Scarlett

LODGED 10/2/19

IN THE CIRCUIT COURT OF RUTHERFORD COUNTY, TENNESSEE
AT MURFREESBORO

Karen Johnson Davidson County
Batch# 1306314 DEEDDIV
08/06/2025 09:05:30 AM 15 pgs
Fees: $77.00 Taxes: $0.00
20250806-0062331

LINDA JACKSON-PORTER,

Plaintiff,

vs. **No. 76040**

MONTE PORTER, SR.,

Defendant.

FILED
OCT 09 2019
10:56 O'CLOCK A M
MELISSA HARRELL
DEPUTY CLERK

FINAL DECREE OF DIVORCE

This cause came before this Court upon the parties' Affidavits, before the Honorable Judge Darrell Scarlett, upon Complaint for Divorce filed on July 2, 2019, personal service of process on the Defendant having been waived, the parties' Marital Dissolution Agreement (signed by Plaintiff and Defendant on July 1, 2019), and the record taken as a whole, from all of which it appears to the Court and the Court finds that the parties have suffered irreconcilable differences as contemplated by T.C.A. § 36-4-101(11). The Court finds that the Marital Dissolution Agreement makes adequate and sufficient provisions for the division of marital property and debts and same is incorporated herein. The Court finds that the parties have two (2) minor children of this marriage and that the parties have entered into an Agreed Permanent Parenting Plan which provides for the support and care of the minor children and same is incorporated herein.

Statistical data required by Rule 12.07 is as follows:

Full name of Husband: Monte Porter, Sr.
Mailing Address of Husband: 203C Emily Street
Smyrna, TN 37167

Full name of Wife: Linda Jackson-Porter
Mailing Address of Wife: 1600 Maple Timber Court
Antioch, TN 37013

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. The Plaintiff, Linda Jackson-Porter, is awarded an absolute divorce from the Defendant, Monte Porter, Sr., and that the parties are restored to all of the rights and privileges of unmarried persons.

2. The Marital Dissolution Agreement executed by the parties is approved by the Court and fully incorporated herein.

3. The Agreed Permanent Parenting Plan executed by the parties is approved by the Court and fully incorporated herein.

4. That the Plaintiff shall be responsible for all remaining court costs, for which execution may issue, if necessary.

5. That the attorney/client relationship between Linda Jackson-Porter and Melanie S. Lepp, Esq. shall be severed upon entry of this Final Decree of Divorce.

6. This Order adjudicates all issues in the matter and is a final judgment. All motions or claims for relief not addressed in this Order or any prior orders of the Court are hereby denied.

This the 9 day of October, 2019.

Judge Darrell Scarlett

State of Tennessee, Rutherford County
The undersigned, Circuit Court Clerk of the said County and State, hereby certifies that the foregoing is a correct copy of the instrument filed in the foregoing case in the Circuit Court of Murfreesboro, Tennessee.
This 9th day of October 2019
MELISSA HARRELL
Deputy Clerk

Approved for Entry:

Melanie S. Lepp, Esq., #017774
Attorney for Plaintiff
201 West Main Street, Ste. 204
Murfreesboro, TN 37130
(615) 893-5538

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above Final Decree of Divorce was served, via U.S. Mail, postage prepaid, upon Monte Porter, Sr. at his last known address of 203C Emily Street, Smyrna, TN 387167, on this, the 2nd day of October, 2019.

Melanie S. Lepp, Esq.

IN THE CIRCUIT COURT OF RUTHERFORD COUNTY, TENNESSEE
AT MURFREESBORO

LINDA JACKSON-PORTER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
MONTE PORTER, SR.,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between the parties, Linda Jackson-Porter, hereinafter referred to as "Wife", and Monte Porter, Sr., hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Wife's Complaint and upon approval of the Court to be incorporated into the Final Decree;

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

WHEREAS, there is presently pending and/or a complaint for absolute divorce will be filed in the Circuit Court of Rutherford County, Tennessee;

WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, said parties intend and it is the purpose of this Agreement to provide for a just and equitable distribution of the parties' assets;

WHEREAS, it is the decision of the parties to amicably settle their differences with respect to all property rights and obligation, divide responsibility for all current indebtedness incurred during the marriage; as well as their rights and obligations of support, custody and

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visitation of their minor children;

WHEREAS, the parties have made full and complete disclosure to the other of all separate and marital property as well as debts and the fair value of each;

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this Agreement;

WHEREAS, the parties have made full and complete disclosure to the other of all separate and marital property as well as debts and the fair value of each;

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this Agreement; and

WHEREAS, it is understood that each party by signing this Agreement, makes a general appearance before the Circuit Court of Rutherford County, Tennessee, so that it will not be necessary to obtain service of process over the parties in this cause, for the purpose of granting said parties a divorce upon the grounds of irreconcilable differences.

