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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

FILED
2014 JAN 15 PM 5:11
D.C.

MARY CHRISTINE McKEEVER,
PLAINTIFF/WIFE

v.

No. 10D-2645

GEORGE ALBERT CLINTON McKEEVER, JR.
DEFENDANT/HUSBAND

FINAL ORDER

This cause came to be heard on the 15th day of January, 2014, before the Honorable ~~Philip~~ Philip Robinson ~~E. Smith~~, upon Wife's Complaint for Absolute Divorce; upon the Property Settlement Agreement which provides for the apportionment of the parties' respective rights and interests in all joint and individual property and apportionment of the responsibility for payment of parties' joint and individual debts; and upon the entire record herein, from all of which the Court that the parties were declared divorced pursuant to T.C.A. §36-4-129, as evidenced by the Final Decree entered in this cause on July 19, 2012 and the issues of the division of all property (with the exception of the personal property of the parties), division of liabilities, award of attorney's fees and taxation of court costs were reserved at such time; that the parties, by written agreement, have now made adequate and sufficient provision for the equitable settlement of all property rights between themselves through a Property Settlement Agreement, that the Property Settlement Agreement should be approved by the Court; and that the ~~ninety (90)~~ sixty (60) day waiting period has elapsed.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Property

BILL GARRETT, Davidson County
Trans:T20140057041 DEEDDIV
Recvd: 08/05/14 13:09 14 pgs
Fees:72.00 Taxes:0.00
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Settlement Agreement executed by the parties is hereby approved by the Court, and all provisions of said Agreement are hereby made a specific Order and Decree of this Court, which Agreement are in words and figures as follows:

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

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RICHARD R. ROOKER, CLERK
D.C.

MARY CHRISTINE McKEEVER, PLAINTIFF/WIFE	)	
v.	)	No. 10D-2645
GEORGE ALBERT CLINTON McKEEVER, JR. DEFENDANT/HUSBAND	)	

PROPERTY SETTLEMENT AGREEMENT

This Marital Dissolution Agreement is made between Mary Christine McKeever (hereinafter called "Plaintiff/Wife"), and George Albert Clinton McKeever, Jr., (hereinafter called "Defendant/Husband") for the purpose of declaring the parties divorced.

WITNESSETH:

WHEREAS, Husband and Wife were divorced pursuant to Final Decree of Divorce entered in this cause on July 19, 2012 in this cause; and

WHEREAS, said Final Decree of Divorce specifically reserved the issues of the division of all property (with the exception of the personal property of the parties), division of liabilities, award of attorney's fees and taxation of court costs; and

WHEREAS, said the parties have no minor children born of the marriage; and

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WHEREAS, the parties now desire to settle all outstanding issues in the pending case and further desire to enter into a binding written contract in full and complete settlement of all of their respective rights and obligations related thereto, it being their intention that such written contract will govern and address all such rights and obligations and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. AWARD OF DIVORCE. Pursuant to the Final Decree of Divorce entered in this cause on July 19, 2012, the parties were declared divorced pursuant to T.C.A. §36-4-129.

2. PERSONAL PROPERTY. Pursuant to the Final Decree of Divorce entered in this cause on July 19, 2012, each party has been awarded his/her respective personal property in his/her possession.

3. AUTOMOBILES. Pursuant to the Final Decree of Divorce entered in this cause on July 19, 2012, each party has been awarded his/her respective vehicle.

4. BANK ACCOUNTS. The parties shall keep and maintain their respective checking accounts and savings accounts.

5. REAL PROPERTY. The parties own real property located at 2110 W. Summitt Avenue, Nashville, Davidson County, Tennessee and real property located at 2109 23rd Avenue North, Nashville, Davidson County, Tennessee. Said real properties are both titled and financed in the name of the Wife individually. The Wife shall be awarded all right, title, and interest in said real properties free and clear from any claim of the Husband. The Husband shall be divested of all right, title, and interest in said property; and all right, title, and interest in said property shall be vested in Wife. The Wife shall be responsible for any and all expenses and/or indebtedness

