Karen Johnson Davidson County
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STATE OF TENNESSEE

I, JOSEPH P. DAY, 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 21 day of SEPTEMBER, 2022, in Docket Number 22D937 between MCCORMICK-GOODHART, LEANDER JAMES, Plaintiff, and GOODHART, JUDITH ANN BASSETT, 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 21 day of SEPTEMBER in the year two thousand twenty-two and in the 246th year of American Independence.

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

[SEAL]

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LEANDER JAMES MCCORMICK-GOODHART, **Plaintiff,**	)	
vs.	)	**No: 22D937**
JUDITH ANN BASSETT GOODHART, **Defendant.**	)	

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on September 20, 2022 before the Honorable Muriel Robinson, Special Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the original Complaint for Divorce filed by Husband on June 23, 2022; and the Marital Dissolution Agreement and Notice of Insurance having been filed with the Court for approval. From review of the executed documents referenced above and the entire record, the Court finds as follows:

This cause has been pending for more than sixty (60) days, and there are no minor children.

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

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

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the **Plaintiff Leander James McCormick-Goodhart**, is hereby awarded an absolute divorce from **Judith**

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Ann Silger Goodhart on the ground of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED 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:

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LEANDER JAMES MCCORMICK-GOODHART, **Plaintiff,**	)	
vs.	)	**No: 22D937**
JUDITH ANN BASSETT GOODHART, **Defendant.**	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into by and between **LEANDER JAMES MCCORMICK-GOODHART,** (hereinafter referred to as "Husband") and **JUDITH ANN BASSETT GOODHART,** hereinafter (referred to as "Wife"), subject to the following premises, terms, and conditions.

WHEREAS, the parties have been married since June 26, 2021;

WHEREAS, there are no minor children of the parties.

WHEREAS, the parties have experienced marital difficulties which are irreconcilable;

WHEREAS, it is the decision of the parties to amicably settle their differences with respect to all property rights, support obligations, and obligations 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 all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do enter into the Marital Dissolution Agreement and do hereby agree as follows:

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1. **GROUNDS FOR DIVORCE.** A divorce is awarded to Husband based upon the ground of irreconcilable differences, and the parties are hereby restored to all the rights and privileges of unmarried persons.

2. **PERSONAL PROPERTY.** The parties acknowledge that they have already identified and designated all of their items of furniture, furnishings and other household contents. Each party is awarded the personal property in his or her possession free of any claim from the other. As to property still at the marital residence, Wife is awarded her pre-marital bed, 2 rocking chairs, and her clothes and personal effects. Wife shall remove all her above personal effects on or before July 31, 2022, or ownership of the same shall revert to Husband on August 1, 2022. Wife is aware that Husband is selling his real property and needs to have it vacated by that time.

In order to equalize marital assets and assist Wife in reestablishing a home post-marriage, Husband agrees to pay Wife the sum of $24,000.00 within 10 days of the execution of this Agreement. In consideration, Wife agrees to forgo any and all further claims of property, equity, alimony, attorney's fees or other assets from Husband of any kind incident to this divorce.

3. **REAL PROPERTY.** The parties do not own joint real property. Husband is the sole title owner of real property located at 205 Oak Hollow Circle, Hermitage, Tennessee 37076. The parties agree that Wife has no marital interest in and to this property, and Husband shall retain all right, title and interest in the property, free and clear of any claim by Wife. The property is described as:

Land in Davidson County, Tennessee being Lot No. 13 on the Plan of Oakcrest, Phase 1B, of record in Plat Book 6900, Page 385, said Register's Office, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Leander J. McCormick Goodhart by virtue of Warranty Deed dated August 7, 2020, and being of record as Instrument No. 20200811-0089133 in the Register's Office of Davidson County, Tennessee.

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This conveyance is subject to all easements, restrictive covenants and conditions including those located at Book 6900, Page 385, Book 7308, Page 874, Book 7662, Page 835, Book 7233, Page 802, as recorded in the said Register's Office. Concrete Drive serving subject property encroaching 5' gas easement along Oak Hollow Circle, and all other matters of record, including all items set out on any applicable plat of record.

