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RICHARD R. ROOKER, CLERK
D.C.

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

2003 APR 28 PM 1:43
RICHARD R. ROOKER, CLERK
B. Rawls D.C.

KELLY LYNN SHORTT,

Plaintiff,

vs.

LARRY WAYNE SHORTT,

Defendant.

Docket No. 03D-203

NOTICE OF ENTRY REQUESTED

FINAL DECREE OF DIVORCE

This cause came to be granted on the 28 day of April, 2003, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Nashville, Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties has made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Wife, KELLY LYNN SHORTT, should be and is hereby granted an absolute divorce from the Husband, LARRY WAYNE SHORTT, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

Bill Garrett Davidson County
Batch# 53860 DEEDDIV
02/01/2018 12:59:30 PM 13 pgs
Fees: $67.00 Taxes: $0.00
20180201-0010409

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2007 JAN 28 PM 4:01
RICHARD R. ROOKER, CLERK
D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

KELLY LYNN SHORTT,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Docket No. 03D203
	)	
LARRY WAYNE SHORTT,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, KELLY LYNN SHORTT, (hereinafter referred to as the "Wife") and LARRY WAYNE SHORTT, (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and

WHEREAS, it is understood that the Wife will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Husband, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Husband in this cause, for the purpose of granting the Wife a divorce upon the grounds of irreconcilable differences; and

WHEREAS, the Wife owns real property and the parties own some items of personal property;

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

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I. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 1999 Toyota RAV4 which she drives as her vehicle, titled in the Wife's name. It is furthered agreed by and between the parties that any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any further debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the ___ Oldsmobile _____ which he drives as his vehicle, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that they shall each own as their sole property the household items now in their possession, free and clear of any interest or claim of the other party.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

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The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the Wife located at 1304 Donelson Avenue, Old Hickory, Davidson County, Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from Husband and reinvested in the Wife. The property is more particularly described as follows:

> BEING Lot No. 8 on the Plat of Section I, Rolling Green Subdivision, Village of Old Hickory, Fourth Civil District, Davidson County, Tennessee, as shown on plan recorded 8/21/1948 on Book 1424. Page 76, Register's Office for Davidson County, Tennessee; fronting 90 feet on Donelson Avenue and containing 0.63 acres, more or less.
> Subject to and/or reserving two special utility easements: one 10 feet wide for electricity and/or telephone, and one 10 feet wide for sewer line; and all rights in connection with said easements, including the ingress and egress over the property herein conveyed for servicing easements, are expressly reserved to the grantor. If special easements may not be reused for a different or dissimiliar purpose. All as shown on said recorded plan, which is made a part of this description by reference thereto.
> BEING the same property conveyed to Kelly L. Shortt and husband, Larry W. Shortt by deed dated 1/6/00 of record as Instrument No. 200001210007175, Register's Office for said County.
> Said Larry W. Shortt joins in this Deed of Trust for the purpose of conveying and waiving such marital rights, if any, he may have in and to the said property. The said Larry W. Shortt having no personal liability in connection with the loan to which reference is made herein.
> THIS CONVEYANCE IS SUBJECT to any and all restrictions, easements, setback lines, conditions, plat of record, and encumbrances of record in the Register's Office for the aforesaid County.
> Said property having a physical address of: 1304 Donelson Avenue, Old Hickory, TN 37138.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that Wife shall indemnify and hold the Husband harmless thereon.

V. RETIREMENT PLANS.

The parties acknowledge that the Wife has acquired an interest in a retirement/pension/profit sharing plan with Steinmart. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that he might have in the retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of Husband in the retirement/pension/profit sharing plan of the Wife shall be divested from him and reinvested in the Wife, so that Wife shall own her retirement/pension/profit sharing plan as her sole property, free and clear of any interest or claim of the Husband.

The parties acknowledge that the Husband has not acquired an interest in a retirement/pension/profit sharing plan.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have not incurred joint debts during the marriage. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that each shall file a separate income tax return for the 2003 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2003 tax year.

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X. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Wife.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and 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 others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

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XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

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.

XIX. SEVERABILITY.

In the event that 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.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES.

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 that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This

financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. 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.

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon 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 Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. MAIDEN NAME RESTORED.

It is hereby agreed by and between the parties that the Wife's maiden name of SAVAGE be restored to her so that her name will be KELLY LYNN SAVAGE.

Copy

WITNESS OUR HANDS, this 18th day of December, 2002, as to the Wife, and this 18th day of December, 2002, as to the Husband.

Kelly Lynn Shortt
KELLY LYNN SHORTT

Larry W. Shortt jr.
LARRY WAYNE SHORTT, JR.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, KELLY LYNN SHORTT, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 18th day of December, 2002.

NOTARY PUBLIC

My Commission expires: 11/27/2004

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, LARRY WAYNE SHORTT, JR., with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 18th day of December, 2002.

NOTARY PUBLIC

My Commission expires: 9/25/04

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It is, further, ORDERED, ADJUDGED, and DECREED that the costs of this cause should be and are hereby taxed to the Wife, for which let execution issue if necessary.

The address of the parties at the time of the Final Decree of Divorce are as follows:

Wife	Husband
1304 Donelson Ave	4701 Old Hickory Blvd B-209
Old Hickory, TN 37138	Hermitage, TN 37076

ENTER THIS THE 28 DAY OF April, 2003.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY

ROBERT J. TURNER & ASSOC., P.C.

Robert J. Turner
Supreme Court No. 015107
Attorney for Plaintiff
208 Third Avenue North, Ste 100
Nashville, TN 37201
(615) 259-2660

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (x) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Larry W. Shortt
4701 Old Hickory Blvd B-209
Hermitage, TN 37076

This the 2nd day of April, 2003.

Robert J. Turner

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 03D-203

Pursuant to Rule 58(3) of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 29th day of April, 2003.

RICHARD R. ROOKER, Circuit Court Clerk

By: B. Rawls
Deputy Clerk

Robert J. Turner, Attorney
208 Third Avenue North, Ste 100
Nashville, TN 37201

Larry W. Shortt
4701 Old Hickory Blvd. B-209
Hermitage, TN 37076

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 SECOND Circuit Court for Davidson County, Tennessee, on the 28 day of APRIL, 2003, in Docket Number 03D203 between SHORTT, KELLY LYNN, Plaintiff, and SHORTT, LARRY WAYNE JR., Defendant, as same remains of record in the Minutes of said Court.

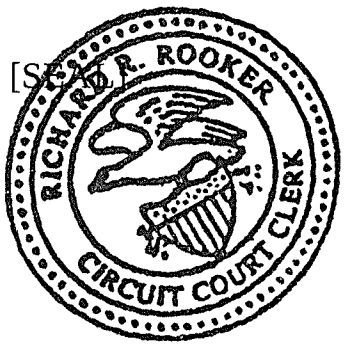
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 29 day of JANUARY in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]



Certificate of Authenticity

I, Theresa Simon, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Theresa Simon
Signature

State of Ohio

County of Summit

Personally appeared before me, Joseph J. Hughes, a notary public for this county and state, Theresa Simon who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

NOTARIAL SEAL STATE OF OHIO

Joseph J. Hughes
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 05/30/2018

Notary's Signature

My Commission Expires:_____.

Notary's Seal (If on paper)