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associated with said real properties and shall hold the Husband harmless for the same. Said real property is more particularly described as follows:

2110 Summit Avenue, Nashville, Davidson County, Tennessee

Being Lot No. 14 on the map of Bordeauxmont, not of record, and described according to a survey made by Gee W. Watkins, Surveyor, dated June 12, 1959, as follows:

Beginning at an iron pin in the northeast intersection of Summit Avenue, as relocated and a 10-foot alley; thence along the margin of said Summit Avenue as relocated North 28 deg. 30' East 97.8 feet to an iron pin in the line between Lots Nos. 14 and 15; thence with the line between said lots, in a southeasterly direction 146.2 feet to the northwesterly margin of Alpine Avenue; thence with the margin of said Avenue, in a southwesterly direction 134.7 feet to the intersection of a 10-foot alley; thence along the northerly margin of said alley, in a westerly direction 140.9 feet to the beginning.

Being the same property conveyed to Christine McKeever, by deed from Estate of Margaret Louise Rittenberry, dated July 7, 2004, of record in Instrument Number 20040714-0083996, Register's Office for Davidson County, Tennessee.

2109 23rd Avenue North, Nashville, Davidson County, Tennessee

Land in Davidson County, Tennessee, being the easterly 150 feet of Lot No. 9 and part of Lot No. 10 on the map of Nashville Trust Company's Subdivision of the Fannie Wild Property, as of record in Book 3, Page 11, Chancery Court at Nashville, more particularly described according to a survey dated September 6, 1958, made by Hal D. Swann, Surveyor, as follows:

Beginning at a point in the west margin of 23rd Avenue North, said point being the common front corner of Lots Nos. 8 and 9 on said plan; thence westerly along the line between said Lots 150 feet to a point on said line; thence south 50 feet to a point; thence easterly 8.65 feet to a point; thence southerly 9.3 feet to a point; thence eastwardly 154.6 feet to a point in the west margin of 23rd Avenue North; thence northwardly along the west margin of said Avenue, 115.67 feet to the beginning.

Being the same property conveyed to Mary Christine Dorley, by deed from Estate of Albert Perkins and Mary Perkins, wife of Albert Perkins, dated July 31, 1996, of record in Book 10149, Page 137, Register's Office for Davidson County, Tennessee.

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6. RETIREMENT ACCOUNTS. The parties agree that Wife presently has a 401(k) retirement account through her employer. As a division of the marital estate, the Husband shall receive the sum of Twenty Two Thousand Five Hundred Thirty Dollars and fifty-five cents ($22,530.55) for his interest in the same. Of said amount, the Wife shall pay the Husband the sum of Eleven Thousand Two Hundred Sixty Five Dollars and Twenty Eight Cents ($11,265.28) cash within one hundred and eighty (180) days from the entry of a Final Order in this cause. The balance of Eleven Thousand Two Hundred Sixty Five Dollars and Twenty Eight Cents ($11,265.28) shall be transferred from the Wife's 401(k) retirement account via a Qualified Domestic Relations Order. The Husband shall be responsible for the preparation and costs of a Qualified Domestic Relations Order to effectuate the transfer of his interest in said account. The Wife shall receive the remaining portion of the 401(k) retirement account free and clear of any claims of the Husband.

The Wife further has a 457(b) benefit account through her employer. The Wife shall be awarded the value and/or contents in said 457(b) benefit account, free and clear of any claims of the Husband.

The Wife further has a service pension benefit payable from the Tennessee Retirement System. At such time the benefit vests and the Wife receives the same, Husband shall be entitled to receive forty percent (40%) of the marital portion of the Wife's pension benefit that has accrued from the date of marriage to date of divorce, that being from October 5, 1996 to June 19, 2012 (the date of the divorce hearing). The Wife shall receive the remaining portion of the Pension benefit free and clear of any claims of the Husband. As of the date of divorce, the Wife had seventeen (17) years and seven (7) months of service accrued towards said Pension and the parties were married for approximately fifteen (15) years and nine (9) months of that service.

