Husband/Defendant, has entered into this written, notarized, Marital Dissolution Agreement with Esther Kay Hall, Wife/Plaintiff, concerning a divorce filed in the Chancery Court for Williamson County, Tennessee, Docket Number 20D484, and Husband waives further service with such waiver of service valid for a period of 180 days from the date the last party signs this Agreement. Husband agrees that the signing of this Agreement is in lieu of service of process for the period such waiver is

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valid, and shall constitute a general appearance before the Court and Answer which shall give the Court personal jurisdiction over Husband and constitute a default judgment for the purpose of granting a divorce on the grounds of irreconcilable differences.

Esther Kay Hall
Esther Kay Hall, Wife

STATE OF OHIO)
COUNTY OF Hamilton)

Sworn to and subscribed before me this the 12th day of November 2021.

Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF OHIO
MICHELLE R. CRIBBET
Notary Public, State of Ohio
My Commission Expires
December 25, 2022

THE CHANCERY COURT SEAL WILLIAMSON CO. TN

Patrick Tyler Hall

Patrick Tyler Hall, Husband

STATE OF TENNESSEE)
COUNTY OF Davidson)

Sworn to and subscribed before me this the 11th day of November 2021.

Notary Public
My Commission Expires: 11/8/2022



