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

FILED
2012 AUG 29 PM 3:52
RICHARD R. ROOKER, CLERK
D.C.

DORMAN HOWARD KEPPLE	)	
	)	
Plaintiff,	)	
vs.	)	**Docket No.12D-1706**
	)	
MARGARET KEPPLE	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on August 29, 2012 before the Honorable Phillip Robinson, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Plaintiff's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for division of the parties' respective rights and interests in all joint and individual debts; upon all of the pleadings; upon the testimony of the Plaintiff; and the statements of counsel, from all of which the Court affirmatively found that the allegations of Plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; that Plaintiff's current mailing address is 690 Bixler Avenue, Madison, Tennessee 37115, and Defendant's current residence address is 13859 Ratliffe Street, La Mirada, CA 90638 and that the sixty-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 provision of said Agreement are hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

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

2012 AUG 10 AM 10: 15

RICHARD R. ROOKER, CLERK

D.C.

DORMAN HOWARD KEPPLE)
)
Plaintiff,)
vs.) Docket No.12D-1706
)
MARGARET KEPPLE)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into at Nashville, Davidson County, Tennessee, on this the 25th day of July, 2012 by and between **DORMAN HOWARD KEPPLE** hereinafter referred to as Husband, and **MARGARET KEPPLE**, hereinafter referred to as Wife:

WITNESSETH:

THAT WHEREAS, the parties are Husband and Wife and as a consequence of the Irreconcilable Differences that currently exist between the parties, a petition for divorce has been filed, and whereas the parties are desirous of settling the disposition of their property subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE**: The Husband shall proceed to trial and obtain a divorce on the grounds of Irreconcilable Differences. The Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, be made part of the Court's Final Decree.

2. **VENUE AND SERVICE OF PROCESS**: Each of the parties hereby acknowledge

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DHK

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that a divorce action is pending under the above-style and docket number 12D-1706 in the Third Circuit Court for Davidson County, Tennessee. Each of the parties hereby submit his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Husband is represented by Dona M. McClellan and the Wife is *pro se.*

3. **ALIMONY:** The parties agree that neither party shall be entitled to alimony in this cause of action.

4. **PERSONAL PROPERTY**: The parties agree they have already divided all personal property. All personal property in the possession of that party shall become the sole and separate property of that respective party free and clear of any claim from the other party.

5. **RETIREMENT/SOCIAL SECURITY:** The parties acknowledge that they both have a retirement account and receive social security. The parties agree that each shall be awarded his or her own respective accounts free and clear of any claim by the other party.

6. **DEBTS**: The parties agree that the Husband shall be responsible for the Discover credit card ending in 2900, the Amazon.Com Store credit card ending in 5061, the Orchard Bank credit card ending in 8727, the Capital One credit card ending in 8934, the Bank of America credit card ending in 8433, the One Main Financial account ending in 9291 and the Wells Fargo Financial Bank account ending in 4030 and hold the Wife harmless from any liability thereon. Further, Husband shall be responsible for the Sears credit card ending in 3716 and the Chase credit card ending in4566, that are held solely in Wife's name, for charges made prior to July 1, 2012. Said credit cards shall be closed and no further charges shall be made.

The parties agree that the Wife shall be responsible for any other credit cards/debts held solely in her name and hold the Husband harmless from any liability thereon.

See Attached Exhibit A. DHK

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7. **REAL PROPERTY**: The parties acknowledge that the parties owns certain real property located at 690 Bixler Avenue, Nashville, TN 37115 described herein more particularly as follows:

> Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to Dorman H. Kepple and Margaret Kepple, husband and wife, Grantees, the following land in Davidson County, Tennessee:
>
> Land in Davidson County, Tennessee, being Lot No. 15 of Block "B" on Map of Cedarcrest Estates, as shown on plat of record in Book 974, Page 15, in the Register's Office of Davidson County, Tennessee, to which plat referenced is hereby made for a more particular description.
>
> Being the same property conveyed to Federal Home Loan Mortgage Corporation by Substitute Trustee's Deed filed February 9, 2009 as Instrument No. 20090209-001 1303 in the Register's Office of Davidson County, Tennessee.
>
> Being the same property conveyed to Dorman H. Kepple and Margaret Kepple, husband and wife, by Special Warranty Deed from Federal Home Loan Mortgage Corporation dated February 16, 2010 and recorded in Instrument Number20100216-0011737, Register's Office for Davidson County, Tennessee.
>
> Commonly known as: 690 Bixler Avenue, Madison, TN 37115.

The parties agree that the Husband shall receive all right, title and interest to the real property described above free and clear of any claim from the Wife. The Husband shall be responsible for any and all indebtedness on said real property and shall indemnify and hold the Wife harmless on the same. The Wife agrees to execute a quitclaim deed quitclaiming any and all interest she may have in said real property to the Husband. The parties further agree that the property shall be sold and that any equity shall be divided equally after expenses.

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Further the parties acknowledge that Husband had inherited a 1/5 undivided interest in certain real property located in Mound Township in Macomb, Illinois. The parties agree that this property is Husband's separate property and that he shall receive all right, title and interest in said property free and clear of any claim from the Wife.

8. **AUTOMOBILES:** The parties agree that the Husband shall be awarded the 1996 Chevy Pick-up truck free and clear of any claim from the Wife. The Husband acknowledges that there is indebtedness associated with said automobile in the amount of approximately $12,000.00. The Husband agrees to be solely responsible for all payments associated with said automobile and hold the Wife harmless on the same. The parties further agree that Husband shall be awarded the 1984 Southwind RV free and clear of any claim from the Wife. The parties agree that Husband shall be awarded the 1983 Jamamica Model TN1 mobile home currently located at 201Grizzard Avenue, R6, Nashville, Tennessee 37207 free and clear of any claim from the Wife. The Husband agrees to sell the mobile home and equally divide any proceeds after expenses.

9. **BANK ACCOUNTS:** The parties agree that each party shall receive his or her own respective bank accounts, including, checking, savings and investment accounts free and clear of any claim by the other party.

10. **HEALTH INSURANCE:** The parties acknowledge that they have their own individual health insurance policy.

11. **TAX LIABILITY:** The parties acknowledge that there is no outstanding indebtedness owed to the Internal Revenue Service. The parties would submit that beginning with tax year 2012 they will each be filing married filing separate on their income tax returns. Further, each party agrees to hold the other party harmless on any and all indebtedness owed under either the 2011 Federal

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Income Tax return or any future income tax returns.

12. **CELLULAR TELEPHONE:** The Husband agrees to pay Wife's cell phone, number (805) 340-3475 for two years beginning July 1, 2012 or until the end of the service contract, whichever is sooner.

13. **COURT COSTS AND ATTORNEYS FEES:** The parties agree that the Husband shall pay all court costs in this cause of action and that the Husband shall be responsible for paying his own attorney's fees.

14. **MISCELLANEOUS PROVISIONS:** 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 from any liability therefore, such obligation shall be deemed to be a support obligation under 11 U.S. C. 523 (5) which is not dischargeable in bankruptcy as to the other party.

(A) 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 debts 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 or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(B) In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provision of this agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees incurred in prosecution of said action.

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(C) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Third Circuit Court for Davidson County and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(D) It is understood and agreed between the parties that this Agreement shall 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 and claims which each may have or hereafter acquire under the law of any jurisdiction with respects to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor 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.

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

(F) The parties acknowledge that there are no assets owned by them, whether 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.

(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

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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 provisions of this agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not effect 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 parties agree that alimony and/or child support or other payments which may still be owing by one party to the other at the time of his or her death shall continue beyond his or her death and shall be debts and obligations which shall be binding on and payable by his or her estate, heirs, and executors as if he or she were still living.

(M) The Husband and Wife acknowledge that to the best of their knowledge, that they have no outstanding joint indebtedness other than that specifically set out herein. However, in the event that any indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that the incurring party shall be responsible for payment of said debt. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay

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any future debt 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 the amount paid, inclusive of interest and cost for legal services.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is so granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a Divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement she be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

Dorman Howard Kepple
DORMAN HOWARD KEPPLE

Margaret Kepple
MARGARET KEPPLE

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public for the above County and State the above named Damon Howard Heppe with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 20 day of July, 2012.

Sworn to and subscribed before me on this 20 day of July, 2012.

Notary Public
My Commission Expires: 1-6-2015

KATHRYN S. RESUMOVIC
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 6, 2015

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) Los Angeles

Personally appeared before me a Notary Public for the above County and State the above named MARGARET CEPEDA with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 7th day of August, 2012.

Sworn to and subscribed before me on this 7th day of August, 2012.

Notary Public
My Commission Expires: 9/14/2012

ZI M. YU
Commission # 1810895
Notary Public - California
Los Angeles County
My Comm. Expires Sep 15, 2012

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

7th day of August, 2011, by

(1) Margaret Keppel,

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____,

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____

Signature of Notary Public

Zi M. YU
Commission # 1810895
Notary Public - California
Los Angeles County
My Comm. Expires Sep 15, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
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EXHIBIT NO. A D.C.

CREDITOR'S LANGUAGE

NOTICE: Pursuant to T.C.A. §36-4-134, 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 this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly-held accounts.

Dorman H Kepple

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It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiff, Dorman Howard Kepple, shall be, and is hereby, awarded an absolute divorce from Defendant, that he be restored to all 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 Defendant/Wife shall be divested of all right, title and interest to the real property known as 690 Bixler Avenue, Madison TN 37115 described in Section 7 of the Marital Dissolution Agreement and all right, title and interest shall be vested in Plaintiff/Husband.

It is further **ORDERED, ADJUDGED AND DECREED** that the Husband shall be responsible for the court costs of this cause for which execution may issue, if necessary.

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

ENTERED THIS THE 29 **DAY OF** August, **2012.**

PHILLIP ROBINSON, JUDGE

Approved for entry:

Dona M. McClellan

DONA M. MCCLELLAN #25553
Attorney for the Husband
1812 Broadway
Nashville, TN 37203
(615) 515-3530

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Document has been forwarded via e-mail to the following on this the 28th day of August, 2012:

Ms. Margaret Kepple
c/o Kristine Diviak
13859 Ratliffe Street
La Mirada, CA 90638

Dona M. McClellan

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** 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 THIRD Circuit Court for Davidson County, Tennessee, on the 29 day of AUGUST , 2012 , in the Case Number 12D1706 between KEPPLE, DORMAN HOWARD Plaintiff, and KEPPLE, MARGARET Defendant, 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, the 24 day of SEPTEMBER in the year two thousand twelve and in the 236th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