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The Wife remains employed with the State of Tennessee as of the time of entering into this Agreement. Therefore, the total monthly benefit due to the Wife as calculated the Tennessee Retirement System shall be divided by the total number of years/months of service of the Wife. A Qualified Domestic Relations Order (if a QDRO is accepted) and/or a separate order, if necessary, further defining the division of the marital portion of the Pension benefit shall be entered within ninety (90) days of Entry of the Final Order in this cause, to be paid for by the Husband. If the Tennessee Retirement System does not accept a QDRO, the Wife shall be responsible for mailing the Husband his forty percent (40%) of the marital portion, less forty percent (40%) of the tax liability associated with the same, within five (5) days of receiving the benefit. The Husband shall keep the Wife apprised of his current address in ensure proper receipt of the same.

Further, the parties agree that the Husband shall be awarded all right, title and interest in his 401(k) with Fidelity Investments from Medsolutions, Inc., free and clear of any claim of the Wife.

7. DEBTS. The parties agree that they have no joint debts; therefore, the parties agree to be responsible for debts acquired during the marriage for their benefit and to hold the other harmless for said debts. This section shall include any and all debts, whether by contract or any previous agreement incurred by either party shall be the responsibility of that party. Both parties agree to indemnify the other and hold each harmless for the payment of said debts. The parties acknowledge that, in observance of T.C.A. § 36-4-134, entry of a Final Decree of Divorce in the above listed 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 an account or for any debt. Parties further state that they understand it may be in their best

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interests to cancel close or freeze any jointly held accounts.

8. HEALTH INSURANCE. Each party shall be responsible for providing and maintaining their own health insurance coverage. Each party shall be responsible for the payment of any and all of their own respective uncovered medical expenses not covered by their respective health insurance carrier.

9. MAIDEN NAME. Plaintiff/Wife shall be restored her maiden name of Mary Christine Dorley.

10. ATTORNEY FEES. Each party shall be responsible for his/her own attorney fees.

11. COURT COSTS. Husband shall pay the remaining litigation tax and all remaining costs of court incurred as a result of the pending action for absolute divorce.

12. ESTATE WAIVER. Except as may otherwise be expressly provided in this Property Settlement Agreement, Plaintiff/Wife and Defendant/Husband, hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Property Settlement Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

13. ACCEPTANCE BY THE PARTIES. The parties desire that this Property Settlement Agreement be incorporated as a part of any final judgment of divorce that may hereafter be

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entered in the Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

14. GOVERNING LAW. This agreement shall be construed under the laws of the State of Tennessee existing at the time of the execution of the agreement.

15. INCORPORATION INTO DIVORCE. The parties agree that this agreement in its entirety shall be submitted to the Court in which any divorce action is filed and it shall be ratified, approved and shall be incorporated into and made a part of the final decree of that action. The parties each agree not to oppose such incorporation and they agree that subsequently, this agreement shall be enforceable as part of said decree or independently as a contract between the parties. In addition, the parties agree that any amendments or modifications to this agreement entered into after such incorporation into a decree shall be incorporated in an amended decree in order that the court records reflect the intent and meaning of the parties' agreements.

16. ENTIRE AGREEMENT. This Property Settlement Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Property Settlement Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Property Settlement Agreement. This Property Settlement Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

17. FAIRNESS OF AGREEMENT. The parties understand and agree that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion, or

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misrepresentation, or for any reason not herein stated. Each party acknowledges and he/she has read this Property Settlement Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Property Settlement Agreement.

18. SEVERABILITY. If any provision of this agreement are found or held to be unenforceable or invalid, then all other provisions of this agreement shall continue to be in full force and effect, unless the part found or held to be unenforceable or invalid causes a material and substantial failure of consideration in the basic intentions and bargains of the parties.

19. BINDING EFFECT. The parties hereby covenant and agree that all stipulations, agreements and provisions shall continue and apply in full force and effect and shall be obligatory upon the parties hereto, their heirs, assigns, executors, administrators, trustees, successors-in-interest, etc., whether so expressed or not.

