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FILED 05/30/24 09:57 AM CASE NO. 22D698 Joseph P. Day, Clerk

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

PHILIP M. WILSON, Plaintiff/Husband,	)	
v.	)	Case No. 22D698
CATHY M. BROWN, Defendant/Wife.	)	

Karen Johnson Davidson County
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FINAL DECREE OF DIVORCE

This cause came to be heard on the 28th day of May, 2024, before the Honorable Phillip Robinson, by interchange, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the Wife's Answer and Counter-Complaint for Absolute Divorce, filed on the 21st day of June 2022, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the Wife, CATHY M. BROWN, should be and is hereby granted an absolute divorce from the Husband, PHILIP M. WILSON, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in their entirety as Orders of this Court, and more particularly set out as follows, to wit:

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

PHILIP M. WILSON,	)	
	)	
Plaintiff/Husband,	)	
	)	
v.	)	Case No. 22D698
	)	
CATHY M. BROWN,	)	
	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, CATHY M. BROWN, (hereinafter referred to as the "Wife") and PHILIP M. WILSON, (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, it is understood that the Husband filed suit for absolute divorce upon the grounds of irreconcilable differences; and Wife filed a counter-complaint for absolute divorce in the Fourth Circuit for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be submitted to the Court for approval as the Agreement of the parties that Wife shall awarded an absolute divorce based on Wife's counter-complaint. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Fourth Circuit for Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce based upon the grounds of irreconcilable differences; and

WHEREAS, the parties own real property and some items of personal property;

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Husband

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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 based upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 2011 Subaru Outback, VIN [redacted] titled solely in Wife's 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 he shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the 2004 Dodge Caravan; 1992 Buick LeSabre; 2005 Volvo S40; and 2018 Acura RDX titled solely in Husband's name. Any interest of the Wife in the vehicles is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicles 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.

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b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property all personal belongings and effects now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. The parties acknowledge that they have no joint bank accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank 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 the bank account in the name of the other.

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 they own a residence and real property located at 832 Belton Drive, Davidson County, Tennessee 37205, and more particularly described below. Said real property is currently titled solely in Husband's name. It is agreed that the property shall be sold; and that Husband shall list the property within six (6) months of the entry of the final decree of divorce. Wife shall maintain exclusive possession of the marital residence until the home is sold; however, Husband may stay in the home while the sale is pending when Husband is in town. Upon the sale of said property, Husband shall receive the first $140,000.00 from the proceeds; Wife shall then receive thirty-five percent (35%) of the remaining proceeds once the

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$140,000.00 is paid to Husband; following this disbursement to Wife, any and all remaining proceeds shall then be awarded to Husband. In the event that Husband does not list the property for sale within thirty (30) days of signing this agreement, Wife may file a motion to compel the property be sold through Court-ordered auction. Wife will have exclusive possession of the property and must keep it in a showable condition. The parties will continue to maintain the status quo regarding the marital bills.

The aforesaid property located at 832 Belton Drive, Davidson County, Tennessee 37205, is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 337 on the Plan of Brookmeade Subdivision, Section 9, of record in Book 2331, pages 34 and 35, Register's Office for Davidson County, Tennessee, to which plan reference is hereby for a more complete description.
>
> Being the same property conveyed to ERIC LEE WALLACE and wife KERRI S. WALLACE by deed from M. AMANDA MARSHALL and LISA C. DAVIS, both unmarried, of record as Instrument No. 20020228-0025367, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to PHILIP M. WILSON by Warranty deed dated April 26, 2004, from ERIC LEE WALLACE and KERRI S. WALLACE, husband and wife, recorded on April 27, 2004 in Book 2331, pages 34 and 35, in the Register's Office for Davidson County, Tennessee.

In the event that the home is not sold within six (6) months from the date of listing, then either party may motion the court to auction the property.

V. <u>RETIREMENT PLANS</u>.

The parties acknowledge that the Wife has acquired an interest in an IRA account, Fidelity investment account through BCBS, and an HCA 401K account. It is agreed that Wife shall receive all the funds in said IRA account, Fidelity investment account through BCBS, and the HCA 401K account as her sole and separate property, free and clear of any interest of the Husband.

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The parties further acknowledge that Husband has not acquired an interest in any retirement/401K/pension accounts.

VI. MARITAL DEBTS.

The parties acknowledge that they have no joint debts.

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

The parties acknowledge that this 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 decree for an account, any debt associated with an account, or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts. Tennessee Code Annotated § 36-4-134.

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.

VIII. 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.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2022. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

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The parties agree that each shall file a separate income tax return for the 2023 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2023 tax year.

X. ATTORNEY FEES AND REPRESENTATION.

It is agreed by and between the parties that they shall each be responsible for their attorney fees in this matter. Wife is represented by Lewis A. Williams of Flexer Law PLLC. Husband is not represented at this time and has chosen to proceed in this matter *pro se*.

XI. COURT COSTS.

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

XII. 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.

XIII. 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.

XIV. 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 of

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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.

XV. 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.

XVI. 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.

XVII. 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.

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XVIII. 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. 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.

XIX. 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.

XX. 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.

XXI. 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 nondischargeable 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.

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XXII. 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.

XXIII. 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.

XXV. RIGHT OF DISCOVERY PRIOR TO SETTLEMENT

It is agreed by and between the parties that they have settled this matter without conducting any discovery, and that account values and property values may have changed without the attorneys' knowledge. The parties further consent to the settlement based on what they believe to be the current worth of all marital and personal property rather than values determined through independent and updated discovery. The parties waive the right to discovery at this time; however, said waiver does not constitute a waiver of future discovery in the event of a breach of this agreement.

XXVI. 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 shall include, but not be limited to, powers of

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attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the interest of the parties to this agreement that neither of them 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 hereinafter executed designating the other as a beneficiary.

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WITNESS OUR HANDS, this 24th day of April, 2024 as to the Wife, and this 8th day of May, 2024 as to the Husband.

CATHY M. BROWN

PHILIP M. WILSON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, CATHY M. BROWN, 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 24th day of April, 2024.

JACLYN BATT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 7-16-2026

NOTARY PUBLIC My Commission expires: 7/16/26

STATE OF KENTUCKY)
)
COUNTY OF Jefferson)

Personally appeared before me, PHILIP M. WILSON, 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 8th day of May, 2024.

OFFICIAL SEAL
ZOE R. MANRING
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires July 24, 2027
Commission # KYNP76206

NOTARY PUBLIC My Commission expires: 7/24/2027

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It is, further, **ORDERED, ADJUDGED, and DECREED** that Lewis A. Williams and Flexer Law PLLC are hereby relieved of any further responsibilities relative to the representation of the Wife in this cause.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the costs of this cause should be and are hereby taxed to the parties equally, for which execution may issue.

The addresses of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
Cathy M. Brown	Philip M. Wilson
832 Belton Drive	1615 Dundee Way
Nashville, TN 37205	Louisville, KY 40205

IT IS SO ORDERED.

ENTERED THIS THE 30 DAY OF May, 2024.

JUDGE PHILLIP ROBINSON, sitting by interchange

SUBMITTED FOR ENTRY:

FLEXER LAW PLLC,

/s/ Lewis A. Williams
Lewis A. Williams (BPR No. 024801)
Attorney for Defendant/Wife
1900 Church Street, Suite 400
Nashville, TN 37203
(615) 255-2893
Fax: (615) 242-8849
lewis@flexerlaw.com

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served on the following by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy by U. S. Mail:

Philip M. Wilson
1615 Dundee Way
Louisville, KY 40205

This the 24th day of May, 2024.

/s/ Lewis A. Williams
Lewis A. Williams

STATE OF TENNESSEE

****

PHILIP M. WILSON
[Plaintiff(s)]

vs.

Docket No: *22D698*

CATHY M. BROWN
[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 document heretofore entered in the above styled case on May 30, 2024 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 February 28, 2025.

JOSEPH P. DAY
CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk