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 MARITAL DISSOLUTION AGREEMENT heretofore filed in the THIRD Circuit Court for Davidson County, Tennessee, on the 26 day of FEBRUARY, 2014, in Docket Number 13D3298 between PIEPER, BRYAN E, Plaintiff, and MCTAMANEY, CATHERINE, 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 08 day of MAY in the year two thousand eighteen and in the 241 year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

RICHARD R. ROOKER CIRCUIT COURT CLERK

Bill Garrett Davidson County
Batch# 89468 **DEEDDIV**
05/08/2018 08:45:39 AM 12 pgs
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RICHARD R. ROOKER, CLERK

D.C.

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BRYAN PIEPER, **Plaintiff/Husband,**	)	
vs.	)	**No. 13D-3298**
CATHERINE McTAMANEY, **Defendant/Wife.**	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **BRYAN PIEPER** ("Husband") and **CATHERINE McTAMANEY** ("Wife"), who may together be referred to as "the parties", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties and divorce proceedings have been instituted as No. 13D-3298 in the Third Circuit Court for Davidson County, Tennessee; and,

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to the care and support of their two minor children and to all property rights, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern; and,

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of the minor child of the parties.

BEP
Husband

Wife

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

1. Husband shall proceed to obtain a divorce on the grounds of irreconcilable differences, and both parties shall be restored to all the rights and privileges of unmarried persons.

2. There are two minor children born of this marriage, SAMUEL CHE McTAMANEY PIEPER (d/o/b 4/22/99) and TIMERLAKE CLARE McTAMANEY PIEPER (d/o/b 7/11/01); the parties shall continue to be equal parents of their children, with the children spending equal time with each of them and with each party designated as the primary residential parent of one of the children, and with the terms regarding possession times and support set out in a Permanent Parenting Plan, the terms of which are incorporated by reference herein.

3. The only outstanding joint debt at the time of the execution of this Agreement is the mortgage indebtedness on the marital home located at 1312 Stratton Avenue in Nashville, for which disposition is made in paragraph 5 herein.

4. Each party shall be solely responsible for all debts in his or her separate name, and each shall indemnify and hold the other party harmless for same.

5. The parties acquired two pieces of real property during this marriage: the former marital home, located at 1312 Stratton Avenue, Nashville, Davidson County, Tennessee, 37206, which is jointly titled and for which there is a mortgage in the names of both parties, and the new piece of property at 909 Malquin Drive, Nashville, Davidson County, Tennessee, 37216, which is titled to the Wife. As part of the division of marital property and in consideration of the mutual promises herein, the parties agree to dispose of said real property as follows:

(A) the Husband shall be awarded all right, title, and interest in and to, and the Wife shall be divested of all right, title, and interest in and to, the real property located at 1312 Stratton Avenue, Nashville, Davidson County, Tennessee, 37206, subject both to the Wife's equity share interest in the said property as outlined herein and to the other terms of this Agreement;

(B) the Wife shall be awarded all right, title, and interest in and to, and the Husband shall be divested of all right, title, and interest in and to, the real property located at 909 Malquin Drive, Nashville, Davidson County, Tennessee, 37216, subject to the terms of this Agreement;

(C) each party shall be entitled to exclusive possession of the said real property awarded to him or her, and the other party shall respect that;

(D) the Husband shall refinance all mortgage indebtedness on the said Stratton Avenue real property within 90 days of the date this Agreement is executed such that the Wife's name shall be removed from said indebtedness (and including an additional $5,000.00 to be paid to the Wife as part of her share of the marital estate), and such that she shall have no responsibility for said mortgage, for which the Husband shall indemnify and hold her harmless;

(E) the Wife shall be responsible for the mortgage indebtedness on the Malquin Drive real property, which is in her name, and for which she shall indemnify and hold the Husband harmless;

(F) each party shall continue to have sole responsibility to pay the monthly mortgage payment due for the said real property awarded to him or her, as well as for all utilities used at said real property (electricity, gas, water, internet, and landline telephone), for all of which each shall indemnify and hold the other harmless;

BEP
Husband

Wife

(G) the parties each agree that the current equity in the Stratton Avenue real property is $173,000.00, and that the Wife's interest in the said equity is $86,500.00 (which is one-half of the total current equity), minus the $5,000.00 referred to in paragraph 5(D) above, for a current equity interest of $81,500.00 ("Wife's Current Equity");

