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

FILED

2019 MAY -1 PM 3:55

RICHARD R. ROOKER, CLERK

D.C.

MICHAEL TYSON KEPPLER,

Plaintiff/Husband,

vs. No. 18D2046

MOLLIE JORDAN RIEGGER,

Defendant/Wife.

Karen Johnson Davidson County
Batch# 229182 DEEDDIV
05/13/2019 01:10:45 PM 16 pgs
Fees: $82.00 Taxes: $0.00

20190513-0044711

FINAL DECREE

This cause came on to be heard on this the 1st day of May, 2019, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Husband on December 13, 2018 alleging Irreconcilable Differences as the ground for divorce, and the parties' Marital Dissolution Agreement signed by Husband on April 8, 2019 and by Wife on March 26, 2019. More than sixty (60) days have elapsed since the filing of the Complaint for Divorce in this case. From the Complaint and the Marital Dissolution Agreement signed by both parties, and upon the entire record in this cause, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff/Husband, MICHAEL TYSON KEPPLER, be and is hereby granted an absolute divorce from Defendant/Wife, MOLLIE JORDAN RIEGGER, on the ground of Irreconcilable Differences, as set forth in Section 36-4-101 (14), Tennessee Code Annotated.

The Court affirmatively finds that there are no minor children born to or adopted of this marriage, and none is expected, and by written agreement the parties have made provisions for the equitable settlement of any property rights existing between them. The Court approves the Marital Dissolution Agreement signed by both parties and the same is hereby incorporated by reference in full and is specifically made a part of this final Decree as follows.

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

2019 APR -9 PM 1:05

MICHAEL TYSON KEPPLER,	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	No. 18D2046
	)	
MOLLIE JORDAN RIEGGER,	)	
	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between MICHAEL TYSON KEPPLER of Davidson County, Tennessee, hereinafter referred to as "Husband" and MOLLIE JORDAN RIEGGER of Davidson County, Tennessee, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and have been separated since December 2018 and,

WHEREAS, said separation resulted from irreconcilable differences between the parties and they are not now living together as Husband and Wife; and,

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said action relative to division of property and debts; and,

WHEREAS, the parties are presently engaged in an action in the Fourth Circuit Court for Davidson County, No. 18D-2046, seeking among other things a dissolution of their marriage; and,

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

WHEREAS, neither party at the time 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, Husband is represented by Kamie L. Hefner, and Wife is represented by Lindsey C. Davis, and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter contained, the parties do mutually agree as follows:

1. **MUTUAL UNDERSTANDING:**

That each of said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this agreement, and all of the obligations contained herein, and that each of said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties now has or might hereafter or otherwise have toward the other. This Agreement is not made in collusion with each other, and it is understood that in the case of a divorce on fault grounds, proof must be presented to the Court of those grounds sufficient to establish the merits of the claim.

2. **NO INTERFERENCE:**

Each party shall be free from the interference, authority and control, either directly or indirectly, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. **WAIVER OF SERVICE**:

Wife is aware that this divorce action is on file in the Fourth Circuit Court for Davidson County, No. 18D-2046, and she has received a copy of Husband's Complaint for Divorce. Wife waives further service.

4. **DIVORCE**:

Husband shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

5. **REAL PROPERTY:**

The parties are the owners of real property located at 303 McCall Street, Nashville, Davidson County, Tennessee 37211, which is more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 14 on the Plan of McLester Addition to Nolen Heights of record in Plat Book 421, Page 92, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Michael T. Keppler, a married man, by deed from Robert N. Birkhead IV and Jordan H. Birkhead, husband and wife, dated September 27, 2017, recorded October 3, 2017, of record in Instrument No.20171003-0101022, Register's Office for Davidson County, Tennessee.

Husband shall be awarded the real property and any right, title and interest in and to said property currently held by Wife shall be divested out of her and vested solely in Husband. Until May 31, 2019, Husband and Wife shall be equally (50-50) responsible for all indebtedness on this property, including the mortgage, utilities, property taxes, maintenance, and homeowners insurance. Beginning June 1, 2019, Husband shall be solely responsible for all indebtedness on this property, including the mortgage, utilities, property taxes, maintenance, and homeowners insurance. Said property is financed in Husband's individual name only. Husband shall pay Wife by direct deposit the sum of $7,000 for her interest in this property and payable as follows:

$1,000 per month beginning on April 1, 2019, and payable on the 1st of the month for the next six months until paid in full. Wife shall vacate the residence no later than 12:00 A.M. June 1, 2019.

