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IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
2014 AUG 27 AM 11:54
RICHARD R. ROOKER, CLERK
D.C.

KAREN A. MARSHALL,
Plaintiff,

vs.

KYNE MARSHALL,
Defendant.

NO: 14D-582

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 27th day of August 2014, before the Honorable Phillip Robinson, Judge for the Circuit Court of the Twentieth Judicial District at Davidson County, Tennessee on the Complaint filed by the Plaintiff, the testimony of the Plaintiff in open Court and the entire record in this cause from all of which this Court finds that the Plaintiff is entitled to a Divorce on the grounds of Irreconcilable Differences and that the Marital Dissolution Agreement entered into by and between the parties and filed in this cause makes an adequate and sufficient provision for the equitable settlement of any property rights between the parties and it should be ratified, confirmed, approved by the Court and incorporated herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, be and hereby is granted an absolute divorce from the Defendant on the grounds of irreconcilable differences pursuant to Tennessee Code Annotated Section 36-4-103(14).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement executed by the parties and filed in this cause is approved, ratified, and confirmed by the court and hereby incorporated herein by reference and the parties are ORDERED to comply therewith.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that wife's name shall be restored to Karen Allison Kennedy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining costs and litigation tax in this cause be assessed to the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that upon entry of this decree, except for purposes of Appellate review of this judgment or Motion pursuant to Rule 59, Tennessee Rules of Civil Procedure, attorney for Plaintiff shall be removed as attorney of records for the parties.

IT IS FURTHER ORDERED THAT THE MARITAL DISSOLUTION AGREEMENT IS MADE AN ORDER OF THE COURT AND IS IN WORDS AND FIGURES AS FOLLOWS:

BILL GARRETT, Davidson County
Trans:T20140073363 DEEDDIV
Recvd: 09/30/14 11:47 16 pgs
Fees:82.00 Taxes:0.00
20140930-0090016

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2014 AUG -5 PM 4:16
D.C.

KAREN A. MARSHALL,

Wife,

v.

KYNE MARSHALL,

Husband.

Docket No. 14D-582

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 14D-582.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

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II.

NO INTERFERENCE

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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

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.

IV.

ALIMONY

It is mutually agreed upon by and between the parties hereto that no claim is being made by either party against the other with respect to any type of alimony, and both parties, respectively, by the execution of this Agreement, waive all rights to claim alimony, forevermore.

V.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VI.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Wife shall be awarded the following items of personal property from the Granada Street property:

1. Mountain bike
2. Bodies of chairs

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3. Smaller paint sprayer
4. Generator (gift from Dad)

Mr. Marshall shall be awarded the sleep number bed and above ground pool which are currently located at Wife's Wilburn Street residence. Mr. Marshall shall have delivered the personal property awarded to Ms. Marshall above when he sends movers to her Wilburn Street residence on August 25, 2014 at 10:00 a.m. to retrieve his items of personal property. The movers shall deliver Ms. Marshall's property to her and shall retrieve Mr. Marshall's sleep number bed and above ground pool.

Any and all other personal property currently in the possession of each respective spouse at the time of the execution of this agreement shall remain their sole property.

VII.

AUTOMOBILES

The 2011 Nissan Juke is awarded to the Wife as her sole and separate property, and the Husband is divested of any interest he may have therein. This vehicle is titled in Wife's name only. There is no indebtedness owing on said vehicle.

The 2012 Nissan Frontier is awarded to the Husband as his sole and separate property, and the Wife is divested of any interest she may have therein. This vehicle is in Ms. Marshall's name only. Husband shall make all payments in a timely manner with no late payments owing to USAA Federal Savings, Account No. 102411704, to 10750 McDermott, San Antonio, TX 78288.

Upon approval of this agreement by the Court, the parties shall maintain and/or obtain their own automobile insurance.

Each party shall execute any and all documents necessary to transfer title to the appropriate party, in order to effectuate the terms of this Agreement within thirty (30) days of the entry of the Final Judgment of Divorce.

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VIII.

REAL PROPERTY

The Wife is awarded all rights and interest to the real property located at 328 Wilburn Street Nashville, TN 37207, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Humphrey Pierce's Addition to East Nashville of record in Plat Book 161, Page 20, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of the property.
>
> Being the same property conveyed to Karen Kennedy, by Deed from Erna C. Smith of record in Instrument No. 20130508-0046509, Register's Office for Davidson County, Tennessee.

It is Ordered that any and all interest of Husband is divested out him completely and reinvested in Karen A. Marshall solely. Upon execution of this Agreement, Wife shall be responsible for any and all indebtedness and utilities associated to that property and the debt owing thereon is solely in Wife's name and shall hold Husband harmless thereon.

The Husband is awarded all right, title and interest to the real property located at 1007 Sharpe Avenue, Nashville, Tennessee 37206, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 37 on the Map of Jones and Bradford Subdivision of record in Book 161, page 142, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 37 fronts fifty feet on the northerly side of Sharpe Avenue and runs back between parallel lines one hundred fifty four and one-half feet to an alley.
>
> Being the same property conveyed to Kyne A. Marshall, by Deed in Instrument No. 20120620-0054001, Register's Office for Davidson County, Tennessee.

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It is Ordered that any and all interest of Wife is divested out her completely and reinvested in Kyne A. Marshall solely. Husband shall be responsible for any and all indebtedness associated with that property and shall hold Wife harmless thereon.

The Husband is awarded all right, title and interest to the real property located at 1405 Sharpe Avenue, Nashville, Tennessee 37206, more particularly described as follows:

> Land in Davidson County, Tennessee, being part of Lot No. 8 on the plan of the Martha Martin Lands, as of record in Book 161, page 101, Register's Office for said County, and formerly of record in Book 8, pages 441 and 442, said Register's Office, described according to survey made by Ralf W.C. Lambert, surveyor, May 3, 1992 as follows: Beginning at a point to the northerly margin of Sharpe Avenue, 194 feet easterly from the northeast corner of said Sharpe Avenue, eastwardly 56.46 feet; thence northwardly 174.96 feet to the southerly margin of said Roberts Avenue, westerly 38 feet; thence southwardly 176.235 feet to the beginning.
> Being the same property conveyed to Kyne Marshall, by Deed, Instrument No. 20110127-0007583, Register's Office for Davidson County, Tennessee.

It is Ordered that any and all interest of Wife is divested out her completely and reinvested in Kyne A. Marshall solely. Husband shall be responsible for any and all indebtedness associated with that property and shall hold Wife harmless thereon.

The Husband is awarded all right, title and interest to the real property located at 926 Douglas Avenue, Nashville, Tennessee 37206, more particularly described as follows:

> Land in Davidson County, Tennessee, being the east part of Lot 29 on the Map of Sharpe & Horn's Fourth Addition, of record in Book 161, Page 172, Register's Office for said County.
>
> Said part of said Lot 29 fronts 50 feet on the southerly side of Douglas Street or Avenue and runs back between parallel lines 160 feet to an alley.
>
> Being the same property conveyed to Kyne Marshall by Deed or record in Instrument No. 20130425-0041082, Register's Office for Davidson County, Tennessee.

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It is Ordered that any and all interest of Wife is divested out her completely and reinvested in Kyne A. Marshall solely. Husband shall be responsible for any and all indebtedness associated with that property and shall hold Wife harmless thereon. The parties agree that upon execution of this Agreement, Husband shall be allowed to take out a mortgage/lien upon this property and that it is not a violation of the statutory temporary injunction.

The Husband is awarded all right, title and interest to the real property located at 1212 Stockell Street, Nashville, Tennessee 37207, more particularly described as follows:

> Being Lot No. 88 on the map of Benedict Land Company's Subdivision of Lindsley Tract, as of record in Plat Book 332, Page 40, Register's Office, Davidson County, Tennessee.
> Said Lot 88 fronts 50 feet on the westerly side of Stockell Street and runs back between parallel lines 174 ¾ feet, more or less, to an alley.
>
> Being the same property conveyed to Kyne Marshall by Deed from Shuan Donovan, Instrument No. 20130707-0001948, Register's Office for Davidson County, Tennessee.

It is Ordered that any and all interest of Wife is divested out her completely and reinvested in Kyne A. Marshall solely. Husband shall be responsible for any and all indebtedness associated with that property and shall hold Wife harmless thereon.

The Husband is awarded all right, title and interest to the real property located at 1435 Meridian Street, Nashville, Tennessee 37207, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lots Numbers 348 and 349 on the Plan of Highland Company's Subdivision, of record in Plat Book 421, Page 14, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Karen Kennedy, by deed in Instrument No. 20130318-0026862, Register's Office for Davidson County, Tennessee.

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It is Ordered that any and all interest of Wife is divested out her completely and reinvested in Kyne A. Marshall solely. Husband shall be responsible for any and all indebtedness associated with that property and shall hold Wife harmless thereon.

The Husband is awarded all right, title and interest to the real property located at 1312 Meridian Street, Nashville, Tennessee 37207, more particularly described as follows:

> Beginning at a southwest corner of Eastmoreland Street, (as shown on the Map Eastmoreland Place, of record in Book 161, page 170, in the Register's Office for Davidson County, Tennessee) and Meridian Street; thence southerly with the westerly margin of Meridian Street 50 feet; thence at right angles westerly and parallel with the southerly margin of Eastmoreland Street 140 feet; thence at right angles northerly and parallel with the westerly margin Meridian Street 50 feet to Eastmoreland Street, and thence easterly with the southerly margin of Eastmoreland Street 140 feet to the beginning.
>
> Being the same property conveyed to Marshall Rentals, LLC, of record in Instrument No. 20130821-0088193, Register's Office for Davidson County, Tennessee.

It is Ordered that any and all interest of Wife is divested out her completely and reinvested in Kyne A. Marshall solely. Husband shall be responsible for any and all indebtedness associated with that property and shall hold Wife harmless thereon.

The Husband is awarded all right, title and interest to the real property located at 1507 Meridian Street, Nashville, Tennessee 37207, more particularly described as follows:

> Land in Davidson County, Tennessee being Lot No. 74 on the map of Trinity Heights, Addition, as or record in Book 161, Page 38, Register's Office for said County.
>
> Said Lot No. 74 fronts 72 feet, more or less, on the south side of Pullan Avenue, and runs back between lines along the east margin of Meridian Street, 150 feet to an alley, in the rear on which it measures 68.6 feet, more or less.

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Being the same property conveyed to Marshall Rentals, LLC, by Deed in Instrument No. 20130628-0067160, Register's Office for Davidson County, Tennessee.

It is Ordered that any and all interest of Wife is divested out her completely and reinvested in Kyne A. Marshall solely. Husband shall be responsible for any and all indebtedness associated with that property and shall hold Wife harmless thereon.

X.

DEBTS

The parties have no joint debt. Each party shall be solely responsible for the debts incurred in their own name except for the debt on the vehicle which is awarded to Mr. Marshall in paragraph VII.

XI.

DEBTS TO MR. MARSHALL'S PARENTS

Mr. Marshall shall be responsible for and hold Ms. Marshall harmless on all monies owed to his parents. He shall assume such obligation to his parents and shall hold Ms. Marshall harmless thereon.

XII.

EQUALIZATION OF MARITAL ESTATE

In order to equalize distribution of the marital estate, Mr. Marshall shall pay to Ms. Marshall the sum of $35,000.00 via a certified check by 4:00 p.m. on or before Friday, September 19, 2014. In order to secure payment of this debt owing to Ms. Marshall, she is granted a lien against his real property located at 1007 Sharpe Avenue, Nashville, TN 37206, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 37 on the Map of Jones and Bradford Subdivision of record in Book 161, page 142, Register's Office for Davidson County, Tennessee.

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Said Lot No. 37 fronts fifty feet on the northerly side of Sharpe Avenue and runs back between parallel lines one hundred fifty four and one-half feet to an alley.

Being the same property conveyed to Kyne A. Marshall, by Deed in Instrument No. 20120620-0054001, Register's Office for Davidson County, Tennessee.

Mr. Marshall has secured financing on his real property located at 926 Douglas Avenue, Nashville, TN from Reliant Mortgage. He has been pre-approved for this loan. Ms. Marshall shall cooperate in this financing by signing any documents required by the lender. Wife will execute a release of lien and present it to Husband in exchange for the $35,000.00 certified check.

XIII.

MARSHALL RENTALS, LLC/MARSHALL RENOVATION SERVICES, LLC AND MARSHALL INVESTMENT SERVICES, LLC

Mr. Marshall is awarded all ownership interest in Marshall Rentals, LLC, Marshall Renovation Services, LLC, and Marshall Investment Services, LLC to the exclusion of Ms. Marshall. It is therefore Ordered, Adjudged and Decreed that any interest of Ms. Marshall in Marshall Rentals, LLC, Marshall Renovation Services, LLC, and Marshall Investment Services, LLC are divested out of her entirely and reinvested solely in Mr. Marshall.

XIV.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs in enforcement of the same.

XV.

ACCEPTANCE BY THE PARTIES

With respect to each party's responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that pursuant to the Bankruptcy Abuse, Prevent and Consumer Protection Act of 2205, that

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the parties intend the various payments and obligations contained herein be in the nature of a domestic support obligation and therefore are intended to be non-dischargeable even though a bankruptcy court may determine later that the payments and obligations contained herein are dischargeable.

XVI.

NOTICE PURSUANT TO T.C.A. §36-4-134

T.C.A. §36-4-134. Notice that the decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property.

> (a) Every final decree of divorce granted on any fault ground of divorce and every marital dissolution agreement shall contain a notice that the 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. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.
>
> (b) failure to include the notice required by subsection (a) shall not affect the validity of the decree of divorce, legal separation or annulment.

XVII.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XVIII.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

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XIX.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XX.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XXI.

COURT COSTS

Husband shall pay the litigation tax and any remaining costs of this cause.

XXII.

ATTORNEY FEES

Each party shall be responsible for his or her own attorney fees in this matter.

XXIII.

MAIDEN NAME

Wife shall be restored to her maiden name of Karen Allison Kennedy.

Witness our hands, this 5 day of July, 2014, as to the Wife and the 5TH day of AUGUST, 2014, as to the Husband.

Copy

KAREN A. MARSHALL

KYNE MARSHALL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **Karen A. Marshall**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5 day of August, 2014.

NOTARY PUBLIC

D. SCOTT PARSLEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Expires May 8, 2018

My Commission Expires: 5/8/18

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named **Kyne Marshall**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of August, 2014.

Melissa Morgan
NOTARY PUBLIC

MELISSA MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-07-2017

My Commission Expires: 3/7/17

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NOTICE: 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 each party's best interest to cancel, close or freeze any jointly held accounts.

Entered this 27 day of August, 2014.

HONORABLE PHILLIP ROBINSON

APPROVED FOR ENTRY:

James E. Conley, BPR # 004683
Attorney for Plaintiff
111 West Grundy Street
Tullahoma, Tennessee 37388
(931) 455-1750

Kamie L. Hefner, BPR #018032
7110 Town Center Way, Suite 2
PO Box 992
Brentwood, TN 37024
(615) 370-9800

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to the following on the 27 day of August, 2014:

James F. Conley, Esq.
111 West Grundy Street
Tullahoma, TN 37388

Kamie L. Hefner, Esq.
7110 Town Center, Suite 2
P.O. Box 992
Brentwood, TN 37024

Melissa Barnes
Deputy Clerk

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 27 day of AUGUST , 2014 , in the Case Number 14D582 between MARSHALL, KAREN A Plaintiff, and MARSHALL, KYNE 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 29 day of SEPTEMBER in the year two thousand fourteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

