OWEN LAW FIRM
James R. Owen, Attorney
www.jamesrowenlaw.com
(865) 440-6345

8303 Heiskell Road
Powell, TN 37849
865-440-6345

INSTRUCTIONS

THE MOST COMMON REASON FOR DELAY IS INCOMPLETE FORMS.

Ways to return the questionnaire:

(1) Mail to the following address:
James R. Owen, Attorney
Attention: Divorce
8303 Heiskell Road
Powell, TN 37849
(2) Email: jody@knoxdwi.com
(3) Fax: 865-622-5250

Please include the following information:

- Completed questionnaire.
- Please provide all information requested in the packet.
- Please include all vehicles, even if they were purchased before the marriage.
- Please include all debt, including credit cards, loans, etc.
- Child Support Questionnaire (only required if you have children).
- Signed Engagement Agreement.

Submission of these forms does not automatically indicate representation. An attorney will review all forms, and if your case is accepted, you will be contacted to make payment and finalize representation.

The attorney's fee for a non-contested divorce without children is $1,000.00
The attorney's fee for a non-contested divorce with children is $1,500.00.

The filing and court fees are separate. Filing fees for Knox County 4th Circuit Court are as follows:

A non-contested divorce without children costs $296.75
A non-contested divorce with children costs $371.75

**** If you pay with a credit/debit card, you will be charged a 3% fee****

Thank you!

OWEN LAW FIRM
JAMES R. OWEN, ATTORNEY AT LAW

8303 Heiskell Road
Powell, Tennessee 37849
Phone: 865-440-6345
www.cheapdivorceknoxville.com
jody@knoxdwi.com

Dear Prospective Client:

Please find enclosed the engagement agreement, the agreed divorce questionnaire, the child support worksheet, and the parenting plan.

Overview

An agreed divorce is just that: a divorce in which all issues and/or items are agreed upon by both parties. ***No agreed divorce is possible if only one of the parties wants a divorce, if there is a conflict with respect to issues of property or children or if the current whereabouts of only the husband or wife are known.*** Our office will only represent the husband or wife, *not both*, unless our office specifically agrees otherwise. Also, please note that the Courts will not usually grant a divorce when the wife is pregnant in her last trimester. An uncontested, agreed divorce based on irreconcilable differences with children can be finalized ninety (90) days from the date of filing of the divorce Complaint, depending on Court date availability.

Fee

Representation does not begin until the engagement agreement is signed by both the client and Mr. Owen, and the fee has been received or payment arrangements have been approved by Mr. Owen. The attorney's fee is $1,500.00 for an agreed divorce involving children. Please note that once we begin your paperwork, our fee is nonrefundable, whether or not you proceed with the divorce. Any changes will incur an additional fee of at least $100.00 per change. This fee has been calculated based on the preparation of standardized forms, including a Complaint, Answer, Affidavit, Marital Dissolution Agreement, Parenting Plan, and Final Order, and one appearance before the court. ***Any special circumstance, requirement, or provision by a client that alters or adds to the expected performance of this office or its legal staff will entitle our office to terminate representation or charge an hourly fee of $350 per hour in addition to the flat fee above, at our discretion.*** (Some examples of such changes are: failure to appear for a court hearing, failure to disclose required information, unexpected pregnancy, reconciliation and/or dismissal of the divorce, etc.)

Costs

The court filing fee is $371.75 for an agreed divorce involving children, and this usually covers most, if not all, of the court costs. You should note that you are responsible for any additional court costs that may be incurred.

Procedure

Once our office receives all the completed materials and fees from you, we will draft the legal documents mentioned above for the divorce. Once the documents are completed, you will need to come to our office to review and sign them. Your spouse will also need to sign the documents and have them notarized. We offer this service, but it is not mandatory that your spouse sign in our office. Once our office receives the legal documents signed and notarized by both the husband and wife, our office will file them with the Court, usually within 48 hours. The Court Filing fee is due when the papers are received by our office. *Note: You can expedite the filing of your divorce by ensuring that your questionnaire is complete and your divorce papers are signed in a timely manner. Most delays are due to the length of time that it takes for a client to return the documentation or because, once returned, the documentation is incomplete.*

Once the documents are filed, both parties (husband and wife) are required to attend parenting classes approved by the court. ***Your court date will not be set until you have successfully completed a pre-approved Fourth Circuit parenting class.*** Please note that failing to complete parenting classes within the 90-day period is also a breach of our representation agreement and will terminate our representation of you.