Wife shall receive 100% of the Airbnb proceeds for the real property, not to exceed $3,000, beginning February 1, 2019 and ending once she receives the entire $3,000. After Wife transfers the $3,000 into an account in her individual name, the Airbnb proceeds will continue to be deposited into the joint Chase checking account ending in "6370" until May 31, 2019, and these proceeds shall be split equally (50-50) between Husband and Wife on May 31, 2019. Neither party shall remove any funds from this account (except for Wife's $3,000) until May 31, 2019.

Furthermore, Husband's Airbnb account, which over the years was "shared" under Husband's name and cell phone number with Wife's email attached, has been tied to a long history of reviews at McCall Street, which will ultimately remain in Husband's sole control, so he will remain primary host and controller of the account as it stands and beyond, post-divorce. Husband agrees that until entry of the final decree, Wife has every right to and shall remain cohost on the property at McCall using her own login. Wife agrees to respectfully continue as a cohost, without cancelling any reservations, not removing contents without permission, or otherwise hurting any ratings on the McCall listing.

6. **VEHICLES**:

Wife shall be awarded as her sole and separate property the 2013 Audi Q5, vin# WA1LFAFP4DA089085, subject to the indebtedness thereon. Said vehicle is financed and insured in Wife's sole name. Upon execution of this agreement, Wife shall be solely responsible for any liability regarding this vehicle, and she shall hold Husband harmless thereon. Husband and Wife have already canceled the extended warranty for this vehicle, and have already split

equally the pro-rated refund for the warranty.

Husband shall be awarded as his sole and separate property the 1999 Ural 650 Sidecar Motorcycle, vin# xse810320x0205850, which is unencumbered by debt. Wife shall pay Husband for the repairs to the motorcycle for an amount not to exceed $600.00, and payable at the rate of $100.00 per month directly to Husband beginning April 1, 2019. Husband shall provide paid receipts for the repairs to this motorcycle prior to Wife making any payments to Husband.

7. **PERSONAL PROPERTY AND HOUSEHOLD FURNISHINGS**

During the marriage the parties have accumulated household furniture, furnishings, miscellaneous other personal property and personal effects. Wife shall be awarded all property on the attached list, "Wife's Personal Property". Husband shall be awarded all remaining property in the residence located at 303 McCall Street, Nashville, Tennessee 37211.

8. **INDEBTEDNESS**:

It is 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 party harmless from any liability thereon.

9. **RETIREMENT PLANS**:

Each party shall be awarded all interest in any retirement plan in their individual name. Neither party shall have any rights and/or interest in the other party's retirement plan(s).

10. **BANK ACCOUNTS**:

The parties' joint Chase checking account ending in "6370" shall continue to be used by both parties until May 31, 2019 as stated in paragraph 5 (Real Property) above. Wife shall sign any necessary documents to remove her name from this account on May 31, 2019 after

the parties have equally (50-50) divided the funds in the account. Husband shall be allowed to continue using this account as his sole individual account after May 31, 2019.

The parties agree that all other funds on deposit in bank accounts, including checking accounts, savings accounts, money market accounts, and/or certificates of deposit, unless otherwise addressed in this Agreement, styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

11. **LIFE INSURANCE**:

Each party shall be entitled to retain as his or her own property, free and clear of the claims by the other party, any life insurance policy(ies) held in his or her individual names. Neither party shall have any right, title or interest in or to any life insurance policy owned by the other.

12. **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.

13. **CREDITOR CLAIMS**:

In the event a creditor of either party makes a claim against the other party that is upheld by a court of competent jurisdiction to pay any debt for which that party is not 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 other party the amount of any

payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

14. **NON-COMPLIANCE**:

Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

15. **SEVERANCE**:

Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

16. **MODIFICATION**:

A modification or waiver of any 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. Failure of either party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

17. **COMPLETE DISCLOSURE**:

Each party has made a full and complete disclosure of his or her assets and liabilities.

18. **EXECUTION OF INSTRUMENTS**:

It is agreed that either party shall promptly execute any and all documents of any and every kind and character for the other which may be necessary and proper to carry out the

terms of this Agreement.