This is improved property, known as 205 Oak Hollow Circle, Hermitage, TN 37076. Incident to this divorce, Wide is divested of any and all theoretical marital interest in and to the property, and Husband shall continue to own the said property in fee simple absolute.

4. AUTOMOBILES. Wife is awarded her 2020 Kia Rio vehicle, Vin [redacted] titled in her name, free and clear of any claim by Husband. There is no debt on the vehicle. Husband shall be awarded all right, title and interest in and to the 2004 Chevrolet Silverado truck, Vin [redacted] which is titled in his sole name, free and clear of any claims from Wife. Husband shall be awarded all right, title and interest in and to the 2009 Toyota Prius, Vin [redacted] which is titled in his sole name, free and clear of any claims from Wife. All of Husband's vehicles were owned by him and paid for prior to the marriage. Both parties shall cooperate with the execution of any and all documents transferring the title as necessary prior to final hearing in this matter. Each party shall be responsible for his or her car insurance from the date of execution of this agreement.

5. BANK ACCOUNTS. The parties agree to waive all present and future claims to any and all accrued savings or checking accounts of the other party, not specified below. Each party shall be awarded all right, title and interest in and to any and all bank accounts, investments, life insurance policies and related cash surrender value, retirement and pension benefits, and other accounts and assets maintained in his or her respective name, not otherwise provided for herein, all free and clear of any claims from the other party. The parties have no joint accounts.

6. CREDIT CARDS/LOANS/DEBTS. Each party shall be solely and separately responsible for payment of any and all credit card debts, personal loans, medical bills, and other

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outstanding indebtedness incurred in his or her respective name, which accrued after separation and are not otherwise provided for herein, and each shall indemnify and hold the other party harmless from repayment thereof. Neither party shall make any further charges against the credit of the other party following the execution of this Agreement.

7. **MEDICAL INSURANCE.** The parties each have their own health insurance policies. Following the date of entry of the Final Decree of Divorce in this cause, each party shall be responsible for maintaining and paying for his or her own health care and insurance coverage, with neither party having any obligation to the other with regard to such care or coverage.

8. **ALIMONY.** The parties agree that neither party shall claim or receive alimony.

9. **INCOME TAX FILINGS.** Each party shall file separately for 2021 and beyond.

10. **INVESTMENT ACCOUNTS.** Each would show that she or he is aware of all retirement accounts, pension funds, 401(k) accounts, ESOP benefits, ESIP benefits, and any and all other pension and/or retirement accounts maintained by or for herself or himself, or maintained by or for the other party. Neither party claims any interest in the other's plan(s).

11. **MAIDEN NAME.** Wife shall retain her married name of Goodhart. However, the parties agree that Wife's correct maiden name is Judith Ann Silger. Therefore, the parties request that the FINAL DECREE OF DIVORCE provide that the style of the case be amended to show Wife's correct maiden name.

12. **ATTORNEYS FEES/REPRESENTATION.** The parties acknowledge that Paul A. Rutherford is representing Husband and Wife is *pro se*. Wife has not received any legal advice from Husband's counsel, and is not relying on any legal advice or representations of Husband's counsel in signing this agreement. Wife shall not be responsible for attorney's fees or court costs of any kind.

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13. **COURT COSTS.** The Husband shall pay all court costs of this cause.

14. **FUTURE INDEBTEDNESS.** Each of the parties hereto covenants that from this day forward, neither shall contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

15. **INCORPORATION OF AGREEMENT INTO DECREE.** It is understood and agreed by the parties that this Agreement shall be introduced in the proceeding now pending in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

16. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

17. **FULL AND FINAL SETTLEMENT.** It is understood and agreed between the parties that this Agreement is intended to be a full and 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 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 either party, individually or jointly, or any property that either of them may acquire in the future.

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18. 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.

19. SEVERABILITY. 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.

20. ENFORCEMENT. 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 reasonable expenses, including attorney's fees, incurred in prosecuting the action.

21. EXECUTION OF DOCUMENTS. It is understood and agreed between the parties that, as part of the consideration of the execution of the Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of the Agreement. This provision requires either party to a family cellular phone plan to fully cooperate in allowing / assisting another party to obtain a new plan and maintain his/her telephone number from the original plan.