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

1. **Divorce:** It is agreed by and between the parties that Husband shall agree to grant Wife an absolute divorce on the ground of Irreconcilable Differences.

2. **No Interference**: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he/she were single and unmarried. Neither party shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him/her.

3. **Minor Children:** There are two (2) minor children born during this marriage: Javonte Porter, DOB June 25, 2003, and Keyonte Porter, DOB July 6, 2005. Child custody and visitation will be enforced according to the attached Parenting Plan.

Each parent shall be responsible for the care, supervision and guidance of the minor children during their set visitation times. Both Husband and Wife shall have the right to reasonably consult with school officials concerning the minor children's welfare, education status and progress, including access to the children's school records. Both Husband and Wife shall have communication with the minor children by telephone for reasonable amounts of time during visitation and shall not be interfered with by the other parent. Both parties will keep the other informed of his or her address at all times, and when the children are with one party, that party shall keep the other informed of the address and telephone number of the minor children.

Support provisions for the minor children are specifically set forth in the Parenting Plan adopted and signed by both parties and filed with the Court simultaneously with this Agreement. The parties are in agreement that it is in the best interest of the minor children that the Court approve the Parenting Plan which has been submitted and agreed upon by the parties.

4. **Alimony**: Wife shall make no claim for alimony whether in the form of periodic alimony, rehabilitative alimony, or alimony *in solido*. Husband shall make no claim for alimony whether in the form of periodic alimony, rehabilitative alimony, or alimony *in solido*.

5. **Real Property**: The Wife shall retain sole and exclusive ownership and possession of the real property known as 1600 Maple Timber Court, Antioch, Tennessee, free and clear of any claim by Husband. Wife shall be responsible for and pay the indebtedness owed on said property and shall hold Husband harmless therefrom. Husband shall execute a quit Claim Deed upon presentment of same.

6. **Vehicles**: The parties agree that Wife shall retain as her sole property her 1978 Buick Electra 225, 2004 Chevrolet Tahoe, 2000 Chevrolet Suburban, 2003 Chevrolet Impala and 2006 Nissan Maxima vehicles, free and clear of any claim by Husband. Wife shall be and is hereby solely responsible for any debt or liability associated with these vehicles as of the date of execution of this Agreement and shall indemnify and hold Husband harmless therefor. Husband agrees to sign any documents necessary to transfer title of the 1978 Buick Electra 225 to Wife.

7. **Personal Property:** Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of Husband and said right, title and interest shall be vested in Husband solely. Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in possession of Wife and said right, title and interest shall be vested in Wife solely.

8. **Debts**: Each party agrees to be responsible for any indebtedness incurred in his/her own name and any indebtedness incurred subsequent to the date of their separation, unless set out otherwise herein, and each party agrees to hold the other party harmless, indemnify and defend from same. Additionally, the parties agree that neither

of them shall contract any indebtedness on the credit of the other from and after the date of execution of this agreement or their separation.

9. **Bank Accounts:** The parties agree that all funds on deposit in any and all checking and savings accounts, maintained in the individual name of each party, shall be and are hereby made the sole and separate property of the party in whose name the account is maintained, free and clear of any claim by the other party.

10. **Investment and Retirement Accounts:** The parties further agree that all funds on deposit in any and all retirement and/or pension plans, including IRA accounts maintained individually or through their respective employers, shall be and are hereby made the sole and separate property of the party in whose name each account or plan is maintained, free and clear from any claim by the other party.

11. **Health Insurance**: Each party shall be responsible for their respective health insurance upon entry of the Final Decree.

12. **Life Insurance**: Each party shall be and is hereby awarded any and all life insurance policies, if any, listed in his or her name. All right, title and interest of either party to any life insurance policy awarded to the other party by the terms of this agreement shall be and is hereby divested out of that party and vested absolutely in the other party.

13. **Name Change**: Wife shall retain her married name.

14. **Taxes:** Each party to this agreement will be responsible for his or her own tax consequences brought about by the division of any property pursuant to this agreement.

The parties agree that they shall each file their own return for the tax year of 2019.

The parties agree that they shall each file their own return for the tax year of 2019. Each party shall be entitled to receive the full tax refund for said tax year, free from any claims of the other or in the alternative, should there be any tax liability owing for said year, each party shall be personally and individually responsible for said tax liability and each shall hold the other harmless for any liability related thereto.

15. **No Tax Advice**: Wife acknowledges that she is not relying upon any tax advice from her attorney and that said attorney has expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Both parties have been advised to seek tax counseling regarding the consequences of this Agreement, if any, from their own accountant or tax attorney, and each of the parties acknowledge that they have had an opportunity to do so.

16. **Attorney Fees and Court Costs**: Wife agrees to pay her own attorney's fees and court costs. Husband agrees to pay his own attorney's fees.

17. **Fairness of Agreement**: The parties acknowledge that the provisions of this Agreement are fair, adequate, and satisfactory to them.

18. **Voluntary Acceptance**: The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property; and that they have signed this instrument freely and voluntarily and without duress or coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for an equitable distribution of the parties' assets, debts, and personal property.

19. **Contract**: This Agreement between the parties is a legal and binding contract. Neither party will refute the terms of this contract and the parties agree that this

contract will be made a part of the Final Decree. If either party attempts to set aside this contract or refuses to allow this contract to be made a part of the Final Decree then the party so refusing to allow the Irreconcilable Differences Divorce to be approved by the Court hereby stipulates that the divorce may be granted to the other party on the stipulated grounds of inappropriate marital conduct pursuant to T.C.A. 36-4-129. The party contesting this Agreement shall be responsible for the other parties' attorney's fees in upholding this Agreement.

20. **Breach By A Party**: 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 for and liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) which is not dischargeable in bankruptcy to the other 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 the amount of any payment he/she makes, including interest, and any expenses, including, but not limited to, attorney's fees and court costs which are incurred in defending the creditor's claim.

The parties understand and agree that the Final Decree of Divorce entered in this matter 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 any account, any debt associated with an account or any debt. The

parties understand that it may be in their best interest to cancel, close or freeze any jointly held accounts.

21. **Enforcement**: 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.

Furthermore, in the event that either party must petition the Court for enforcement of any of the provisions within this Agreement, such party which is at fault shall be responsible for reasonable attorney's fees, expenses and court costs in the enforcement of same.

22. **Entire Contract**: This Agreement contains the entire contract between the parties. There are no representations, warranties or promises other than those which are expressly set forth herein.

23. **Incorporation into Final Decree:** It is understood and agreed by the parties that this Agreement shall be introduced in the pending proceedings and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

24. **Revocation of Beneficiary**: 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 include, but are not 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 partes 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 beneficiary.

25. **Full Disclosure**: The parties acknowledge that 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. Should it develop that there were 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.

26. **Effectiveness:** This Agreement shall be governed by the laws of the State of Tennessee and becomes effective as to both parties upon signing.

27. **Legal Representation**: The Wife is being represented in this action by Melanie S. Lepp, Esq. and Husband is not represented and has been so advised that it may be in his best interest to seek legal advice.

28. **Modification or Waiver**: No modification or waiver of the terms hereof shall be valid unless in writing and signed by both parties. No waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature and this provision cannot be waived by oral agreement.

29. **Enforcement by Motion**: The parties acknowledge that the signing of this Agreement shall confer on either party the right to compel enforcement of this Agreement by Motion to the Court.

30. **Discovery:** 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 and debts. The parties further release Wife's attorney of record from any obligation to complete the discovery process.

Linda Jackson-Porter

STATE OF TENNESSEE)
SS:
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned Notary Public, Linda Jackson-Porter, with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of her knowledge, information and belief.

This, the 1st day of July, 2019.

Notary Public
My Commission Expires:
12/18/2021

Monte Porter, Sr.

STATE OF TENNESSEE)

SS:

COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned Notary Public, Monte Porter, Sr., with whom I am personally acquainted, and made oath that the statements contained in the foregoing Marital Dissolution Agreement are true to the best of his knowledge, information and belief.

This, the 1st day of July, 2019.

Notary Public
My Commission Expires:
12/18/2021

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Tennessee Certification of Electronic Document

I, Lucas Fancher, 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 **7/2/2019** (date of document).

Affiant Signature

8/4/2025
Date

State of Texas

County of Collin

Sworn to and subscribed before me this **4th** day of **August**, 2**025**.

Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL

IRMA COVARRUBIO
Notary Public, State of Texas
Comm. Expires 01-25-2028
Notary ID 128866780