19. **REPRESENTATIONS**:

The parties represent to each other as follows:

Each party fully understands the facts and has been fully informed of his or her legal rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than set forth herein.

Both parties specifically acknowledge that they understand the terms of this Agreement, and that they have either consulted with, or have had the opportunity to consult with, legal counsel prior to entering into this Agreement, and they further acknowledge and represent that they have reviewed this Agreement independently of each other and their respective counsel.

It is further understood and agreed that the terms and provisions of this Marital Dissolution Agreement may be incorporated into any decree of divorce which may hereafter be obtained by either party, and the issues of property and debts shall be enforceable by contempt proceedings, if necessary. The parties understand that a Court of competent jurisdiction must accept this Agreement as being equitable and fair prior to its having a binding effect as a Court Order. This instrument is being entered into by the parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress, or misrepresentation.

20. **ALIMONY**:

Both parties agree to waive any claim to alimony, past, present, or future.

21. **ATTORNEY FEES AND COURT COSTS**:

The parties shall be responsible for their own respective attorney's fees incurred in this cause. Husband and Wife shall be equally responsible for paying any remaining court costs assessed in this cause.

This Agreement shall be governed by the laws of the State of Tennessee.

This Agreement shall be binding upon the respective heirs, representatives, executors, administrators and assigns of the parties hereto.

22. **TAX ADVICE**:

Counsel preparing this Agreement has 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 stock(s), franchise ownership, retirement benefits, 401K/403B plans, IRAs, or other pension plans, and have advised each party to seek other independent advice as to tax consequences and penalties of transfer, if any.

23. **INCOME TAX**:

The parties shall file jointly their federal income tax return for tax year 2018, and separately for all tax years thereafter.

Husband and Wife each represent and warrant to the other that all federal income tax returns are or were in all respects, true, correct and completed, and fully and accurately reflect income and deductions for those years. If, in connection with the joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon, shall be borne by either or both of the parties, depending if the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties', and if so, to what extent, or out of a joint income or deduction.

24. **HEALTH INSURANCE**:

Each party shall be responsible for providing his or her own health insurance upon entry of the final decree.

25. **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 is a proportional division of property by co-owners.

26. **NOTICE REGARDING CREDITORS**:

This agreement does not necessarily affect the ability of a creditor to proceed against a party, or party's property, even though the party is not responsible under the terms of this decree for the account, any debt associated with the account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

27. **DISCOVERY**:

The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written (Interrogatories, Request for Production of Documents, etc.) and/or oral (Depositions) discovery, as part of this proceeding. However, each party waives his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

28. **DOGS**:

The parties own two dogs, Boone and Hank. Wife shall be awarded Boone, and Husband shall be awarded Hank. Husband shall have a 90 day consecutive visitation period every year with Boone in Nashville. Husband shall provide Wife with written notice every January of which time frame he chooses to have visitation with Boone that coming year. Husband and Wife shall split equally (50-50) the long-distance transportation costs for Boone to

travel to and from Husband's and Wife's residences. Wife shall be allowed weekend visitation time with Hank when she is visiting Tennessee and/or surrounding states, and she shall give Husband 30 days advance notice of what weekends she chooses. Wife shall not have more than 12 weekends per year visitation with Hank.

WITNESS THE HAND of the Wife on this the 26 day of MARCH, 2019, and of the Husband on this the 8th day of April, 2019.

Mollie Riegger
MOLLIE JORDAN RIEGGER
Wife

MICHAEL TYSON KEPPLER
Husband

THE STATE OF ~~TENNESSEE~~ NEW YORK)
COUNTY OF ~~DAVIDSON~~ NEW YORK)

Mollie Riegger Personally appeared before me, a Notary Public for said County and State, MOLLIE JORDAN RIEGGER. with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as and for her free act and deed.

WITNESS MY HAND AND SEAL at ~~Nashville, Tennessee~~ NEW YORK, NEW YORK, this the 26 day of March, 2019.

NOTARY PUBLIC

My Commission Expires:
09/06/2020

SEAN E ROSE
Notary Public - State of New York
NO 01PO6347545
Qualified in Queens County
My Commission Expires Sep 6, 2020

THE STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public for said County and State, MICHAEL TYSON KEPPLER, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as and for his free act and deed.

WITNESS MY HAND AND SEAL at ~~Nashville~~ Brentwood, Tennessee, this the 8 day of April, 2019.

NOTARY PUBLIC

My Commission Expires:

7-17-21

KRISTA M. HEFNER
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

WIFE'S PERSONAL PROPERTY

2019 APR -9 PM 1:05

- MASTER BR/EN SUITE: One circular Alexa Echo device with screen
- UPSTAIRS HALLWAY: Riegger heirloom hallway chest of drawers, trio of clear/white plastic drawers
- QUEEN BR: tall white lamp (white shade and white/bronze base), large circular glass decorative upside down vase on dresser, decorative glass rectangular vase, queen brooklinen set of sheets, queen navy paisley set of sheets, NYC canvas art and NYC map art, KY art, white shag rug, white west elm quilt and matching sham cover
- FULL BR: metal shelf mirror and two small white vases on it, two goat pillows, arkady tv
- LIVING: anchor lamp, wire basket, half of living rm décor, circle mirror tray, wood rectangle tray
- FOYER/DINING: 3 teal metal buoy weights, large white vase, gold picture frame, (Pillows as follows: white pumpkin x2, green velvet x2, and sham pillows x2 but pillows only not their covers), old misc wine stemware and champagne glass "set"
- DOWNSTAIRS BATH: Brooklyn fire escape shelving (shelving only, not contents)
- KITCHEN: crystal bowl, two silver cracker trays, half of placemats, low white serving bowl, gold bowl, copper strainer, wood circle cutting board, full length water glass set, all old misc silverware, larger white rectangular serving tray, crockpot, egg cooker, nutribullet, insbrook mugs, all non-white side bowls, all ramekins except one large and one small to remain for Ty, trio white salsa dish, white king crown vase, white honeycomb vase, majority of cookbooks (will leave a few for Tyson), half of new champagne set (4ea), mint julep silver glasses, all marg glasses, 6 stem red, 6 stem white, both Emily henry dishes, all le cruset dishes minus tea kettle, all boschendal wine, mixing bowl set minus smallest, flex measuring cups minus largest, all clad omelet pan and medium deep saucepan, empty spice rack, small copper pan and lid from jerry, white ruffle serving bowl and matching tray, gold painted wood circle serving tray, wicker serving chargers, espresso maker, one flimsy cutting board
- LAUNDRY/BACK PORCH: both blue plant holders, silver beverage bucket, uefy vacuum
- MISCELLANEOUS: Half of candles and succulents, all Xmas décor and all Mollie's books, Mollie's bike, Arkady computer monitor and Half of: (towels, picture frames, throw blankets, laundry/cleaning supplies, plates and bowls, serving utensils, cooking utensils, spices and kitchen oils, bar contents)

IT IS ORDERED, ADJUDGED AND DECREED by the Court that all provisions of the said Marital Dissolution Agreement are hereby approved and made the Judgment of the Court.

It is further appearing to the Court that the parties' current mailing addresses are as follows:

MICHAEL TYSON KEPPLER
303 McCall St.
Nashville, TN 37211

MOLLIE JORDAN RIEGGER
303 McCall St.
Nashville, TN 37211

The remaining costs of this cause shall be paid one-half by Plaintiff/Husband and one-half by Defendant/Wife for which execution may issue, if necessary. This concludes attorney, Kamie L. Hefner's representation in this case.

ENTERED THIS 1st day of May, 2019.

HONORABLE PHILIP E. SMITH

APPROVED FOR ENTRY:

Kamie L. Hefner, #18032
Hefner & Hefner
Attorneys for Plaintiff/Husband
P.O. Box 992
116 Wilson Pike Circle, Ste. 103A
Brentwood, Tennessee 37024
(615) 370-9800

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been mailed by United States Mail, first class, postage prepaid, to Sarah Digby, Attorney for Wife, 116 29th Ave. S., Nashville, Tennessee 37212, on this the 1 day of May, 2019.

Kamie L. Hefner

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 01 day of MAY, 2019, in Docket Number 18D2046 between KEPPLER, MICHAEL TYSON, Plaintiff, and RIEGGER, MOLLIE JORDAN, 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 13 day of MAY in the year two thousand nineteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: C Harper

Deputy Clerk

[SEAL]