22. FULL DISCLOSURE OF ASSETS. The parties acknowledge that, to the best of their knowledge, there are no 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 full disclosure to each other of all assets in which they have an interest and the parties warrant and represent that the individual values placed upon the assets by the parties to this cause are a fair and accurate representation of the true fair value of the asset. By signing the Agreement, each party indicates they do not want to proceed with formal

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discovery designed to discover assets and liabilities. The parties further release the attorneys of record from any obligation to complete the discovery process. Should it develop that there were any undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same or if it is later determined that the value of an asset was intentionally or negligently misrepresented by either party, the party to whom the misrepresentation was made shall have a right to an equitable share of the true fair value of the asset. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

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

24. **BENEFICIARY PROVISION.** 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 shall be and are hereby revoked. Such documents shall include but not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, bank accounts, and Last Will and Testament. It is the intent of the parties that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement except or unless otherwise provided by the terms of this Agreement, operation of law or unless a new beneficiary designation is executed after the execution of this Agreement designating the other party as beneficiary.

25. **WAIVER OF SERVICE OF PROCESS.** By executing this Agreement below, Husband expressly waives the requirement for personal service of process.

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26. NOTICE OF CREDITORS RIGHTS. The parties are advised that the Final Decree which includes this agreement does not necessarily affect the ability of a creditor to proceed against either party or either 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. The parties are advised that it may be in his or her best interests to cancel, close or freeze any jointly held accounts.

27. SUPPORT OBLIGATION. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, such obligation is intended to be a support obligation under 11. U.S. C. 523 (a) (5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523 (a) (5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable. However, the parties acknowledge the determination of any issues arising under this section is in the exclusive jurisdiction of the United States Bankruptcy Court.

28. RELEASE OF TORTIOUS LIABILITY. The parties understand and agree that this Agreement is intended to preclude either party from asserting claims and /or seeking damages against the other party for torts committed during the marriage. By signing this Agreement, each party releases the other from any such liability.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

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Leander James Mccormick-Goodhart

LEANDER JAMES MCCORMICK-GOODHART

7/5/22

Date

Judith Ann Goodhart

JUDITH ANN GOODHART

7/5/22

Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for the County of Davidson and State of Tennessee, the within named, **LEANDER JAMES MCCORMICK-GOODHART**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledges that he executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office in Nashville, Tennessee, on this the 5th day of July, 2022.

Kara L. Kimbrough

Notary Public

My Commission Expires: 11-20-24

KARA L. KIMBROUGH STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for the County of Davidson, and State of Tennessee, the within named, **JUDITH ANN GOODHART**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledges that she executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office in Nashville, Tennessee, on this the 5th day of July, 2022.

Kara L. Kimbrough

Notary Public

My Commission Expires: 11-20-24

KARA L. KIMBROUGH STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement submitted to the Court is hereby approved as fair and equitable between the parties;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party is responsible for his/her attorney fees;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the style of this case is hereby amended to show Wife's correct maiden name as Judith Ann Silger.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall pay remaining court costs in this matter, for all of which execution may issue if necessary.

The current addresses of the parties are as follows:

Leander James McCormick-Goodhart
205 Oak Hollow Circle
Hermitage, TN 37076

Judith Ann Silger Goodhart
205 Oak Hollow Circle
Hermitage, TN 37076

NOTICE: This Agreement/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 Agreement/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.

ENTERED this the 21st day of Sept., 2022.

Special Judge Jeffrey S. Robinson
JUDGE

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APPROVED FOR ENTRY:

/s/ Paul A. Rutherford
PAUL A. RUTHERFORD B.P.R. #14471
Brighter Day Law
107 Music City Circle, Ste. 200
Nashville, Tennessee 37214
(615) 256-6681
Attorney for Leander James McCormick-Goodhart

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, via the U. S. Postal Service, postage pre-paid and emailed to Ms. Judith Ann Silger Goodhart, 205 Oak Hollow Circle, Hermitage TN 37076, miraclesrus2020@gmail.com on this the 19th day of September, 2022.

/s/ Paul A. Rutherford
PAUL A. RUTHERFORD