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RICHARD R. ROOKER, CLERK
D.C.

**IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE**

**ANTHONY G. CHERRY, JR.,**
**Plaintiff/Counter-defendant,**

**v.**

**VICKY N. CHERRY,**
**Defendant/Counter-plaintiff.**

**Docket No.: 17D1447**
**NOTICE OF ENTRY REQUESTED**

## FINAL JUDGMENT OF DIVORCE

This cause came to be heard on the 28th day of August, 2018, before the Honorable Kelvin Jones, Judge sitting by interchange for ~~Philip Smith, of~~ the Fourth Circuit Court of Davidson County, Tennessee, upon the Counter-Complaint for Absolute Divorce filed on February 2, 2018 filed by Counter-Plaintiff/Wife, the parties' signed Marital Dissolution Agreement, upon the testimony of the Wife in open Court, statement of counsel and the entire record herein, from all of which the Court finds that the allegations in the Counter-Complaint for Absolute Divorce are sustained by the proof, in that there exists irreconcilable differences between the parties as would entitle Wife to an absolute divorce. The Court further affirmatively finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties and should be approved; and that the sixty-day waiting period, as required by statute, has elapsed. Further, the court finds that Notice Regarding Insurance Coverage of Spouses and Former Spouses has been filed and properly served upon the non-covered spouse, pursuant to *Tenn. Code Ann.§56-7-2366.*

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Wife, Vicky N. Cherry, is awarded an absolute divorce on the ground of irreconcilable differences from the Husband, Anthony G. Cherry, Jr., and the parties are restored to all of the rights and privileges of unmarried persons, and the bonds of matrimony

heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved and made the judgment of the court and is incorporated herein as follows:

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

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D.C.

| | | |
|---|---|---|
| **ANTHONY G. CHERRY JR.** | ) | |
| ***Plaintiff,*** | ) | |
| | ) | |
| **v.** | ) | **Docket No. 17D1447** |
| | ) | |
| **VICKY N. CHERRY,** | ) | |
| ***Defendant.*** | ) | |

## MARITAL DISSOLUTION AGREEMENT

WHEREAS, ANTHONY G. CHERRY JR., (hereinafter referred to as the "Husband") and VICKY N. CHERRY, (hereinafter referred to as the "Wife") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; 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 Husband filed suit for absolute divorce upon the grounds of irreconcilable differences in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 17D1447, that Husband subsequently amended his lawsuit to a request a legal separation, Wife filed an Answer to Husband's Amended Complaint and a Counter-complaint for Divorce based upon irreconcilable differences. The parties stipulate that this Agreement shall be submitted to the Court for approval as the Agreement of the parties. It is



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further agreed that Wife shall proceed to court to obtain a divorce upon the ground of irreconcilable differences under her Counter-complaint for Divorce.

WHEREAS, the parties do jointly own real property located at 1209 Lakewalk Drive, Antioch, Tennessee 37013, Wife owns real property located at 1754 Sprucedale Drive, Antioch, Tennessee 37013 and do own some items of personal property;

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 the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences under her Counter-complaint for Divorce.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Husband shall keep as his sole property the 2008 Mitsubishi Galant, VIN # 4A3AB36F39E032322 which he drives as his vehicle, titled in Husband's sole name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

It is agreed by and between the parties that the Wife shall keep as her sole property the 2017 Toyota Camry, VIN #4T1BF1FK6HU667127 which she drives as her vehicle, titled in



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Wife's sole name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

b) Household Furniture, Fixtures & Appliances. The parties agree 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 or credit union 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 any bank or credit union account in the name of the other.

The parties acknowledge that they have joint bank accounts in the form of a SunTrust Checking Account and a SunTrust Savings Account. It is further agreed by and between the parties that Wife shall keep as her sole property the SunTrust Checking Account and the SunTrust Savings Account. Any interest of the Husband in the SunTrust Checking Account and the SunTrust Savings Account is hereby divested from the Husband and reinvested in the Wife so that Wife shall own said accounts and the balances therein as her sole property, free and clear of any interest of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon. It is further agreed that within thirty (30) days upon the entry of a Final Decree of Divorce in this action, that the joint banks accounts be closed and all funds withdrawn as Wife's personal property.



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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.