Engagement Letter

Read the engagement letter carefully, as it spells out your rights, obligations, and agreement with our office. You need to sign the engagement letter and send it back to our office with your other completed materials. You will receive a copy of the engagement letter when you come into our office to sign your paperwork.

Agreed Divorce Questionnaire

You need to fill out the questionnaire completely and correctly because this is the information that will be used to prepare the legal documents for your divorce. For your agreement, write out exactly who gets what. The Court will enter an Order that states that the parties fairly and equitably divided up their marital estate.

Assets – Please note that the assets obtained during your marriage are usually "marital property" under the law. This may be true even if your name is the only name on the title. Until the court finalizes your divorce, any property owned by you or your spouse remains marital property. Therefore, even though our divorce packets contain general asset transfer language, it is important that all property that is titled (cars, trailers, homes, etc.) be listed specifically in the questionnaire.

Debts - Please remember that this is an agreement between you and your spouse and is not legally binding on your creditors. *If both spouses are listed on the debt (for example, credit cards, automobiles, houses, etc.), both of you will still be liable to the creditor regardless of your divorce agreement.* If the spouse responsible for the debt stops paying it, the other spouse has the right to seek to enforce the divorce agreement against the other spouse but the creditor may seek to enforce the debt against either party.

Parenting Plan

If you have children from this marriage, then you must fill out the Parenting Plan accurately and completely. The Parenting Plan covers all the main issues regarding any children once the divorce is finalized. ***Please note that child support is statutory and cannot be negotiated by the parents.*** Unless the parents can show equality of time spent with the children and equality of income or other monies to the children, the Court will defer to the basic child support obligation in the statutes. The more equality between the parents' living situation, the more inclined the Court will be to allow a downward departure from the basic child support obligation. The new child support guidelines mandate that parties complete a calculation form and attach it to the Parenting Plan. The calculated amount from the form requires child support to be paid by one parent to the other parent. Because of the complexity of this form, our office will fill it out for you using information you supply on the enclosed Child Support Worksheet.

You must advise Mr. Owen if you or your spouse have ever been subject to any child support or child custody court order. Note that failure to disclose that you or your spouse have been subject to a court order for child support or child custody is also a breach of our representation agreement and will terminate our representation of you and may subject you to civil and/or criminal penalties.

Parenting Classes

Both Parents ***must*** attend parenting classes before the divorce can be finalized. If one party does not complete the parenting classes, the Court will order the non-attending parent to complete the parenting classes within a certain time period. ***If the non-attending parent does not follow the Court's order, that parent will be held in contempt and could face jail time.***

For information regarding acceptable parenting classes for Knox County Fourth Circuit Court, please contact the Clerk's office at 865-215-2404 or visit the webpage: https://www.knoxcounty.org/fourthcircuitcourt/pdfs/PES_classes_handout.pdf

Health Insurance

If you have health insurance that covers your spouse or your spouse has health insurance that covers you, you or your spouse may be entitled to COBRA coverage. ***You have 60 days from the date that your divorce is granted to notify the health insurance carrier to obtain COBRA coverage, or the entitlement is lost.*** COBRA coverage usually requires that the person covered pay the monthly premium cost.

Thank you for your business. We look forward to working with you during this difficult transitional period in your life.

Sincerely Yours,
James R. Owen- Attorney at Law

OWEN LAW FIRM
JAMES R. OWEN, ATTORNEY AT LAW

8303 HEISKELL ROAD
Powell, Tennessee 37849
www.cheapdivorceknoxville.com

Contact Number: (865) 440-6345 or Email: jody@knoxdwi.com

Engagement Agreement

Representation does not begin until the engagement agreement is signed by both the client and Mr. Owen and the fee has been received.

Scope of Representation

Our office will represent you in an uncontested divorce. Representation includes preparation and filing the following documents as part of our fee: a Complaint for Divorce, an Answer, a Defendant's Affidavit, a Marital Dissolution Agreement, a Parenting Plan and Child Support Worksheet (if applicable), and a Final Judgment of Divorce. Our representation in court is limited to one appearance before the Fourth Circuit Court in order to finalize the divorce.

Our work will **not include** the preparation of quitclaim or other property transfer documents, powers of attorney, or any other documents other than those specified above; any other appearances in court other than that specified above; any appearances, documents or pleadings required due to pregnancy; any representation of a contested matter no matter how insignificant the disagreement; any appeals; or any other litigation or any other representation.

Fee Agreement

The attorney fee for an uncontested divorce *without* minor children consists of a one-time, non-refundable fee for our services of $1,000.00. The attorney fee for an uncontested divorce with minor children consists of a one-time, non-refundable fee for our services of $1,500.00. Any changes after the initial documents are prepared will require a minimum additional fee of $100.00 per change, and if you decide not to complete the divorce, in addition to forfeiting the non-refundable fee, there will be an additional $100.00 charge to prepare and file an Order of Dismissal on your behalf.

[____] **By initialing here I agree that I have been advised that, and agree unconditionally that, once Mr. Owen accepts representation, because the preliminary information gathering and document preparation phase of my representation comprises the overwhelming majority of the services to be rendered, his fee is nonrefundable whether or not: (a) I chose to complete the divorce, (b) Mr. Owen terminates representation for cause or (c) I chose to terminate the action or Mr. Owen's representation for any reason.**

The above fee does not include any out-of-pocket costs. You understand that you are solely responsible for all costs and expenses in the matter, including, but not limited to, the court filing fee of $371.75 for a "with kids" divorce and the court filing fee of $296.75 for a "no kids" uncontested divorce and any other court costs. Usually, the cost payment will cover all court costs; however, *you should note that you are responsible for any remaining court costs that are incurred above and beyond the initial court cost.* The court filing fee is due before the documents are filed with the Court and is refundable unless the case has been filed with the court. You are also responsible for the cost of parenting classes (if applicable).

Course of the Matter

Generally, matters of this type have several stages consisting of the client filling out the agreed divorce questionnaire, our office preparing and filing the legal documents once the questionnaire is received complete, clients attend required parenting classes (if applicable), and a lawyer from our office represents you in court to finalize the agreed divorce. ***By law, agreed divorce actions not involving children require, by statute, at least a sixty (60) day waiting period from the filing date and agreed divorce actions involving children require at least a waiting period of ninety (90) days from the filing date.*** You should note that these estimated time frames depend upon factors not always within our office's control such as the Court's docket, delays in receiving completed and correct information from the client, and any delays in the successful completion of parenting classes by both the husband and wife (if applicable). *Also, please note that the court has the sole right to determine its schedule and may reschedule your court date at any time should their calendar require it.*

Property Transfers

Our representation does not include the drafting of legal documents necessary to transfer personal or real property between the parties. Persons with property requiring the preparation of a warranty deed, quitclaim or transfer of title agreement will need to consult with an attorney who practices in the area of property transfers.

No Joint Representation

In this representation, we must and will represent only one of the parties. If both parties wish to be represented by counsel, you will have to seek and retain other attorneys.

Your Rights

We want you to be well-informed about your legal matter. Therefore, we will send you copies of all correspondence, pleadings, document drafts, etc., that we send and receive. Because we have other clients and other matters, we cannot always be available when you call but our office policy is to try to answer all telephone calls on the same day.

If at any time you become dissatisfied with our handling of this matter, you should not hesitate to inform our office immediately so we can discuss and resolve the problem. It is essential to your representation that we maintain a good relationship throughout your matter.

Your Responsibilities

First, and foremost, being able to contact a client is essential to effective and efficient representation. So that we may maintain continuous contact with you throughout the representation, please notify us *immediately* if there are any changes in your address or telephone number. ***Failure to update contact information is the number one reason for excessive delays in finalizing a divorce and termination of representation.***

To achieve the best possible representation, you will need to cooperate with us fully and provide us with all the information we need to assist you. You will need to provide us with the following specific information and documents: a completed questionnaire and a signed engagement agreement. Also, if minor children are involved you will need to complete and/or forward to us: a completed parenting plan, your most recent pay check stub from both parties, any receipts for child care or health insurance, and a certificate of attendance from a Fourth Circuit court approved parenting class.

You also understand and acknowledge that it is expected that you honor this agreement as outlined above and that your failure to do so could lead to legal action to enforce payment and/or

our withdrawal from your case. ***If legal action is necessary to enforce any part of this agreement, you acknowledge that you are fully responsible for all resulting court costs and for reasonable attorney's fees.***

Termination of Agreement

You may terminate our representation at any time. We may terminate this representation only as permitted or required by this agreement, the law and/or regulations, and/or as the Code of Professional Conduct requires or permits.

[ ] By initialing here, I acknowledge, and unconditionally agree, that James R. Owen's representation is strictly conditioned upon my divorce being an uncontested, agreed-upon matter between the parties. Mr. Owen may withdraw from representation if I and/or my spouse have a disagreement about any material term or provision involved in the divorce and/or the matter becomes contested in any material way. I understand that the inability to contact the other party to reasonably obtain consent, signatures, or attendance at hearings constitutes a contested matter for purposes of this agreement.

[ ] By initialing here, I acknowledge and unconditionally agree that James R. Owen may withdraw from representation for any material failure to cooperate on my part. This includes, but is not limited to, failing to provide required information or providing false information, failing to provide updated contact information when I move or change telephone numbers, failure to respond to communications from his office, failure to attend and complete parenting classes within the 90 day period if required, filing other legal actions without consultation or notice to his office, making contacts with other parties or the court without his knowledge, and/or failure to abide by fee payment agreements.

[ ] By initialing here I acknowledge that I am under a continuing legal obligation to report to James Owen and the court if I or my spouse becomes pregnant at any time after Mr. Owen accepts representation and I further acknowledge, and unconditionally agree, that because a pregnancy will result in the necessity of amending most if not all filings and pleadings; filing additional documents; as well as possibly requiring additional court appearances for which I have not paid for or agreed to, James R. Owen may withdraw from representation should I or my spouse become pregnant at any time before or during the pendency of the divorce proceedings.

If the above terms are acceptable, please sign this engagement agreement. Mr. Owen accepts cash payments of fees. However, if you pay the fees by check, money order, or cashier's check, please make it payable to "James R. Owen" in the amount of $1,000.00 for agreed divorces with no children, or $1,500.00 with children. The Court Filing fee is due when we receive your notarized, signed documents. Mr. Owen does accept cash for payment of court fees. Make your money order or check payable to "Knox County Fourth Circuit Court" instead. **DO NOT MAKE OUT THE PAYMENT OF COURT FEES TO MR. OWEN.**

Our work will begin when this engagement agreement has been signed by both the client and the attorney and the full attorney's fee has been paid by the client. Our office looks forward to working with you.

Client Signature:_____ Date:_____

OWEN LAW FIRM
James R. Owen, Attorney
www.jamesrowenlaw.com
(865) 440-6345

8303 Heiskell Road
Powell, TN 37849
865-440-6345

AGREED DIVORCE QUESTIONNAIRE

We are Representing? _____ (please list name)

Wife's Information/Party One

Name: _____

(No Nicknames, please include middle name)

Do you wish to return to using your Maiden Name? _____ Full Maiden Name: _____

Phone Number:_____ Email address: _____

Street address: _____

City, State, and Zip: _____

County: _____ Lived in than county 6 months or longer? ____Yes ___ No

Birthplace (City, State): _____

Date of Birth: _____

Race: _____

No. of Previous Marriages: _____ How ended: divorce/deceased? _____

Social Security Number: _____

Employer: _____

Responsible for court costs? _____Yes _____No

Covered under Spouse's Health Insurance? _____Yes _____No

Enlisted in the military? _____Yes _____No

Husband's Information/Party Two

Name: _____

(No Nicknames, please include middle name)

Phone Number: _____ Email address: _____

Street address: _____

City, State and Zip: _____

County: _____ Lived in than county 6 months or longer? ____Yes ____ No

Birthplace (City, State): _____

Date of Birth: _____

Race: _____

No. of Previous Marriages: _____ How ended: divorce/deceased? _____

Social Security Number: _____

Employer: _____

Responsible for court costs? _____Yes _____No

Covered under Spouse's Health Insurance? _____Yes _____No

Enlisted in the military? _____Yes _____No

MARRIAGE

Date of Marriage: _____ Date Decided on Divorce: _____

County/State of Marriage: _____ County/State of Separation: _____

LEGAL PROCEEDINGS

Have you filed for divorce within the last six months in this or any other county or state? _____

Have you, your spouse or a child ever been involved in a child support or custody action? _____

Have you filed bankruptcy within the last 90 days or will you file a bankruptcy within 90 days? _____

Have you been a party to, or subject of, any court action, litigation or court order within the last year? _____

Explain: _____

_____

CHILDREN BORN AT ANY TIME DURING THE MARRIAGE REGARDLESS OF FATHER:
(List ALL children, regardless of legitimate or illegitimate, legal status, or actual parentage)

Currently Pregnant? _____

NAME	Date of Birth	SS#	In your custody?
_____	_____	_____	[] Yes [] No
_____	_____	_____	[] Yes [] No
_____	_____	_____	[] Yes [] No

*****If you have a child that was born during this marriage but is with another person, you will need to list the person's name and contact information and provide DNA testing results. We will need this third party to sign documents regarding the child******

PROPERTY

Please indicate ALL titleable property below, even if it was bought before the marriage or after the separation. (Do Not List Items Held In The Name Of A Third Person.)

House #1 Address: _____

Currently on the property title: Husband/ Wife/ Both

Will retain property after divorce: _____

Mortgage Company: _____

Mortgage currently in the name of: Husband/Wife/Both Responsible after divorce: _____

Mobile home: _____ Purchased during marriage: _____

House #2 Address: _____

Currently on the property title: _____ (Husband/Wife/Both)

Will retain property after divorce: _____

Mortgage Company: _____

Mortgage currently in the name of: Husband/Wife/Both Responsible after divorce: _____

Mobile home: _____ Purchased during marriage: _____

*** If more property, please list it on the back***

MISCELLANEOUS TITLEABLE PROPERTY

(boats, motor homes, etc.)

Year, Make, Model, other information: _____

Currently on the title _____ Will retain property after divorce _____

Loan Company: _____ Account # _____

Who will be responsible after divorce _____ Purchased during marriage: ____ YES ___ NO

***** If additional, please list on back*****

VEHICLES

Husband's Vehicle

Year: _____ Make/Model: _____

Lien Company: _____ Who is on the current title: _____

Purchased during marriage: ____ YES ___ NO

Who will retain after divorce: Husband/ Wife/ Both

Who is on the current lien: _____ Who will be responsible after the divorce: _____

Wife's Vehicle

Year: _____ Make/Model: _____

Lien Company: _____ Who is on the current title: _____

Purchased during marriage: ____ YES ___ NO

Who will retain after divorce: Husband/ Wife/ Both

Who is on the current lien: _____ Who will be responsible after the divorce: _____

****** if other vehicles, please list on the back with all information necessary*******

DEBT

Please list all debts (loans, credit cards, lines of credit, etc.), even if they're in only one name. If the debt type is a credit card, please put the last four digits of the account number in the appropriate area.

Household bills, such as utilities, medical bills, etc., do not need to be listed.

1. Creditor: _____ Account# _____

Currently named on debt _____ Debt Type: _____

Who will be responsible after divorce _____ Acquired during marriage: _____

---

2. Creditor: _____ Account# _____

Currently named on debt _____ Debt Type: _____

Who will be responsible after divorce _____ Acquired during marriage: _____

---

3. Creditor: _____ Account# _____

Currently named on debt _____ Debt Type: _____

Who will be responsible after divorce _____ Acquired during marriage: _____

---

4. Creditor: _____ Account# _____

Currently named on debt _____ Debt Type: _____

Who will be responsible after divorce _____ Acquired during marriage: _____

---

5. Creditor: _____ Account# _____

Currently named on debt _____ Debt Type: _____

Who will be responsible after divorce _____ Acquired during marriage: _____

******* If you have further debts, please list them on the back with all the information necessary*******

ATTESTATION

[_____] (Initials) I have advised my attorney of ALL children who, during my marriage, were:

1. Born to me or conceived by me, whether or not they are my spouse's child by blood and/or
2. Born to my spouse or conceived by my spouse, whether or not they are my child by blood and/or
3. Born to either or both of us regardless of whether we have legal custody or parental rights over the children or a court has determined parentage, child custody, visitation, or support for that child.

[_____] (Initials) I have disclosed all information requested of me, and I am not withholding information. The information I have provided is true, complete, and correct to the best of my knowledge and belief.

[_____] (Initials) I understand that Mr. Owen has the right to withdraw from representation if the information I have provided is inaccurate, incomplete or incorrect.

_____ _____

CLIENT'S SIGNATURE Date

Parenting Plan/ Child Support Questions

1. Who is the Primary Residential Parent: _____
2. **Day-to-Day Schedule**: Please list the times and dates the child or children will be with each parent. Example: The child will be with the mother weekly from Monday to Friday. The child will be with Father from Friday 6 p.m. to Sunday 8 p.m.

   _____

   Per this agreement, how many days a year will the child be with mother ____, father ___
3. **Holiday Schedule**: You may choose from the template below. However, you may also use the day-to-day schedule above for these holidays. You must agree on these.

HOLIDAY SCHEDULE AND OTHER SCHOOL-FREE DAYS

Indicate if the child will be with the parent in ODD or EVEN numbered years or EVERY year:

	MOTHER	FATHER
New Year's Day	_____	_____
Martin Luther King Day	_____	_____
Presidents' Day	_____	_____
Easter Day (unless otherwise coinciding with Spring Vacation)	_____	_____
Passover Day (unless otherwise coinciding with Spring Vacation)	_____	_____
Mother's Day	_____	_____
Memorial Day (if no school)	_____	_____
Father's Day	_____	_____
July 4th	_____	_____
Labor Day	_____	_____
Halloween	_____	_____
Thanksgiving Day & Friday	_____	_____
Children's Birthdays	_____	_____
Other School-Free Days	_____	_____
Mother's Birthday	_____	_____
Father's Birthday	_____	_____
Other: _____	_____	_____

**A holiday shall begin at _____ p.m. on the night preceding the holiday and end at _____ p.m. the night of the holiday unless otherwise noted here_____.

**This holiday schedule and other school-free days shall supersede the Day-To-Day Schedule.

If you would like to use the day-to-day schedule or other schedules of your choice, please indicate here: _____

4. **Fall/Spring Vacation**: You may use the day-to-day schedule, or you may work out an agreed schedule for this. _____
5. **Winter (Christmas Vacation)**: Please indicate the agreed schedule. Please indicate if this is every year or even/odd years. _____

6. **Summer vacation**: Please indicate if this will be the day-to-day schedule or if you would like this to change due to the lack of school. Also, please indicate vacation trips (if you would like the other parent to give you written notice of any summer trips or if there is a set vacation schedule every year). _____
7. **Transportation**: Please indicate how the child will be transported or exchanged between the parents. If you would like a set location and or if the parents will drop off at each other's homes. _____
8. **Supervision**: Are there any orders from other courts stating visits with the child have to be supervised by either parent or do you wish for this to be supervised (this has to be agreed on if there are no court orders)? _____
9. **Major Decisions**: Education, non-emergency health care, religious upbringing, extra-curricular activities: Mother, Father, or Joint?
10. **Child Support**: ***Please provide a copy of each parent's check stubs***. Please indicate the following: Father's gross monthly income _____
    Mother's gross monthly income _____
    Do you have an agreement of child support already? _____
    Who pays for the health insurance? _____, how much for just the child? _____
    Child Care: _____, how much? _____
    Does either parent claim any other children or pay child support for other children? _____
    Are there any uncovered medical expenses the parties must pay for the child? ____
    Are there any federal benefits that are paid to the child? _____
11. **Taxes**: How do you want to claim the child on taxes? Please indicate if this is each year, even/odd years) _____
12. **Health Care**: Who will be responsible for carrying the child on health insurance? _____ Uncovered reasonable and necessary medical expenses, which may include but are not limited to deductibles or co-payments, eyeglasses, contact lenses, routine annual physicals, and counseling, will be paid by □ **mother** □ **father** □ **pro rata in accordance with their incomes**. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.
    If available through work, the □ **mother □ **father** shall maintain dental, orthodontic, and optical insurance on the minor child or children.
13. **Life Insurance**: If agreed upon by the parties, the □ mother □ father □ both shall insure his/her own life in the minimum amount of $_____ by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the □ other parent□□ other _____, as trustee for the benefit of the child(ren), to serve without bond or accounting.