STATE OF TENNESSEE

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Karen Johnson
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Fees: $62.00 Taxes: $0.00
Davidson County
DEEDDIV
12 pgs
20241113-0088385

JOE DARRON HILL
[Plaintiff(s)]

vs.

Docket No: *21D2060*

TERESA GAIL HILL
[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 October 24, 2023 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 November 13, 2024.

JOSEPH P. DAY
CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

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

JOE DARRON HILL,	)	
	)	
Plaintiff/Husband,	)	
	)	
Vs.	)	**Docket No.: 21D2060**
	)	
TERESA GAIL HILL	)	
	)	
Defendant/Wife.	)	

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 24th day of October, 2023 before the Honorable Stanley A. Kweller, Fourth Circuit Court Judge for Davidson County, Tennessee, upon Joe Darron Hill's Complaint for Divorce, upon the executed Marital Dissolution Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; and upon the entire record of this cause, from all of which the Court affirmatively finds that the allegations of Joe Darron Hill's Complaint for Divorce are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Joe Darron Hill to an absolute divorce; that the parties, by agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that the Marital Dissolution Agreement attached hereto should be approved; that Wife's current mailing address is 5336 Eulala Drive, Nashville, Tennessee 37211 and the Husband's current mailing address is 5336 Eulala Drive, Nashville, Tennessee 37211, and that the sixty (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, and each and every

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provision of said Agreement is hereby made a specific order and decree of this Court as if set out herein verbatim as follows:

[INTENTIONALLY LEFT BLANK]

It is further **ORDERED, ADJUDGED AND DECREED** that Joe Darron Hill shall be, and is hereby, awarded an absolute divorce from Teresa Gail Hill, that the parties shall be, and are hereby, restored to all of 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 R. Linley Richter, Jr. shall be relieved as attorney of record for Husband.

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

JOE DARRON HILL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 21D2060
	)	
TERESA GAIL HILL,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into by and between the parties, TERESA GAIL HILL, hereinafter called Wife, and JOE DARRON HILL, hereinafter called Husband, is subject to the following premise, terms, and conditions:

WITNESSETH

WHEREAS, the parties have been married since July 6, 1991, and there are no minor children born of this marriage; and

WHEREAS, irreconcilable differences have arisen between the parties rendering this marriage irrevocably broken;

WHEREAS, there is presently pending a Complaint for Absolute Divorce in the Circuit Court of Davidson County, Tennessee, styled Joe Darron Hill v. Teresa Gail Hill, and the parties have no expectations of resuming their marital relationship; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of this Court, to amicably settle their differences with respect to all property rights and obligations, 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.

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WHEREAS, the parties have entered into a written notarized Marital Dissolution Agreement providing for an equitable settlement of any property rights between the parties. As part of the Marital Dissolution Agreement, Husband waives further service of process and waives further filing an answer to the complaint.

NOW THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. GROUNDS: Husband shall proceed to trial on the grounds of irreconcilable differences and submit the Marital Dissolution Agreement herein for the consideration of the Court to be incorporated into the Final Decree. Each party shall be restored to all the rights and privileges of an unmarried person.

2. REAL PROPERTY: The real property is located at 5336 Eulala Drive, Nashville, Tennessee 37211, and is titled in Husband's name alone. The property shall hereby be vested into Wife and divested out of Husband. Wife shall receive full rights, title, and interest in and to the real property located at 5336 Eulala Drive, Nashville, Tennessee 37211, free and clear of any interest of Husband, and more specifically described below:

> Land in Davidson County, Tennessee, BEING Lot No. 165 on the Plan of Hickory Valley Subdivision, Section 1, of record in Book 4175, Page 75, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description thereof.
>
> Being the same property conveyed to Joe D. Hill, by deed from Frank Rench and wife, Bessie Rench, dated May 4, 1998, of record in Book 10912 Page 864-866, Register's Office for Davidson County, Tennessee.

The mortgage is held in Husband's name alone. Wife shall refinance the balance of the mortgage loan within six (6) months from entry of the Final Decree of Divorce and place the existing debt owed on the property in her name alone. Wife shall be solely responsible for all debts and liabilities associated with the property, including the mortgage held on the property, and she shall indemnify and hold Husband harmless therefrom. Husband shall vacate the marital residence and remove all of his personal property

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no later than seven (7) days after Wife closes on the refinance of the mortgage.

In the event Wife cannot refinance the mortgage, the house shall immediately be placed on the market for sale with a realtor and sold. Wife shall receive 100% of the equity in the marital residence, free and clear of any interest of Husband.

3. PERSONAL PROPERTY: Each party shall receive full rights, title and interest in and to the personal property owned prior to marriage and to any of their personal belongings, free and clear of any claim of the other. All marital personal property has been divided, and each party shall have full rights, title, and interest in and to the marital personal property, free and clear of any claim of the other.

4. TITLED PERSONAL PROPERTY: Husband shall receive all right, title, and interest in and to the 2016 GMC Yukon Sports Wagon, titled in Husband's name only, free and clear of Wife's interest. Husband shall indemnify and hold Wife harmless for any debt owed on the vehicle.