(H) the Husband agrees that he will list the said Stratton Avenue real property for sale beginning in the winter or spring of 2019, and he shall then make reasonable efforts, as determined in his sole discretion, to sell the said Stratton real property in a timely manner for the highest reasonable price; alternatively, in the sole discretion of the Husband, he shall buy the Wife's said interest no later than December 31, 2019, after accumulation of interest as set forth herein, and subject to the specific agreement of the parties that by mutual consent or by court Order upon application of the Husband this schedule can be modified if necessary;

(I) when the said Stratton Avenue real property is then sold, or when the Husband elects instead to buy the Wife's said interest in that property, whichever contingency he chooses, the Wife's said interest in the said real property shall be equal to the Wife's Current Equity of $81,500.00.00 plus interest calculated at 2% (TWO PERCENT) per annum from the date this Agreement is executed by both parties;

(J) in the event that the Husband decides, in his sole discretion, to sell the said Stratton Avenue real property prior to May 1, 2019, then prior to doing so, he must first offer the Wife the option of acquiring the said real property on substantially the same terms as described herein, but in reverse (intended to mean that the Husband and Wife shall reverse roles, that the Wife shall refinance the then existing mortgage debt on the said real property, and that the Husband shall retain

an $86,500.00 interest in the Stratton Avenue real property, plus 2% (TWO PERCENT) interest retroactive to the date of this Agreement, and the Wife shall dispose of the Stratton Avenue real property on the same timeline set forth herein for the Husband); similarly, in the event that any bank or lender commences foreclosure procedures as to the said Stratton Avenue real property, Husband shall notify Wife within 30 days and shall give the Wife an option to purchase the property for the amount then owed on the property, plus the amount of equity owed to the Husband, as calculated above;

(K) the Husband (or the Wife in the event the parties have reversed roles as provided above) shall shall also have the option, at his or her sole discretion, at any time prior to selling the Stratton Avenue real property instead to buy out the Wife's or Husband's interest in the equity, as calculated herein; and,

(L) in the event that the said Stratton Avenue real property is damaged or destroyed by fire or some other event for which the Husband receives insurance proceeds, the Husband shall, in his sole discretion, either repair the home or retain the proceeds if legally permitted to do so; if he decides to retain the insurance proceeds, those proceeds shall be considered to be proceeds from the sale of the said Stratton Avenue real property (meaning that the Wife would be entitled to payment for her equity interest, or so much of it as is covered, from those insurance proceeds after payment of all costs and expenses related to correcting whatever problem exists for the Stratton Avenue real property for which the proceeds were received, including but not limited to payoff of the mortgage indebtedness and any other payments related to the said real property, and with the remainder of the said insurance proceeds, to the extent there are any, shall accrue to the Husband.

BEP
Husband

Wife

6. The Husband shall retain possession and use of the 2009 Honda Pilot titled to him (VIN 5FNYF48999B045514), currently valued at $15,041.00; he shall maintain his own insurance coverage for said vehicle, and he shall assume sole responsibility for any remaining indebtedness due for and all liability arising from the operation of said vehicle, for all of which he shall indemnify and hold the Wife harmless.

7. The Wife shall retain possession and use of the 2012 Toyota Prius vehicle titled to her (VIN JTDZN3EU8C3112957), currently valued at $19,506.00; she shall maintain her own insurance coverage for said vehicle, and she shall assume sole responsibility for any remaining indebtedness due on and for and all liability arising from the operation of said vehicle, for all of which she shall indemnify and hold the Husband harmless.

8. The parties agree that their personal property has already been divided, and that said division is equitable, including an adjustment built in to give the Wife a greater dollar share so as to equalize the greater share of retirement investment going to the Husband.

9. Subject to the remaining terms of this paragraph, the following bank accounts of the parties shall be split in half and each party awarded one-half of the amount in each of the said accounts as of the date this Agreement is executed: Pinnacle checking account ending in 8915; Pinnacle checking account ending in 0581; Avenue checking account ending in 7611; Avenue Simple savings account ending in 3068; and, Morgan Stanley account ending in 2-010. The said division is subject to the agreement of the Husband to allow the Wife to use approximately $20,000.00 from the Avenue Simple savings account ending in 3068 that would have been his part

of the said account to use toward the purchase of the Malquin Drive real property, as described above, and which amount is offset against the equalization in retirement accounts described below.

