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FILED
2010 APR 19 AM
RICHARD R. ROOKER, CLERK

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

SHEREE KAY PHENEGER,	)	
Plaintiff,	)	
	)	
vs.	)	DOCKET NO.: 10D-143
	)	
BRIAN PATRICK PHENEGER,	)	
Defendant.	)	

FINAL DECREE

This cause came to be heard on the 19th day of April, 2010, before the Honorable Carol Soloman, Judge, upon the pleadings, the notarized Marital Dissolution Agreement, the testimony and the record as a whole, from all of which the Court affirmatively finds that the parties have made fair and equitable distribution of their property and are entitled to an absolute divorce on the grounds of irreconcilable differences and that the Marital Dissolution Agreement is affirmatively approved as submitted.

It is therefore **ORDERED, ADJUDGED, and DECREED** that the Plaintiff be and hereby is awarded an absolute divorce from the Defendant and the parties are restored to all the rights and privileges of unmarried persons.

BILL GARRETT, Davidson County
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It is further **ORDERED** that the Martial Dissolution Agreement of the parties heretofore submitted to the Court is hereby approved and incorporated herein by reference and made an Order of this Court.

It is further **ORDERED** that the Wife's maiden name of Sheree Kay Gilbert shall be, and hereby is, restored.

It is further **ORDERED** that upon the signing of this Order, the attorney for the Plaintiff is relieved of further duties as attorney of record for the Plaintiff in this cause.

It is further **ORDERED** that the costs of this cause shall be taxed against the Plaintiff, which execution may issue if necessary.

Enter this the 19th day of April 2010

Carol Soloman, Judge

APPROVED FOR ENTRY:

Martha Child, #7213
Attorney for Plaintiff
392 Harding Place, Suite 215
Nashville, TN 37211
(615) 834-4300

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and exact copy of the foregoing by postage prepaid mail upon Brian Patrick Pheneger, 217 Cedarcreek Drive, Nashville, TN 37211 on this the 19 day of April, 2010.

Martha Child

Final Decree ID N/Children
8th Circuit
DOMESTIC

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EIGHTH CIRCUIT FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2010 JAN 19 AM 8:48

RICHARD R. ROOKER, CLERK

D.C.

SHEREE KAY PHENEGER,	)	
Plaintiff,	)	
	)	
vs.	)	**DOCKET NO.:** 100143
	)	
BRIAN PATRICK PHENEGER,	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

Comes now the parties and announce unto the Court that there are irreconcilable differences in their marriage and that they have entered into this agreement, subject to the Court's approval and the granting of an absolute divorce to the Plaintiff.

1. The Wife's maiden name of Sheree Kay Gilbert shall be restored.

2. The parties own as tenants by the entireties real property located at 217 Cedarcreek Drive, Nashville, Tennessee 37211. The parties agree that Husband shall be awarded sole title to, interest in, and possession of said real property and all of Wife's right, title, and interest in said property shall be divested from the Wife and shall be reinvested solely in the Husband. The property is described as follows:

> Being Lot No. 117, on the Plan of Cedarwood Estate, Section 2, of record in Book 4860, Page 58, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed to Brian Pheneger and Sheree Pheneger, husband and wife, by deed from Sheree Giefing (now Sheree Pheneger) and Brian Pheneger of record in Instrument #20090311-0021829, Register's Office for Davidson County, Tennessee.

The Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the outstanding debt on said property. Husband shall refinance the property no later February 1, 2012 so as to remove the Wife's liability. If Husband fails to refinance by February 1, 2012, then the property shall immediately be placed with a real estate agent for sale. If the property is sold, Husband shall receive all of the sales proceeds. Husband shall maintain the property in good condition until such time as he

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refinances and shall be solely responsible for making all necessary repairs. If Husband is more than forty-five (45) days late in making the monthly mortgage payments, then the Wife may petition the Court to have the property sold. The Wife shall be allowed to remain in the property until June 1, 2010. At the present time, there is very little equity, if any, in the property.

3. Wife owns property located at1124 Jacobs Court, Joelton, Davidson County, Tennessee 37070. All of Husband's marital right, title and interest in said property shall be divested from the Husband and shall re-invest in the Wife.

> LAND in Davidson County, Tennessee, Being Lot No. 14 on the Final Plat, Section Three, Jacobs Valley, as of record by Instrument No. 20021010-0124310 in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot.
>
> BEING the same property conveyed to Sheree K. Pheneger, married, by Warranty Deed from Dale Pyron and Joe Pyron, of record in Instrument No. 20070511-0056773, Register's Office of Davidson County, Tennessee.
>
> This conveyance is subject to easements and restrictive covenants of record.
>
> This property is not a marital residence and as such is not subject to any homestead, dower or other marital interest as contemplated by T.C.A. 260-2-307 or other similar statue.

The property is currently unencumbered.

4. Husband shall be awarded, sole title to, interest in, and possession of all items of 1994 Silverado which is paid for. Husband shall be awarded sole title to, interest in, and possession of the 2006 Kia. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for the debt on the Kia. Wife shall be allowed to continue to drive the Kia until June 1, 2010. Husband shall purchase a replacement vehicle for the Wife, said vehicle to be titled to the Wife, the cost not to exceed $3,000.00. Husband and Wife shall mutually agree upon the vehicle to be purchased.

5. The Wife has written various songs. Wife shall be awarded all of the songs which she has written. Husband has also written various songs. Husband shall be awarded all of the songs which he has written. The parties have jointly collaborated in

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writing various songs. Those songs which the parties jointly co-authored shall be owned jointly by the parties and the parties shall divide equally any royalties, profits, or other remuneration which is received for said songs.

6. Husband shall be awarded sole title to, interest in, and possession of Shrerian Music Inc. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all debt associated with Shrerian Music Inc., including but not limited to the Capital One Visa credit card, account number XXX XXXXX XXXX 9431.

7. The Wife shall be awarded the parties' dog "Abby."

8. Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all of the debts which have been accumulated by the parties during the marriage prior to January 15, 2010. After January 15, 2010, Husband shall assume, be solely responsible for, hold Wife harmless upon, and indemnify Wife for all debts incurred by the Husband. After January 15, 2010, Wife shall assume, be solely responsible for, hold Husband harmless upon, and indemnify Husband for all debts incurred by the Wife.

9. The parties have various items of household furnishings. Wife shall be awarded two (2) televisions, a computer, a DVD player, a day bed, the washer and dryer (but only if the apartment which she rents does have hookups), the cookware, some linens and towels, her clothing and jewelry. Husband shall be awarded the remaining household furnishings, his clothing and jewelry and his music equipment.

10. Wife shall be awarded all monies on deposit in her name and Husband shall be awarded all monies on deposit in his name. Neither party has a retirement plan.

11. The parties affirmatively acknowledge that this marital dissolution agreement has divided all of the marital assets and liabilities of the parties and that there are no assets or liabilities of the parties which have not been disposed of under the terms of this agreement.

12. Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers

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that the other party has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, upon petition of either party, said assets shall be divided equally between the parties.

13. 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 thereof, such obligation is not a division of property but shall be deemed to be a support obligation under 11 USC Section 523(5), which is non-dischargeable in bankruptcy as to the other party.

14. Each party agrees to execute all documents, titles, and any other instrument necessary to give full force and effect to this agreement.

15. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including the attorney's fees incurred in prosecuting the action.

16. It is understood and agreed between the parties that this agreement shall be submitted to the Court for ratification and incorporation into the final decree of divorce between the parties.

17. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and support rights and obligation 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 party all rights for claims which each may have or hereafter acquired under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsey, 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 of the other's estate, except as provided by the terms of this agreement. This agreement applies to all property now owned by Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

18. This agreement shall be binding upon and inure for the benefit of the parties hereto, their personal representatives, heirs and assigns.

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19. 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 of this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

20. This agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

21. In the event that any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not effect the other provisions of this agreement, and said provision shall be severable.

22. It is understood and agreed between the parties, as a part of this consideration for the execution of this agreement, each party shall willing execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

23. Subsequent to approval by the Court, this Marital Dissolution Agreement may be altered or amended only by an instrument in writing signed by each of the parties, and approved by the Court, and this requirement cannot be waived by oral agreement.

24. Husband agrees to waive personal service in the Court action presently being prepared, said action being styled Sheree Kay Pheneger vs. Brian Patrick Pheneger, Docket No.: _____, and filed in the Circuit Court for Davidson County, Tennessee.

25. The parties further agree that the above settlement agreement is fair and reasonable and that the same may be offered into evidence at any hearing in an action for divorce and made a part of any final decree of divorce in the event any Court sees fit to grant a divorce.

26. The parties further agree that they have read the forgoing instrument and understand its terms therein and acknowledge that they have each received a copy of it.

NOTICE PURSUANT TO *T.C.A. 36-4-134*

The Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party or party's property, even though the party is not responsible under the terms of this agreement and decree for an account, any debt associated with an account, or any debt. (In other words, a creditor may still be

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able to sue you even if this document states that your spouse is to pay the debt.) It may be in a party's best interest to cancel, close, or freeze jointly held accounts.

IN WITNESS WHEREOF, Wife has executed this agreement on this the 18th day of Jan, 2010 and Husband has executed this agreement on this the 18th day of Jan., 2010.

Sheree Kay Pheneger

Sheree Kay Pheneger

Brian Patrick Pheneger

Brian Patrick Pheneger

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Sheree Kay Pheneger, with whom I am personally acquainted with and who acknowledged that she executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 18th day of January, 2010 at Nashville, Tennessee.

Notary Public

My Commission Expires: 9-25-10

ELAINE P. GRIGGS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 25, 2010

STATE OF TENNESSEE

COUNTY OF DAVIDSON

AFFIDAVIT

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Brian Patrick Pheneger, with whom I am personally acquainted with and who acknowledge that he executed the foregoing instrument for the purposes contained therein. Witness my hand and official seal on this the 18th day of January, 2010 at Nashville, Tennessee.

Notary Public

My Commission Expires: 9-25-10

ELAINE P. GRIGGS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 25, 2010

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 19 day of APRIL , 2010 , in the Case Number 10D143 between PHENEGER, SHEREE KAY Plaintiff, and PHENEGER, BRIAN PARTICK 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 04 day of MARCH in the year two thousand thirteen and in the 236th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk