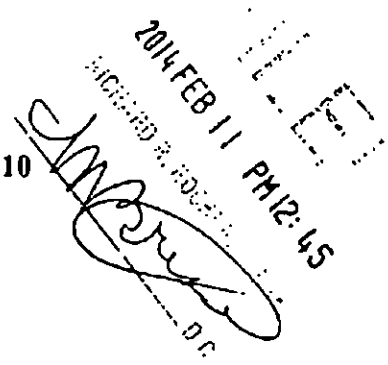
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

KIMBERLY ANN SAVONA,	)	
	)	
Plaintiff/Wife,	)	
	)	
v.	)	NO. 13D2910
	)	
ANTHONY LEONARD SAVONA,	)	
	)	
Defendant/Husband.	)	



FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 11th day of February, 2014, before the Honorable Philip E. Smith, on the Complaint for Divorce filed by Plaintiff/Wife, and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court, statement of counsel, statement of the Wife, and the entire record in this cause, from all of which this Court is of the opinion and so finds that:

1. The parties hereto have irreconcilable differences in their marriage;

2. The parties have entered into a written, executed Marital Dissolution Agreement filed with the Court on January 24, 2014, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

BILL GARRETT, Davidson County
Trans:T20140081876 DEEDDIV
Recvd: 10/30/14 12:32 17 pgs
Fees:87.00 Taxes:0.00
20141030-0100191

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2014 JAN 24 PM 3:36
RICHARD R. ROOKER, CLERK
D.C.

KIMBERLY ANN SAVONA,	)	
	)	
Plaintiff/Wife,	)	
	)	
v.	)	NO. 13D2910
	)	
ANTHONY LEONARD SAVONA,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made by and between the parties, **ANTHONY LEONARD SAVONA,** (hereinafter referred to as "Husband") and **KIMBERLY ANN SAVONA,** (hereinafter referred to as "Wife");

WHEREAS, the parties were married on December 19, 2008 in Macomb County, Michigan; and

WHEREAS, there are no minor children born of this marriage; and

WHEREAS, certain irreconcilable differences and difficulties have arisen between the parties, and a divorce action has been instituted and is now pending in the Circuit Court for Davidson County, Tennessee, under Docket No. 13D2910, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the parties as a consequence of disputes and apparent irreconcilable differences wish to make arrangements in connection with the dissolution of their marriage and to settle amicably all property, and marital property and debts growing out of the marital relationship;

IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

1. **DIVORCE.** Wife shall be awarded a divorce on the grounds of irreconcilable differences, and she shall be restored to the rights and privileges of an unmarried person. The parties acknowledge and

Copy

agree that this Marital Dissolution Agreement shall be presented to the Court for ratification and approval as soon as possible from and after its execution and, upon approval by the Court, shall be incorporated into a Final Decree of Divorce.

2. **REAL PROPERTY.** Wife is awarded the real property located at 39 Ashington Lane, Brentwood, Davidson County, Tennessee 37027, Map/Parcel Numbers: 160110A11500CO, and Husband is divested of any and all right, title, claim and/or interest to such real property. Said real property is more fully described as follows:

> **Land in Davidson County, Tennessee, being all of Lot No. 115, on the Plan of Revised, Phase IV, Hemmingwood, as shown by plat appearing of record in Plat Book 6900, Page 574, of the Register's Office of Davidson County, Tennessee, to which plate reference is hereby made for more complete details of said lot.**
>
> This is improved real property, known as: 39 Ashington Lane, Brentwood, Tennessee 37027.

Wife shall be responsible for paying the mortgage, any other loans associated with this real property, property taxes, homeowner's insurance, homeowner's association fees, maintenance, and any other expenses associated with this real property, and shall hold Husband harmless from any liability thereon.

Wife is awarded the real property located at 5312 Edmondson Pike #6, Nashville, Davidson County, Tennessee 37211, Map-Parcel Numbers 161-1-A, and Husband is divested of any and all right, title, claim and/or interest to such real property. Said real property is more fully described as follows:

> **Being Unit No. 5312-#6 as shown on the Plate of Danbury of record in Book 6612, Page 122, Register's Office for Davidson County, Tennessee, together with Garage No. 8, together with an undivided interest in the common elements of the Danbury Homeowners' Association, all as described in Book 6612, Page 75, et seq., said Register's Office.**
>
> This is improved real property, known as: 5312 Edmondson Pike #6, Nashville, Tennessee 37211.

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Wife shall be responsible for paying the mortgage, any other loans associated with this real property, property taxes, homeowner's insurance, homeowner's association fees, maintenance, and any other expenses associated with this real property, and shall hold Husband harmless from any liability thereon.

Husband shall continue to be responsible for the lease on his rental home located at 18540 Campo Drive, Building 45, Suite 4507, Clinton Township, Michigan 48038. Husband shall be responsible for paying the mortgage, maintenance, and any other expenses associated with this rental home, and shall hold Wife harmless from any liability thereon.

3. **AUTOMOBILES.** Husband is awarded all right, title and interest in and to the ~~2006~~ 2005 Chevrolet Avalanche automobile, Vehicle Identification # ~~36NEK/22B56277~~ 362. Husband shall be solely responsible for any loan payments, insurance expenses, maintenance and upkeep expenses associated with this automobile, and hold Wife harmless for the same.

Wife is awarded all right, title and interest in and to 2006 Chrysler 300C automobile, Vehicle Identification # 2C3KA63H96H136100. Wife shall be solely responsible for any loan payments, insurance expenses, maintenance and upkeep expenses associated with this automobile, and hold Husband harmless for the same.

4. **PERSONAL PROPERTY.** Each party is awarded all other personal property in his or her possession. Each party shall receive as their separate personal property their clothing, jewelry, personal effects, shoes, and accessories and items which were gifted to them, inherited by them, or which they brought into the marriage. Each party shall receive these items free and clear of any claim, title, right and/or interest of the other spouse.

5. **BANK ACCOUNTS.** Wife shall be awarded her Bank of America checking account ending in numbers 3451, free and clear of any claim, right and/or interest of Husband.

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Wife shall be awarded her Bank of America money market savings account ending in numbers 5042, free and clear of any claim, right and/or interest of Husband.

Husband is awarded all of his bank accounts in his separate name, free and clear of any claim, right and/or interest of Wife.

From the date of this agreement, each party shall be responsible for their respectively awarded accounts. Neither shall make withdrawals from the other's account without the account owner's express written permission and each party shall be solely responsible for and shall indemnify the other spouse from any obligations incurred on any accounts of the owner of the other as of the date of this agreement.

6. **RETIREMENT ACCOUNTS.** Wife is awarded all right, title, claim and/or interest in her Taubman Vanguard Retirement Savings Plan account ending in numbers 1892, and Husband is divested of all right, title, claim, and/or interest in such retirement account.

Husband is awarded all right, title, claim and/or interest in any retirement accounts in his separate name, and Wife is divested of all right, title, claim, and/or interest in any such retirement accounts.

From the date of this agreement, each party shall be responsible for their respectively awarded accounts. Neither shall make withdrawals from the other's account without the account owner's express written permission and each party shall be solely responsible for and shall indemnify the other spouse from any obligations incurred on any accounts of the owner of the other.

7. **INVESTMENT ACCOUNTS.** Wife is awarded all right, title, claim and/or interest in her Charles Schwab brokerage account ending in numbers 7859, and Husband is divested of all right, title, claim, and/or interest in such brokerage account.

Husband is awarded all right, title, claim and/or interest in any investment accounts in his separate name, and Wife is divested of all right, title, claim, and/or interest in any such investment accounts.

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8. LIFE INSURANCE & ANNUITITES. Wife is awarded her Athene Flexible Premium Deferred Annuity, contract number ending in 2113, and Husband is divested of all right, title, claim, and/or interest in such annuity.

Each party is awarded any life insurance policies and annuities in their individual names and shall be allowed to designate the beneficiary of his or her choice.

9. BUSINESS INTEREST. Husband shall be awarded his business, Sterling Financial Network, Inc., and all of its assets and equipment free and clear of any claim, title, right and/or interest of Wife. Husband shall hold Wife harmless for any liability thereon.

9. DEBTS. Wife agrees to pay and assume sole responsibility for the balance owed on her American Express credit card account ending in numbers 5002 and indemnify and hold Husband harmless from any further liability thereon.

Wife agrees to pay and assume sole responsibility for the balance owed on her Mastercard credit card account ending in numbers 8975 and indemnify and hold Husband harmless from any further liability thereon.

Wife agrees to pay and assume sole responsibility for the balance owed on her Mastercard credit card account ending in numbers 9050 and indemnify and hold Husband harmless from any further liability thereon.

Husband agrees to pay and assume sole responsibility all debts in his separate name and indemnify and hold Wife harmless from any further liability thereon.

The parties warrant and represent that there is no other joint debt, except as specifically set forth herein. Except as specifically set forth herein, each party is awarded those debts, credit card charges or other liabilities in their separate names and shall indemnify and keep the other spouse harmless from any

Copy

further liability thereon. The parties agree not to incur any additional debt in the joint names of the parties, or in the other party's name hereafter.

10. MEDICAL INSURANCE. The parties stipulate that they have complied with the terms of Tennessee Code Annotated §56-7-2366. Each party shall be responsible for paying for his or her own health insurance as of the date the divorce is granted. Wife shall pay to Husband a lump sum of $21,665.52 by the date of entry of the divorce to cover Husband's health insurance costs for the following 36 months.

11. ALIMONY. Both parties waive any right to alimony.

12. ATTORNEY FEES AND MEDIATION COSTS. The parties agree that each party shall be responsible to pay any and all of their unpaid individual and separate attorney fees to their attorneys. Wife shall be solely responsible to pay all of her individual and separate attorney fees to her attorney, Katie Mathews Zipper, and the law firm of Rogers, Kamm & Shea. Husband is *pro se*, but he shall be solely responsible to pay any attorney fees he incurs.

13. COURT COSTS. The parties shall equally divide all unpaid court costs associated with the divorce proceeding pending in the Circuit Court for Davidson County, Tennessee.

14. WAIVER OF DISCOVERY. By signing this Agreement, each party indicates that they do not want to proceed with formal discovery, including completing interrogatories and request for production of documents or discovery deposition that are designed to discover assets or debts. The parties further release the attorney of record from any obligation to complete the discovery process. The parties acknowledge that to the best of their knowledge there are no assets owned by them, either 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 and the parties warrant and represent that the individual values placed upon the assets by the parties to this cause are fair and accurate representation of the value of the asset. Should it

Copy

develop that there were any undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same or if it is later determined that the value of an assets was intentionally or negligently misrepresented by either party, the party to whom the misrepresentation was made shall have a right to an equitable share of the true fair value of the asset. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

15. CREDITORS. **Pursuant to the provisions of Tennessee Code Annotated § 36-4-134, by their signatures appearing below the parties warrant and acknowledge they have each read and understand the following notice: The provisions of this Marital Dissolution Agreement do not necessarily affect the ability of a creditor to proceed against a party to this Agreement, or that party's property, even though the party is not responsible to a creditor under the terms of this Agreement 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.**

16. NON-DISCHARGEAGILITY. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts, or payments and/or indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. § 523(5), which is not dischargeable in Bankruptcy as to the other party.

17. TORT CLAIMS. The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

18. TAXES. Each party agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned

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and/or received by him or her or losses or deductions taken by him or her during any year for which the parties file, or have filed, joint income tax returns. Further, each party agrees to hold the other party harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due. The parties will file a separate tax return for 2013. Each party shall pay taxes on his or her income.

The parties intend and agree that all transfers of property as provided for herein are subject to the provision Section 1041, Internal Revenue Code of 1954 as amended, entitled "Treatment of Transfers of Property Between Spouses or Incident to Divorce", and that they shall be accounted for and reported on his or her respective individual income tax returns in such a manner such that no gain or loss shall be recognized as a result of the division and transfer of property as provided for herein. Each party shall file his or her Federal and State tax returns, and report his or her income and losses thereon, consistent with the foregoing intent of reporting the division and transfers of property as a non-taxable event.

19. **INDEMNIFICATION.** In the event a creditor of either party seeks makes a claim against the other party, which is upheld by a Court of competent jurisdiction to pay any debt for which the other party is 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 any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

20. **ENFORCEMENT.** In the event that it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

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21. INCORPORATION INTO FINAL DECREE. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the Circuit Court for Davidson County, Tennessee. This Agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

22. FINAL SETTLEMENT. 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 obligations of the respective parties hereto and shall constitute a discharge of any and all claims arising out of their marital relationship. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required 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, dissent, or distribution, or right to act as an 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

23. REVOCATION OF BENEFICIARY. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary, if any, will be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party will receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

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

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25. **FULL DISCLOSURE.** The parties acknowledge that there are no assets owned by them, either jointly or separately, and that they have no interest in any other assets other than those which are reflected by the terms of this Agreement. The parties warrant and represent that they have made full and complete disclosure to each other and their respective attorneys of all assets in which they have an interest. Should it develop there were undisclosed assets, the party to whom the assets were not disclosed shall have the right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

26. **VOLUNTARY AGREEMENT.** Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation and or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

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

28. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

29. **EXECUTION OF DOCUMENTS.** 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.

30. **AMENDMENT OF AGREEMENT.** 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.

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31. **TENNESSEE LAW.** This Agreement shall be construed under the laws of the State of Tennessee.

32. **ENFORCEMENT BY MOTION.** The parties acknowledge that the signing of this Agreement shall confer on either party the right to compel enforcement of this Agreement by motion to the Court.

IN WITNESS WHEREOF, the parties have set their signatures.

JAN. 13, 2014
DATE

Anthony Leonard Savona
ANTHONY LEONARD SAVONA

Jan. 23, 2014
DATE

Kimberly Ann Savona
KIMBERLY ANN SAVONA

Copy

STATE OF Michigan }
COUNTY OF Oakland }

Personally appeared before me, Jennifer Kales, a Notary Public in and for the aforesaid State and County, the within-named **ANTHONY LEONARD SAVONA** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand in Bloomfield Hills (city), Mi (state) this 13 day of January, 2014.

Jennifer Kales
NOTARY PUBLIC

My Commission Expires May 1, 2014.
DATE

JENNIFER KALES
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 1, 2014
ACTING IN COUNTY OF Oakland

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Laura Schumacher, a Notary Public in and for the aforesaid State and County, the within-named **KIMBERLY ANN SAVONA**, with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand in Nashville, Tennessee this 23rd day of January, 2014.

Laura Schumacher
NOTARY PUBLIC

My Commission Expires 11/6/17.
DATE

LAURA C. SCHUMACHER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-6-2017

Copy

It is therefore, **ORDERED, ADJUDGED AND DECREED** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects; and it is further,

ORDERED, ADJUDGED AND DECREED that the Plaintiff/Wife, Kimberly Ann Savona, is hereby awarded an absolute divorce from the Defendant/Husband, Anthony Leonard Savona, on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person; and it is further,

ORDERED, ADJUDGED AND DECREED that the Plaintiff/Wife, shall be restored to her maiden name of Kimberly Ann Shadwick; and it is further,

ORDERED, ADJUDGED AND DECREED that the parties shall be equally responsible for all unpaid court costs of this cause, for which execution may issue if necessary; and it is finally,

ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Final Decree of Divorce.

The addresses of the parties are as follows:

Ms. Kimberly Savona
39 Ashington Lane
Brentwood, TN 37027

Anthony Leonard Savona
18540 Campo Drive, Building 45, Suite 4507
Clinton Township, MI 48038

DATED this the 11th day of February, 2014.

JUDGE PHILIP E. SMITH

Copy

APPROVED FOR ENTRY:

Katie M. Zipper

KATIE MATHEWS ZIPPER, NO. 30407
ROGERS, KAMM & SHEA
Attorney for Plaintiff/Wife
The Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 320-9933 (Fax)

Elizabeth Garrett with permission KMZ

ELIZABETH GARRETT, NO. 22093
JACKSON, KWELLER, MCKINNEY,
HAYES, LEWIS & GARRETT
Attorney for Defendant/Husband
214 Second Avenue North, Suite 103
Nashville, Tennessee 37201
(615) 256-2602 (Telephone)
(615) 242-5967 (Fax)

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this the 28th day of January, 2014, a true and exact copy of the foregoing **Final Decree** has been forwarded to the persons listed below:

Elizabeth Garrett, Esq.
Attorney for Husband
Jackson, Kweller, McKinney,
Hayes, Lewis & Garrett
214 Second Avenue North, Suite 103
Nashville, TN 37201

by the method identified as follows:

✓	U.S. Mail, Postage Prepaid
____	Hand Delivered
____	Overnight Delivery Service
____	Certified Mail, Return Receipt Requested
____	Facsimile
____	Email

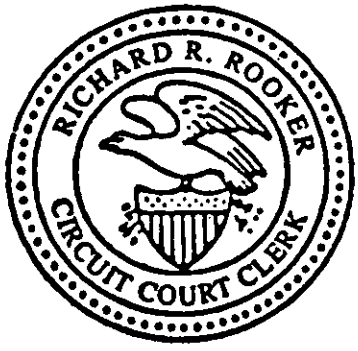
Katie M. Zipper
KATIE MATHEWS ZIPPER

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 11 day of FEBRUARY, 2014, in Docket Number 13D2910 between SAVONA, KIMBERLY ANN, Plaintiff, and SAVONA, ANTHONY LEONARD, 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 14 day of OCTOBER in the year two thousand fourteen and in the 238th year of American Independence.

RICHARD R. ROOKER, Clerk,



By: _____

Deputy Clerk

[SEAL]