IV. **REAL PROPERTY.**

It is agreed by and between the parties that Wife shall relinquish any interest that Wife might have in the real property owned by the parties located at 1209 Lakewalk Drive, Antioch, Tennessee 37013, and more particularly described below. The property is more particularly described as follows:

> Being Lot No. 39, Hallmark, a Cluster Lot Subdivision, Final Plat Section One, of record in Instrument No. 20050315-0028142, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.
>
> Being a portion of the same property conveyed to Jerry Butler Builders, LLC by Warranty Deed from Gail P. Pigg, Trustee of record in Instrument No. 20011231-0144900, Register's Office for Davidson County, Tennessee.
>
> Subject to all matters of record in Plan in Instrument No. 20050315-0028142, Register's Office for Davidson County, Tennessee. Subject to Restrictions of Record in Instrument No. 2005116-0138367, Register's Office for Davidson County, Tennessee. Road Agreement and Sewer Easement of record in Instrument No. 20040416-0043248, Register's Office for Davidson County, Tennessee. Ingress and Egress Easement of record in Book 4706, page 227, Register's Office for Davidson County, Tennessee. Storm Water Detention Agreement of record in Instrument No. 20030519-0067720, Register's Office for Davidson County, Tennessee. Subject to any easements and/or restriction of record in the Register's Office for Davidson County, Tennessee.

The mortgage debt is in Husband's sole name. It is agreed by and between the parties that



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Husband shall be awarded the real improved property located at 1209 Lakewalk Drive, Antioch, TN 37013. Any interest of the Wife in the aforementioned real property is hereby divested from Wife and reinvested in the Husband so that Husband shall own said real property as his sole property, free and clear of any interest of the Wife. It is further agreed that the Husband shall be solely responsible for any debts, taxes, insurance, liabilities and encumbrances thereon; and further, he shall indemnify and hold Wife harmless from loss and liability thereon. Wife shall execute a quitclaim deed relinquishing her interest in the Lakewalk property upon presentment of said quitclaim deed by Husband or his representative.

Wife purchased real improved property, financed and titled in her sole name, located at 1754 Sprucedale Drive, Antioch, TN 37013. Said real property is specifically described as follows:

> Being all of Unit No. 3304, on the plan of Old Hickory Commons, Section Four, a Planned Unit Development, according to plat and survey appearing of record in Instrument Number 20170602-0055284, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.
>
> Being the same property convey to Ole South Properties, Inc., a Tennessee Corporation, by deed from Old Hickory Commons, LLC, a Tennessee Limited Liability Company, dated November 27, 2017, appearing of record in Instrument Number 20171128-0121084 of the Register's Office of Davison County, Tennessee.

The parties agree that Wife is awarded the real property located at 1754 Sprucedale Drive, Antioch, TN 37013 free and clear of any claim by Husband. Any interest of the Husband in the aforementioned real property is hereby divested from Husband and reinvested in Wife so that Wife shall own said real property as her sole property, free and clear of any interest of the Wife. It is further agreed that Wife shall be solely responsible for any debts, taxes, insurance, liabilities and encumbrances thereon; and further, she shall indemnify and hold Husband from loss and



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liability thereon. Husband shall execute a quitclaim deed relinquishing his interest in the Sprucedale Drive property upon presentment of said quitclaim deed by Wife or her representative.

V. RETIREMENT PLANS.

The parties acknowledge that the Husband has acquired an interest in a 401k retirement/pension/profit sharing plan with TSP. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the retirement/pension/profit sharing plan of the Husband. It is agreed by and between the parties that the interest of the Wife in the retirement/pension/profit sharing plan of the Husband shall be divested from her and reinvested in the Husband, so that the Husband shall own his retirement/pension/profit sharing plan as his sole property, free and clear of any interest or claim of the Wife.

The parties also acknowledge that the Wife has acquired an interest in a 401k retirement/pension/profit sharing plan with South Optical 401k. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that he might have in the retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of the Husband in the retirement/pension/profit sharing plan of the Wife shall be divested from Husband and reinvested in the Wife, so that the Wife shall own her retirement/pension/profit sharing plan as her sole property, free and clear of any interest or claim of the Husband.

VI. MARITAL DEBTS.

It is agreed by and between the parties that the parties have incurred no joint marital debt 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



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herein, and that they shall each indemnify and hold the other harmless thereon.

NOTICE: The Martial Dissolution Agreement and 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 the Final Decree for an account, any debt associated with an account or any debt. Therefore, it may be in your best interest to cancel, close or freeze any jointly held accounts.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VII. HEALTH INSURANCE.

Wife is currently covered under Husband's health insurance. Husband shall terminate the health insurance coverage on Wife thirty days from the entry of the Final Decree of Divorce and Wife shall be responsible for obtaining her own health insurance coverage. Each party is responsible for payment of any health care expenses they have incurred during the marriage that were not paid by the health insurance and each shall indemnify the other party from loss and liability thereon.

IX. 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.

X. INCOME TAXES.

Husband and Wife each represent and warrant to the other that all federal income tax returns during the marriage are or were, in all respects, true, correct and complete, and fully and accurately reflect the income and deductions for those years.



