STATE OF TENNESSEE

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Karen Johnson Davidson County
Batch # 1136514 DEEDDIV
05/20/2024 09:01:42 AM 17 pgs
Fees: $87.00 Taxes: $0.00
20240520-0037037

GINGER L. HUFF
[Plaintiff(s)]

vs.

Docket No: ***24D216***

JOEL A. HUFF
[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 April 30, 2024 in the Third 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 May 1, 2024.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____ ***Deputy Clerk***

EFILED 04/30/24 11:40 AM CASE NO. 24D216 Joseph P. Day, Clerk

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

GINGER L. HUFF,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 24D-216**
	)	
JOEL A. HUFF,	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard the 30th day of April, 2024, before the Honorable Phillip Robinson, Judge for the Third Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce on the grounds of Irreconcilable Differences and Marital Dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open Court and statements of counsel, from all of which the Court finds as follows:

This cause was filed on February 15, 2024 and has been pending for more than sixty (60) days.

The current addresses of the parties are as follows: Wife's current address is 8109 Boone Trace, Nashville, TN 37221. Husband's current address is 213 Pebble Creek Circle, Antioch, TN 37013.

The provisions of Tenn. Code Ann. § 56-7-2366 apply to the parties and a Health Insurance Notice has been filed with the Court.

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

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Each party hereby acknowledges that he or she has been advised that a divorce decree does not necessarily affect the ability of a creditor to proceed against him or her or his or her property, even though he or she is not responsible under the terms of the decree for an account, any debt associated with an account, or any debt and that it may be in his or her best interest to cancel, close or freeze any jointly held accounts.

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 Wife, Ginger L. Huff, is hereby is awarded an absolute divorce on the grounds of irreconcilable differences, and both parties are restored to all the rights and privileges of unmarried persons and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

It is further **ORDERED, ADJUDGED** and **DECREED,** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and are in words and figures as follows:

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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IIN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

GINGER L. HUFF,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 24D-216**
	)	
JOEL A. HUFF,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Ginger L. Huff, hereinafter referred to as "Wife" and Joel A. Huff, hereinafter referred to as "Husband", subject to the following terms and conditions:

WITNESSETH

WHEREAS, Wife has instituted divorce proceedings against Husband in the Circuit Court for Davidson County, Tennessee, Docket Number 24D-216;

WHEREAS, the parties have reached an agreement concerning their personal and real property;

WHEREAS, Wife and Husband desire to obtain a divorce on the grounds of irreconcilable differences;

WHEREAS, it is the desire of the parties to settle their differences with respect to all property rights and support without the necessity of a full hearing;

WHEREAS, the parties have no children born of this marriage and none are expected;

WHEREAS, Wife is represented by attorney M. Todd Sandahl; and,

WHEREAS, Husband is representing himself and acknowledges sufficient opportunity to retain counsel to advise and/or review this Agreement with counsel prior to

Wife's Initials _____ Husband's Initials _____

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signing;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the forgoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. DIVORCE

It is hereby agreed by the parties that the Wife shall obtain a divorce on the grounds of irreconcilable differences, pursuant to Tenn. Code Ann. § 36-4-103, and the parties shall be restored to all rights and privileges of unmarried persons.

2. REAL PROPERTY

The parties' own real property as a marital residence. Wife currently resides at the marital residence at 8109 Boone Trace, Nashville, Nashville, Davidson County, Tennessee 37221 and shall retain exclusive possession of the marital residence.

The legal description of the aforementioned property is as follows:

> Being Lot 38, on the Plan of Section Four, Lexington Point, of record in Instrument No. 20020116-0006343, 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 Joel A. Huff and wife, Ginger L. Huff, by Warranty Deed from Brian Engelhardt and Kimberly G. Engelhardt, Husband and Wife, dated April 14, 2009 of record in Instrument No. 20090416-0034592, Register's Office for Davidson County, Tennessee.
>
> MAP AND PARCEL: 126-15B-310CO
>
> This property is known as: 8109 Boone Trace, Nashville, TN 37221.

Wife shall retain the property free and clear of any claim by Husband upon a total payment to Husband of Sixty Thousand Dollars ($60,000), which represents Husband's portion of the equity in the property. Husband shall receive his initial payment of Twenty

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Thousand Dollars ($20,000) on the date of execution of the Marital Dissolution Agreement and Quitclaim Deed. The Quitclaim Deed shall be prepared by Wife at her expense. Wife shall indemnify and hold Husband harmless for any liability related thereto. Husband shall receive the remaining equity payment of Forty Thousand Dollars ($40,000) upon the entry of the Final Decree of Divorce at which time the Quitclaim Deed shall be recorded with the Davidson County Register of Deeds.

Upon execution of this agreement, Wife shall be responsible for any and all indebtedness associated with the house, including all mortgages, home equity loans, property taxes, insurance expenses, including liability and fire insurance, all maintenance and upkeep expenses of the home as well as all other expenses of the home and shall indemnify Husband and hold him harmless of same.

Husband shall execute all necessary paperwork required to complete Wife's refinancing of the mortgage debts on the marital residence.

Wife shall have exclusive possession of the marital residence upon execution of execution of the Marital Dissolution Agreement by both parties.

3. PERSONAL PROPERTY

(a) Automobiles: Each of the parties agrees that they, individually, will retain the vehicles in their respective possession, which they are currently driving. Wife shall retain her automobile, a 2017 Kia Sportage. Wife shall be solely responsible for the indebtedness thereon and hold Husband harmless for same.

Husband shall retain his automobile, a 2019 Nissan Frontier, and motorcycle, a 2013 Harley Davidson FLHX103. Husband shall be solely responsible for the indebtedness thereon and hold Wife harmless for same.

Wife's Initials _____ Husband's Initials _____

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The parties own their respective vehicles as their individual property in their sole names. However, each party agrees to sign any and all required documents needed to transfer any interest in the other parties' vehicle necessary to obtain a clear title.

(b) Household Furnishings: The parties, heretofore, have divided their household furnishings to their mutual satisfaction and therefore, each party acknowledges the individual ownership interest held by the other respective party in the furnishings in their respective possession.

The parties further agree that Husband shall remove his personal possessions from the marital residence on or before March 15, 2024. Husband agrees to be solely responsible for all moving fees, all storage fees, any insurance and/or loss on the property. After this date, all remaining possessions left by Husband shall become Wife's property.

(c) Bank Accounts:

The parties have two (2) joint bank accounts with Bank of America ending in 2899 and 0901. The parties agree that Husband shall retain the balance as of the date of execution of this agreement by both parties in accounts ending in 2899 and 0901. Wife shall transfer all funds to Husband and close the accounts within ten (10) days of the date of the execution of the Marital Dissolution Agreement.

Each party shall retain the balance in their respective bank account(s) in their individual names.

(d) PETS

Wife shall retain her dog, Harley. Husband shall retain his dog, Baby.

4. DEBTS

Wife has debt to Rocket Mortgage, loan ending in 7848, which is secured by the

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marital residence described in Paragraph 3.

The parties shall retain their respective debt in their individual name and hold the other party harmless for the same.

Any additional debt incurred by either party shall be the responsibility of the party incurring the debt unless for expenses incurred pursuant to Paragraph 5 below.

5. NOTICE REGARDING CREDITORS

Pursuant to Tenn. Code. Ann. § 36-4-134(a), notice is hereby given 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 party's best interest to cancel, close or freeze any jointly held accounts.

6. MEDICAL INSURANCE.

The parties shall be responsible for their own medical insurance and expenses.

7. TAX RETURN AND ADVICE

The parties agree to file a joint income tax return for the 2023 tax year return. Any tax refund shall be equally split between the parties.

If in connection with any joint federal tax return filed by the parties during the marriage prior to tax year 2023, there is a refund due and owing, then the parties shall share any such refund on an equal basis. If in connection with any joint federal tax return filed by the parties during the marriage there is a deficiency assessment, the amounts ultimately determined to be due and owing shall be borne by the parties on a pro-rata basis, including any penalties and interest assessed; and each will indemnify and hold the other harmless for his or her pro-rata share of such deficiency.

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If the parties are audited for any joint returns filed during the marriage, the parties shall share the expenses associated with such audit, including expert and legal fees, on a pro-rata basis. However, if it is determined by the Internal Revenue Service (IRS) that a deficiency exists due to an act, error, or omission on the part of one of the parties, then the party deemed by the IRS to be responsible shall be solely responsible for said deficiency, any penalties and interest associated with said deficiency, and any costs and expenses incurred in connection with the IRS proceedings, including expert and legal fees, and that party shall indemnify and hold the other party harmless for same.

Further, the parties acknowledge that they have not received tax advice from Counsel preparing this Agreement, and the parties agree to seek other independent advice of a licensed tax professional regarding any tax consequences and/or other penalties associated with the property transfers incorporated into this Agreement.

8. ALIMONY

Neither party shall receive alimony.

9. RETIREMENT OR PENSION PLANS

The parties agree to relinquish any and all right, interest and title in the other party's retirement and/or pension plan and that each shall maintain complete and sole interest in their respective plan. This provision shall apply whether the retirement or pension is provided through their respective employer or whether the retirement or pension is maintained individually by either party.

10. REVOCATION OF BENEFICIARY

The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party as a beneficiary shall be hereby revoked.

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Such documents shall include, but not limited to, powers of attorney, beneficiary designations under life 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.

11. FUTURE ACQUIRED PROPERTY

It is understood and agreed between the parties that each of said parties may and subsequent to the date of this Agreement, and at all times thereafter, purchase, acquire, hold, own, posses, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring.

12. MARITAL RIGHTS

It is further understood and agreed between the parties that this Marital Dissolution Agreement is intended to be a full and final settlement of any and all rights of the respective party. Each party hereby waives and relinquishes to the other all other rights or claims, not mentioned herein, which each may have against the other including, but not limited to, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, insurance, descent and distribution, dower, curtsey or any other inheritance or marital right the party may have acquired by virtue of their marriage to the extent the interest is being pursued for their own self benefit.