Wife shall receive all right, title and interest in and to the 2017 Jeep Compass Trailhawk, titled in Wife's name only, free and clear of Husband's interest. Wife shall indemnify and hold Husband harmless for any debt owed on the vehicle.

5. MARITAL DEBTS: There are no joint marital debts. Each party shall assume any debt in his or her own name, and indemnify and hold the other party harmless from the same.

Notice of Tenn. Code Ann. § 36-4-134. Notice that the decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property. Every final decree of divorce granted on any fault ground of divorce and every marital dissolution agreement shall contain a notice that the 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 degree for an account, any debt associated with an account or any debt. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

6. BANK AND FINANCIAL ACCOUNTS: There are no joint checking and savings accounts. Each

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party shall receive full rights, title, and interest to his or her own personal bank accounts.

7. RETIREMENT, STOCKS, AND PENSION FUND ACCOUNTS: Husband shall receive full rights, title, and interest to his 401K retirement plan and pension account, free and clear of any interest of Wife. Wife does not have a retirement account.

8. TAXES: The parties will file separate tax returns for the 2023 tax year. The parties acknowledge that they have not received any tax advice from an attorney, and that each party has been so advised prior to the signing of this Agreement, and each party understands that they may consult with their accountant or seek the advice of outside legal counsel regarding any tax consequences of this Agreement.

9. ATTORNEY FEES AND COURT COST: Each party shall pay their own respective attorney's fees. Husband shall pay the court costs of this action.

10. GENERAL PROVISIONS:

(A) Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnity and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support under 11 U.S.C. Section 523 (5) which is not dischargeable in bankruptcy as to the other party. The parties 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. Section 523 (5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

(B) In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 responsible party the amount of any payment he/she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

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(C) 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/she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings 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.

(E) 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 hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, statutory allowance, homestead rights, pension benefits, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or other fiduciary of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property that either of them may acquire in the future.

(F) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns upon the day of the signing of the Agreement by the parties.

(G) 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.

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

(I) In the event any provision of this Agreement shall be held invalid by a Court of competent

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jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

(J) 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.

(K) 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.

(L) The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred that indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

(M) The parties enter into this Agreement with due and proper consideration, fully understanding its terms and provisions.

(N) The parties acknowledge that as of the date of the execution of this Agreement, their permanent addresses are as follows:

Teresa Gail Hill 5336 Eulala Drive Nashville, TN 37211	Joe Darron Hill 5336 Eulala Drive Nashville, TN 37211

WITNESS my hand this 23 day of September, 2023.

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Teresa Gail Hill

TERESA GAIL HILL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, TERESA GAIL HILL, whom I am personally acquainted, and who acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes contained therein.

Sworn to and subscribed before me
on this 23rd day of Sept., 2023.

NOTARY PUBLIC My Commission Expires: 03/03/2025

HAJEEN MSALEH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires March 03, 2025

WITNESS my hand this 23 day of Sept., 2023.

JOE DARRON HILL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOE DARRON HILL, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes contained therein.

Sworn to and subscribed before me
on this 23rd day of Sep, 2023.

NOTARY PUBLIC My Commission Expires: 01/11/2026

DHARAM PAL GOYAL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 11, 2026

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It is further **ORDERED, ADJUDGED AND DECREED** that Brenda Rhoton Clark shall be relieved as attorney of record for Wife.

It is further **ORDERED, ADJUDGED AND DECREED** that the court costs shall be, and are hereby, taxed against Husband for which execution may issue, if necessary.

It is further **ORDERED, ADJUDGED AND DECREED** that execution may issue to enforce any of the provisions of this Decree.

IT IS SO ORDERED.

APPROVED FOR ENTRY:

October 24, 2023
DATE

JUDGE STANLEY A. KWELLER

s/ R. Linley Richter, Jr.
R. Linley Richter, Jr. (BPR# 15246)
Attorney for Plaintiff/Husband
1108 Battlewood Street, Suite A
Franklin, Tennessee 37069
Telephone (615) 656-7920
Facsimile (866) 545-3384
Email: linleyrichter@gmail.com

s/Brenda Rhoton Clark (by RLR w/Perm)
Brenda Rhoton Clark (BPR# 10588)
Attorney for Defendant/Wife
1224 2nd Avenue South, Suite 102
Nashville, Tennessee 37210
Telephone (615) 649.6841
Facsimile (615) 649-6841
Email: brenda@brendaclarklaw.com

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CERTIFICATE OF SERVICE

I, R. LINLEY RICHTER, JR., hereby certify that a true and exact copy of the foregoing *FINAL DECREE OF DIVORCE* has been mailed, emailed and/or served by Tybera on this to all parties and/or their attorneys in this case in accordance with Rule 5.02 of the Tennessee Rules of Civil Procedure on this the 24th day of October, 2023, to the following address:

Brenda Rhoton Clark
Attorney for Defendant/Wife
1224 2nd Avenue South, Suite 102
Nashville, Tennessee 37210
Telephone (615) 649.6841
Facsimile (615) 649-6841
Email: brenda@brendaclarklaw.com

s/ R. Linley Richter, Jr.
R. Linley Richter, Jr. (BPR# 15246)