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If, in 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 by either or both of the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction."

**XI. ATTORNEY FEES.**

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

**XII. COURT COSTS.**

It is agreed by and between the parties that the unpaid court costs in this action shall be taxed equally to the parties.

**XIII. 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.

**XIV. 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.

**XV. 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



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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 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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.

**XIX. NO UNDUE INFLUENCE.**



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

**XX. 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.

**XXI. 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.

**XXII. 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 non-dischargeable 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.

**XXIII. 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.

**XXIV. NO TAX ADVICE.**

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

WITNESS OUR HANDS, this 30th day of July, 2018, as to the Husband, and this 1st day of August, 2018, as to the Wife.

ANTHONY G. CHERRY JR.

VICKY NICOLE CHERRY

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, ANTHONY G. CHERRY JR., 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 30th day of July, 2018.

My Commission expires: July 16, 2022

NOTARY PUBLIC

RITA F. WILSON
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY



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STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, VICKY NICOLE CHERRY, 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 1st day of August, 2018.

My Commission expires: 2022

Barbara Trinkle
NOTARY PUBLIC

BARBARA TRINKLE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 06-19-2022

IT IS FURTHER ORDERED AND ADJUDGED that the parties will each pay their own attorney fees for representation of this matter.

IT IS FURTHER ORDERED AND ADJUDGED that the unpaid court costs shall be equally divided between the parties and execution may issue, if necessary.

IT IS FURTHER ORDERED AND ADJUDGED that attorney for Wife, Lisa Millican Ewing, is released as attorney of record and/or surety in this cause and for the purpose of service if after thirty (30) days there has been no appeal nor other activity by either party in this cause.

IT IS FURTHER ORDERED AND ADJUDGED that attorney for Husband, Robert J. Turner and Jessica R. Simpson, are released as attorney of record and/or surety in this cause and for the purpose of service if after thirty (30) days there has been no appeal nor other activity by either party in this cause.

The Husband's address is:

Anthony G. Cherry, Jr.
1209 Lakewalk Drive
Antioch, TN 37013

The Wife's address is:

Vicky N. Cherry
1754 Sprucedale Drive
Antioch, TN 37013

**ENTERED** this 28 day of August, 2018

~~PHILIP E. SMITH~~, JUDGE
Kelvin Jones
By Interchange

**APPROVED FOR ENTRY:**

**LISA MILLICAN EWING, BPR # 026294**
**EWING LAW OFFICE, LLC**
Attorney for Counter-Plaintiff/Wife
222 Second Avenue, North, Suite 419
Nashville, TN 37201
615-244-1582, Ext 301
615-713-5161, Facsmile

**JESSICA R. SIMPSON, BPR # 33908**
**TURNER LAW OFFICES, P.C.**
Attorney for Respondent/Husband
208 Third Avenue North, Suite 100
Nashville, TN 37201
615-259-2660

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Final Judgment of Divorce has been forwarded, via U. S. Mail, first class, postage pre-paid to:

Robert J. Turner, Esq.
Jessica R. Simpson, Esq.
Turner Law Offices, P.C.
208 Third Avenue North, Suite 100
Nashville, TN 37201

on this the 28th day of August, 20 16.

LISA MILLICAN EWING

**CERTIFICATE OF SERVICE**

**DOCKET NO. 17D1447**

**I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 4TH day of SEPTEMBER, 2018.**

**RICHARD R. ROOKER, Circuit Court Clerk**

**BY:** _____
**Deputy Clerk**

**LISA MILLICAN EWING, ATTORNEY**
**EWING LAW OFFICE**
**222 2ND AVE., NORTH, STE 419**
**NASHVILLE, TN 37201**

**JESSICA R. SIMPSON, ATTORNEY**
**TURNER LAW OFFICES**
**208 3RD AVE. NORTH, SUITE 100**
**NASHVILLE, TN 37201**

# STATE OF TENNESSEE

**********

*ANTHONY G. JR. CHERRY*
[Plaintiff(s)]

vs.

**Docket No:** *17D1447*

*VICKY N. CHERRY*
[Defendant(s)]

***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 above styled case on August 28, 2018 in the Fourth Circuit Court for Davidson County, Tennessee, 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, on March 18, 2024.***

JOSEPH P. DAY
CIRCUIT COURT CLERK

***JOSEPH P. DAY, Clerk,***

***By:*** K. Allin
***Deputy Clerk***

# Certificate of Authenticity

I, Joshua A. Terry, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 8/28/2018.

Affiant Signature – Joshua A. Terry

3/26/2024

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before on 3/26/2024.

Notary Public

KATHLEEN WILLIAMS
TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

My Commission Expires: 5.10.27