10. Each party shall be awarded all retirement accounts in his or her individual name, free of the claims of the other (the parties shall thus continue to own the following accounts: Wife, Vanguard Roth IRA, Vanderbilt Fidelity, Vanderbilt Vanguard, Morgan Stanley traditional IRA, and Vanderbilt TIAA CREF; Husband, ABA 401K and Vanguard Roth IRA); the parties agree that there are more funds in the said accounts awarded to the Husband, and that the agreed $35,694.00 difference in value has been accounted for through other offsets outlined in this Agreement such that each party is receiving approximately 50% of the marital estate.

11. The parties shall begin filing separate income taxes for the tax year 2014, with each party entitled to claim one child as a dependent as outlined in the Parenting Plan adopted by them; they also agree that they shall file a joint tax return for the tax year 2013, and shall equally split any refund from or bear equal responsibility for any deficiency due on or for that return.

12. The parties agree that neither of them is entitled to and that neither shall receive alimony in this case.

13. The parties each have Genworth 20 year term life insurance policies on each of their lives, with the policy on the Husband's life having a death benefit of $1,500,000.00 and the policy on the Wife's life having a death benefit of $1,000,000.00, and both of which terminate on March 24, 2031; the parties agree that they will continue to maintain those policies so as to comply with the requirements of the Parenting Plan adopted by them in these proceedings.

Husband

Wife

14. The parties have agreed that they shall split the attorney fees for Abby R. Rubenfeld to represent the Husband in this cause, but subject to the agreement of the parties that in the event that either party chooses to obtain other representation or legal advice, then each party shall be responsible for his or her own attorney fees in this matter; the parties shall each be responsible for one-half of the court costs of this cause, for which execution may issue.

15. Whenever one party is required by this Agreement to be responsible for paying certain debts and/or indemnify and hold the other party harmless, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(5), not dischargeable in bankruptcy as to the other party.

16. If a creditor of one party makes a claim against the other party which is upheld by a court of competent jurisdiction to pay any debt for which that party is not responsible, either by contract or under 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 fees.

17. In the event it is reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting this action.

18. It is understood by each party that this Agreement shall be included in a Final Decree of Divorce filed in Pieper v. McTamaney, Davidson County Third Circuit Court, No. 13D-3298.

19. Each party represents and warrants to the other that all federal and state income tax returns filed during the marriage are, in all respects, true, correct, and complete, and fully and accurately reflect the income and deductions of each party for those years.

BEP
Husband

Wife

20. Each party recognizes and acknowledges that he or she has not relied on their respective attorneys for tax advice and each has had the opportunity to seek the advice and counsel of other professionals for counsel with respect to the tax consequences of this Agreement.

21. 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, or right to act as administrator of the other's estate except as provided by this Agreement. This Agreement applies to all property now owned by either party, individually or jointly, or any property that either may acquire in the future.

22. The parties each agree that upon execution by them both, this Agreement shall be a binding post-nuptial agreement, and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns, both before and after approved by a Court.

23. The parties agree that there are no assets owned by them, jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement; they each warrant that they have made full disclosure to each other of all assets in which they have an interest.

24. 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.

25. The provisions of this Agreement and their legal effect are fully known by each party, and each agrees that the Agreement is fair and equitable and that it is being entered into voluntarily.

26. This Agreement contains the entire understanding of the parties; there are no promises, representations, or warranties other than those expressly set forth herein.

Husband

Wife

27. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions, said provisions being severable.

28. 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.

29. 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.

30. The parties acknowledge that 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 a party's best interest to cancel, close or freeze any jointly held accounts.

31. The parties both acknowledge that although the provisions of this Agreement are in the present or future tense, the reality is at the time it is being executed that pursuant to the agreed terms herein and in reliance on the agreement of the parties to execute it, they both have already taken certain of the actions described herein, including that the Husband has already refinanced the Stratton Avenue real property in his name alone, the Wife has already received the $5,000.00 of her equity as described herein, and the parties have separated their bank and investment accounts as provided herein, including the payment to the Wife of $20,000.00.

BRYAN E. PIEPER

CATHERINE McTAMANEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, **CATHERINE McTAMANEY**, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Marital Dissolution Agreement for the purposes contained herein.

Witness my hand in Nashville, Tennessee, this 25th day of February, 2014.



Sean C. Kirk
NOTARY PUBLIC

My Commission Expires: 9/11/17

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, **BRYAN E. PIEPER**, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Marital Dissolution Agreement for the purposes contained herein.

Witness my hand in Nashville, Tennessee, this 25th day of February, 2014.



Sean C. Kirk
NOTARY PUBLIC

My Commission Expires: 9/11/17

Husband

Wife