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13. MUTUAL UNDERSTANDING

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the legal binding effect is acknowledged as being fully understood by each of the parties; and each party acknowledges that this Agreement is fair and equitable. The parties further acknowledge that the terms of this Agreement represent a full disclosure of any and all assets held by themselves, either jointly or individually held, with provisions being made for the same herein.

14. BANKRUPTCY

Whenever one party is required by the terms of this Agreement to assume responsibility for the paying of certain debts and/or indemnity and hold the other party harmless form any liability therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C. sec. 523(a)(5) & (15), which is non-dischargeable in bankruptcy as to the other party. The parties specifically intend to create a support debt that will be non-dischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. sec. 523 (a)(5) & (15). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is declared by the parties to be reasonable and necessary.

15. TORT CLAIMS

The parties both 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 arising out of the actions of either parties during the marriage.

16. BINDING EFFECT

Wife's Initials _____ Husband's Initials _____

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

17. 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 provision being severable.

18. AMENDMENTS

This Agreement, to the extent allowed by law, 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.

19. HEADINGS

The article/paragraph headings contained in this agreement are included for reference purposes only and shall not in any affect the meaning and/or interpretation of this agreement.

20. INDEMNIFICATION

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is responsible, either by contract or pursuant to terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees and costs.

21. COURT COSTS AND ATTORNEY FEES

The cost of this cause shall be taxed to Wife. The parties further agree that each party shall be responsible for their respective attorney's fees.

22. COMPLETE DISCLOSURE

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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 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. If it shall become known by either party that there are undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

By signing this document, each party indicates that he or she does not want to proceed with 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.

23. ADDITIONAL INSTRUMENTS

Husband and Wife agree to execute and deliver any and all instruments and do whatever is reasonably necessary or required in order to carry out the terms of this Agreement.

24. MAIDEN NAME

Wife will be restored her maiden name of Ginger Lynn. St. Charles upon the entry of the Final Decree of Divorce.

25. ENTIRE AGREEMENT

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

Wife's Initials _____ Husband's Initials _____

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26. GOVERNING LAW

This Agreement shall be interpreted and enforced according to the laws of the state of Tennessee.

27. ENFORCEMENT OF AGREEMENT

Husband and Wife agree that if it becomes reasonably necessary for Husband or Wife to institute or defend legal proceedings to enforce any of the provisions of this Agreement, the unsuccessful party of said proceedings shall pay the reasonable attorney's fees, court costs and litigation expenses, including discretionary costs, of the successful party of said proceedings.

IN WITNESS WHEREOF, the parties have affixed their signatures below and thereby caused this Agreement to be duly executed and enter into full force and effect.

Joel A. Huff — Date: 3/15/24

Ginger L. Huff — Date: 3/15/24

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Joel A. Huff, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes herein contained.

Wife's Initials _____ Husband's Initials _____

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Witness my hand and official seal at Franklin, Tennessee, this the 15th day of March, 2024.

NOTARY PUBLIC

JILL A. BIRGE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires: November 21, 2027

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ginger L. Huff, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and whom acknowledged that she executed the within instrument for the purposes herein contained.

Witness my hand and official seal at Franklin, Tennessee, this the 15th day of March, 2024.

NOTARY PUBLIC

JILL A. BIRGE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires: November 21, 2027

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Wife's Initials GLH Husband's Initials

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It is further **ORDERED** that this decree does not necessarily affect the ability of a creditor to proceed against him or her or his or her property, even though he or she is not responsible under the terms of the decree for an account, any debt associated with an account, or any debt and that it may be in his or her best interest to cancel, close or freeze any jointly held accounts.

It is further **ORDERED** M. Todd Sandahl, Esq. is hereby released, relieved, and dismissed as counsel of record for the Wife, Ginger L. Huff, in this cause, and is hereby released from any and all bonds filed in this cause.

It is further **ORDERED** that the legal name of Wife shall be Ginger Lynn St. Charles.

It is further **ORDERED** that each party shall pay his or her own attorney's fees.

It is further **ORDERED** that any outstanding costs of this cause shall be taxed to ~~Husband~~ Wife for which execution may issue, if necessary.

It is so Ordered.

Entered this the 30 day of April, 2024.

Phillip Robinson, Judge

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APPROVED FOR ENTRY:

/s/ *M. Todd Sandahl*
M. Todd Sandahl, #19167
234 First Avenue South
Franklin, TN 37064
(615) 794-3450
Fax: (615) 794-3510
tsandahl@mtslaw.com

Attorney for Plaintiff,
Ginger L. Huff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on the following counsel of record pursuant to TRCP Rule 5.02 in the manner of service indicated below:

☐ Hand	Joel A. Huff
■ Mail	213 Pebble Creek Circle
☐ Fax	Antioch, TN 37013
☐ FedEx	Joelhuff1@icloud.com
■ Email	Pro Se Defendant

This the 18th day of April, 2024.

/s/ *M. Todd Sandahl*
M. Todd Sandahl