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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Lynette Sue Snyder
Wife,

v.

Kenneth Binion
Husband.

Docket No. 15D637

FILED
2015 JUL -1 AM 10:39
RICHARD R. ROOKER, CLERK
D.C.

FINAL DECREE OF DIVORCE

This cause came be heard on the 1st day of July, 2015, before the Honorable Phillip Robinson, Circuit Court Judge for Davidson County, Tennessee. Upon the Complaint for Divorce filed by the Plaintiff, Lynette Sue Snyder, the Marital Dissolution Agreement entered into by the parties, testimony before the court, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences.

It is therefore ORDERED that Plaintiff, Lynette Sue Snyder is hereby awarded an absolute divorce from the Defendant, Kenneth Binion, on the grounds of irreconcilable differences, pursuant to T.C.A. § 36-4-101(14), that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved, and the parties are hereby restored to all the rights and privileges of unmarried persons.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement, and the same MAKES IT AN ORDER OF THE COURT are hereby incorporated in words and figures as follows:

BILL GARRETT, Davidson County
Trans:T20150102388 DEEDDIV
Recvd: 12/03/15 13:06 15 pgs
Fees:77.00 Taxes:0.00
20151203-0121972

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FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2015 JUN -5 PM 2:28

RICHARD R. ROOKER, CLERK

Lynette Sue Snyder
Wife,

R Thomas D.C.

v.

Docket No. 15D637

Kenneth Binion
Husband.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made between **Lynette Sue Snyder**, hereinafter referred to as "Wife", and **Kenneth Binion**, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and

WHEREAS, a Complaint for Divorce has been filed in the Third Circuit Court for Davidson County, Tennessee, styled as above; and

WHEREAS, Husband is aware that Wife intends to file a Complaint for Divorce against him in the Circuit Court for Davidson County, Tennessee, and hereby waives service of process; and

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

WHEREAS, the parties during this marriage have acquired certain personal and real property and have likewise become obligated on certain debts; and

WHEREAS, both parties agree and stipulate that this Agreement makes full and adequate provision for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

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WHEREAS, neither party at the time of the execution of this Agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, Wife is represented by Lawrence Ballew, Attorney, and Husband is represented by Todd Sandahl, Attorney; and

WHEREAS, the parties hereto now wish to enter into a full and complete Marital Dissolution Agreement, which Agreement is equitable and sufficient to settle any and all property rights between the parties, and which Agreement will ask the Court to approve and incorporate into a Final Decree of Divorce in the event the Court should find that Wife is entitled to a divorce on the grounds of irreconcilable differences;

NOW, THEREFORE, for good and sufficient consideration, including the mutual promises, covenants, and recitals set forth herein, the parties hereto mutually agree as follows:

1. **Divorce.** Wife shall receive an absolute divorce on the grounds of irreconcilable differences.

2. **Divorce Proceeding Filed.** Wife has filed a Complaint for Divorce which is now pending in the Circuit Court for Davidson County, Tennessee, under case number 15D637. Each party, by signing this Agreement, waives further service of process or notice, and specifically waives any objection he or she has or may have as to venue.

3. **Children.** There are no minor children born of this marriage.

4. **Real Property.** The parties own real property at attached improvements located at: 1727 B 3rd Avenue North, Nashville, TN 37208. The property shall be vested solely in Lynette Sue Snyder ("Wife"). Kenneth Binion ("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. Husband, by executing this agreement, hereby conveys any and all interest he may have and

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releases any claim he may have in the property to Wife, the following tract or parcel of land, along with any and all improvements, described as follows:

Land in Davidson County, Tennessee, being Unit B as shown on the Plat of Homes at 1727 3rd Avenue North, attached as Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Homes at 1727 3rd Avenue North, a Horizontal Property Regime with Private Elements, of record in Instrument Number 20131003-0104208, in the Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of the property.

Being the same property conveyed to Lynette S. Snyder and Kenneth Binion by Warranty Deed from Prime Nashville, LLC., of record in Instrument No. 20140811-0072206, Register's Office for Davidson County, Tennessee, dated August 6th, 2014 and recorded on August 11th, 2014.

This instrument was prepared by Lawrence Ballew, Attorney for Lynette Sue Snyder. No title search was performed as part of preparing this instrument.

5. **Personal Property.** The parties have, met and have agreed upon an equitable division of their personal property, furniture, household furnishings, personal effects, and other items of personal property. After the execution of this Marital Dissolution Agreement, each party shall be free to dispose of his or her personal property as fully and effectively as if he or she was unmarried.

Each party shall retain their respective articles of clothing, jewelry, and personal effects, free of any claim by the other party.

The parties warrant that they are satisfied with the present distribution of any and all personal property.

6. **Separate Property.** Except as otherwise noted in this Agreement, the parties shall receive as their separate personal property all property acquired in their individual names prior to the marriage.

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7. **Motor Vehicles.** The parties each own a vehicle. Each party affirmatively acknowledges that the vehicle in their possession is titled solely in their name and any debt secured by the vehicle is in his or her name solely. There are no vehicles owned jointly by the parties. Each party will retain their vehicle as their sole and separate property free from any claim by the other party. Each party shall be fully responsible for any and all debt, liability, and expenses associated with the ownership of his or her vehicle.

8. **Bank Accounts.** The parties acknowledge each to the other that the funds contained in any joint checking, savings, credit union, money market, certificate of deposit, or like monetary accounts, have already been divided and each warrant that he or she is satisfied with the present distribution of said funds.

9. **Retirement Funds.** Each party shall receive as their individual property, free from any claim by the other party, any funds on deposit in any retirement account of any kind whatsoever in his or her individual name, including, but not limited to, savings plans, pension plans, 401(k) plans, 403(b) plans, Individual Retirement Accounts (IRAs), TIAA-CREF plans, deferred compensation plans, etc.

10. **Stocks, Bonds, and Equities.** The parties acknowledge each to the other that neither party owns any share of any stock, bond, or equity, other than what is specifically mentioned herein.

11. **Debts.** Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred solely by her in her name and further agrees to hold Husband harmless and indemnify him from any liability for said debts. Husband likewise agrees, except as otherwise provided herein, that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred solely by him in his name and further agrees to hold Wife harmless and indemnify her from any liability for said debts. In addition, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

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Husband and Wife affirmatively aver that there are currently no debts held jointly by the parties.

12. **Credit.** The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each party warrants that there are not charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making such charges shall be responsible for the payment of those unrevealed charges.

13. **Income Tax.** The parties will continue to file their income taxes separately.

Husband and Wife each represent and warrant to the other that all federal income tax returns during the marriage are or were, in all respects, true, correct and complete, and fully and accurately reflect the income and deductions for those years.

14. **Tax Advice.** Counsel preparing this Agreement have not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property, including but not limited to retirement benefits, 401(k) plans, IRAs, or other pension plans, and have advised each party to seek other independent advice as to potential tax consequences and penalties of transfer.

15. **Alimony.** Neither party shall pay alimony, in any form, to the other.

16. **Attorney's Fees.** Each party shall be responsible for his or her own attorney's fees.

17. **Court Costs.** Any remaining court costs shall be divided equally between the parties.

18. **Attorney Relieved.** Wife is represented by Lawrence Ballew, Attorney at Law. Husband is represented by Todd Sandahl, Attorney at Law. 30 days after entry of the final decree, Lawrence Ballew and Todd Sandahl shall be relieved as attorneys of record in this cause.

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GENERAL PROVISIONS

19. Both parties have received notice and are aware that creditors and lenders are not bound by the agreement of the parties to divide their accounts, any debt associated with accounts or debts. Creditors retain their ability to proceed against a party or a party's property, even though the party is not responsible under the terms of this Agreement or order of the court. It may be in either party's best interest to cancel, close or freeze any jointly held accounts.

20. This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale of exchange or other disposition, but represents a division of property by co-owners.

21. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree and intend to create an obligation that is a non-dischargeable debt as spousal support under 11 USC section 523(a)(5) or section 523 (a)(15) of the Bankruptcy Code. The parties agree that with respect to the debts that they are assuming, each debtor has the ability to pay said debts from income not reasonably necessary for the maintenance or support of the debtor, or debtor's dependents, or own business. Each debtor also states that the benefit to the former spouse or children) outweighs the determent that it could cause to said debtor. This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable. However, the parties acknowledge the determination of any issue arising under this section is in the exclusive jurisdiction of the United States Bankruptcy Court.

22. Except as specifically stated otherwise in this Agreement, the terms of this Agreement shall be interpreted such that the party who takes exclusive possession of any item or property agrees to become fully and completely responsible for payments of any debt secured by the item or property, as well as responsibility for any rent, lease, maintenance, repair, insurance, or any

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other costs incurred as part of ownership or possession of the property. The party in possession of the property shall indemnify and hold the other party harmless for any and all liability, financial or otherwise, relative thereto.

23. Except as otherwise specifically noted within this Agreement, neither party shall be responsible for a debt incurred by the other party since the separation and neither party shall have any interest in any asset acquired by the other party since the separation.

24. In the event that, at a future date, it becomes necessary for either party to institute legal proceedings to enforce this Agreement or any provision thereof, the successful party shall be entitled to a judgment for reasonable expenses, including attorneys' fees, and court costs, incurred in prosecuting the action.

25. The parties expressly understand and agree that this Agreement is intended to be a complete and 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. 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. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

26. The parties agree that any future disputes arising under this Marital Dissolution Agreement shall be governed by the laws of the State of Tennessee.

27. 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 from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution,

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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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

28. Both parties hereby acknowledge that they are fully apprised of all of the assets and liabilities of the marriage and of their spouse, and that they wish to proceed with the above-styled divorce action with all possible speed, and to minimize costs and attorneys fees associated therewith. Both parties affirm that they are of sound mind and body, that they are under no physical, mental or emotional conditions or using any medications that would affect their ability to read or understand the terms of this document. By signing this document, each party indicates that that they do not want to proceed with, or continue with, formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts. The parties further release the attorney(s) of record from any obligation to complete the discovery process. Both parties acknowledge that they have not been given any tax advice or advice regarding valuation of assets by their attorney(s). 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 each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

29. Each party acknowledges that they have provided the other party with a full and complete disclosure of their current personal holdings, howsoever held, prior to the execution of this Agreement and based upon that information, the terms of this Agreement and the division of personal property have been relied upon by each party.

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30. Should any term of this Agreement be violated, justifiably causing the innocent party to pay a claim, debt, or prior obligation incurred by the wrongful party, the innocent party making such justifiable payment shall upon receiving court approval, be entitled to indemnity from the other party for the actual amount paid, attorney's fees actually incurred, and any interest actually paid, not to exceed the minimum rate allowable by law. Each party shall hold harmless and indemnify the other party in any other individual debt, especially any debt relating to property which has become the exclusive property of the party, except as otherwise provided herein.

31. It is understood and agreed between the parties that, as a part of the consideration for the execution of this Agreement, each party willingly executes and delivers any and all instruments necessary or required in order to implement the terms of this Agreement, upon their presentation to the other party.

32. A modification or waiver of any or all of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required, and this requirement cannot be waived by oral agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

33. If there is any property interest (such as a retirement plan, bank account, stock) or effect thereof (such as interest, dividends or a lump sum payment that actually can only be paid in installments) which is not provided for in this Agreement, then that property interest or effect thereof shall be equally divided between the parties. If it is established by a preponderance of the evidence that a party misrepresented or intentionally concealed a property interest, the effect thereof or an important characteristic thereof, the interest of the concealing party will be

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transferred in full to the non-concealing party and the concealing party will pay all costs, fees, expenses, attorney's fees, and damages of the non-concealing party caused by said concealment.

34. 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 shall 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 shall 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 a Parenting Plan also incorporated into this Agreement) or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

35. 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.

36. This Agreement shall be exhibited to the Court at the final hearing in the above-captioned matter and shall be incorporated into the final judgment of the Court in said case.

IN WITNESS WHEREOF, the parties have executed this instrument as evidenced by their signatures on the dates shown below:

date: 6/4/2015
Lynette Sue Snyder
Wife

date: 6/4/2015
Kenneth Binion
Husband

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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, **Lynette Sue Snyder**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 4th day of June, 2015.

NOTARY PUBLIC

My Commission Expires: 11-5-2018

LAWRENCE A. BALLEW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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, **Kenneth Binion**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 4th day of June, 2015.

NOTARY PUBLIC

My Commission Expires: 7/11/17

SIMONE CUARINO
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

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As part of this ORDER, both parties are put on NOTICE that creditors and lenders are not necessarily bound by the agreement of the parties to divide their accounts, or any debt associated with accounts or debts. Creditors retain their ability to proceed against a party or a party's property, even though the party is not responsible under the terms of this agreement or order of the court. It may be in either party's best interest to cancel, close or freeze any jointly held accounts. *(Per T.C.A. § 36-4-134)*

It is further ORDERED that remaining costs shall be split equally between the parties.

It is finally ORDERED that, except where specifically noted otherwise, all provisions of this Decree shall become effective immediately and execution may issue to enforce any of its provisions.

ENTERED this the 1 day of July, 2015.

Judge Phillip Robinson

Approved for entry:

Lawrence A. Ballew, #25252
Attorney for Wife
339 Harrison Street
Nashville, TN 37219
(615) 244-1018 x 102
Lawrence@StaceyandBallew.com

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 30th day of June, 2015, a true and exact copy of this pleading has been forwarded to the person(s) listed below:

M. Todd Sandahl
234 First Avenue South
Franklin, TN 37064
Email: TSandahl@mtslaw.com

Using the following method:
__X__ Deposit in the U.S. Mail, Postage Prepaid
_____ Hand Delivery
_____ Fax
_____ Certified Mail, Return Receipt Requested
__X__ Email

Lawrence Ballew, #25252

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 01 day of JULY, 2015, in Docket Number 15D637 between SNYDER, LYNETTE SUE, Plaintiff, and BINION, KENNETH, 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 03 day of DECEMBER in the year two thousand fifteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