20. PRIOR AGREEMENTS INVALID. In consideration of the covenants and agreements contained herein, the parties do hereby cancel, nullify and invalidate any and all prior agreements as to the subject matter covered in this agreement.

21. FULL DISCLOSURE OF ASSETS AND OBLIGATIONS. This agreement is made upon the assumption that each of the parties hereto has made a full, complete and total disclosure to the other of the nature and extent of all the assets. As to any asset of a party to which no such full disclosure has been made by that party, then this agreement shall not apply to such asset and an appropriate Court is granted by the parties full jurisdiction to divide such undisclosed assets equitably, pursuant to the equitable distribution law of Tennessee.

22. ENFORCEMENT PROVISION. In the event either party has to petition the Court for enforcement of any of the provisions in this agreement, then the party deemed to be at fault shall

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be responsible for reasonable attorney's fees, expenses, and Court costs.

23. WAIVER OF JURISDICTION AND VENUE. The parties acknowledge that Defendant/Husband has waived jurisdiction, that both parties waive venue and that neither personal service of process nor service of process by publication shall be required. The signing of this Property Settlement Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court, which shall give the Court personal jurisdiction over the Defendant/Husband for the purpose of granting a divorce on the ground of irreconcilable differences.

24. ADDITIONAL INSTRUMENTS. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing, which shall reasonably be required for the purposes of effectuating the provisions and intent of this Property Settlement Agreement.

25. NO TAX ADVICE. Both parties acknowledge that neither husband nor wife is relying on 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 Property Settlement Agreement. Parties have been advised to seek tax counseling regarding the consequences, if any, of this agreement from their accountant or tax attorney and each party acknowledges that they have had the opportunity to do so.

IN WITNESS WHEREOF, Plaintiff/Wife has signed this Property Settlement Agreement on 1-15, 2014 and Defendant/Husband has signed this Property Settlement Agreement on 1-15, 2014.

(Wife)

(Husband)

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Date: 1-15-14 Date: 1-15-14

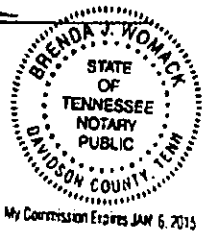
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Mary Christine McKeever personally appeared before me, the undersigned, a Notary Public in and for said County and State, and with whom I am personally acquainted, and who acknowledged that she executed the within Property Settlement Agreement for the purposes therein contained.

Witness my hand and official seal this 15th day of January, 2014.

Brenda J. Womack
NOTARY PUBLIC

My commission expires: 1-6-15



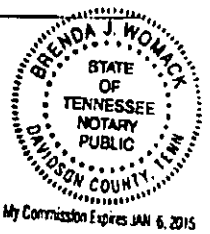
STATE OF TENNESSEE
COUNTY OF DAVIDSON

George Albert Clinton McKeever, Jr. personally appeared before me, the undersigned, a Notary Public in and for said County and State, and with whom I am personally acquainted, and who acknowledged that he executed the within Property Settlement Agreement for the purposes therein contained.

Witness my hand and official seal this 15th day of January, 2014.

Brenda J Womack
NOTARY PUBLIC

My commission expires: 1-6-15



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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife, MARY CHRISTINE MCKEEVER, shall be, and is hereby, restored to her maiden name of MARY CHRISTINE DORLEY.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining costs of this cause shall be taxed against Husband, 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.

ENTER this 15 day of January, 2014.

PHILLIP ROBINSON, Judge

Submitted and Approved For Entry:

Yvette Y. Cain, BPR#017282
Attorney for the Wife
4121 Clarksville Pike, Ste. 12
Nashville, Tennessee 37218
(615) 876-4411

Michael Freeman, BPR#028698
Attorney for the Husband
530 Church Street, Ste. 709
Nashville, Tennessee 37209
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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 15 day of JANUARY , 2014 , in the Case Number 10D2645 between MCKEEVER, MARY CHRISTINE Plaintiff, and MCKEEVER, GEORGE ALBERT CLINTON JR. 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 23 day of MAY in the year two thousand fourteen and in the 237th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL