Karen Johnson Davidson County
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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 23 day of APRIL, 2014, in Docket Number 13D2896 between SHORTER, JOHN PATRICK, Plaintiff, and SHORTER, KRISTIN TORREY, 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 17 day of MAY in the year two thousand nineteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

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2014 APR 29 PM 3:11

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

JOHN PATRICK SHORTER, Plaintiff,	)	
vs.	)	Docket No. 13D-2896
	)	**NOTICE OF ENTRY REQUESTED**
KRISTIN TORREY SHORTER, Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on April 23rd, 2014, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, 20th Judicial District, upon the Husband'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 Husband should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights and allocation of debts between the parties.

It is, therefore, **ORDERED, ADJUDGED**, and **DECREED** that the Husband, JOHN PATRICK SHORTER, shall be, and hereby is, granted an absolute divorce from the Wife, KRISTIN TORREY SHORTER, upon the grounds of irreconcilable differences, and that he shall be, and hereby is, 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 shall be, and hereby is, adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE
2014 APR -4 PM 1:56
RICHARD R. ROOKER, CLERK
D.C.

JOHN PATRICK SHORTER,
Plaintiff,

vs.) Docket No. 13D-2896
)
KRISTIN TORREY SHORTER,)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

WHEREAS, KRISTIN TORREY SHORTER (hereinafter referred to as the "Wife") and JOHN PATRICK SHORTER (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 Husband has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Fourth Circuit Court for Davidson County, Tennessee, pursuant to T.C.A. § 36-4-103, and that this agreement shall be submitted to the Court for approval as the agreement of the parties. It is further understood that the Wife, by signing this agreement, makes a general appearance before the Fourth Circuit Court of Davidson County, Tennessee, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and;

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WHEREAS, the parties do not jointly own real property, although the Wife does own real property individually and in her sole name;

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

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 Husband shall proceed to obtain an absolute divorce from the Wife 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 2013 Honda CRV, VIN # 2HKRM3H79DH524559, which she drives as her personal vehicle, titled and financed in the Wife's name. 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 debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is, further, agreed by and between the parties that the Husband shall keep as his sole property any vehicle(s) that he may currently possess and which he may drive as his personal vehicle(s), titled in his name solely, or jointly with any person(s) other than the Wife. Any interest of the Wife in such vehicle(s) is hereby divested from the Wife and reinvested in the

Copy

Husband so that the Husband shall own said vehicle(s) 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 the Husband shall be awarded the 42 inch LG television that is currently located in the living room of the Wife's residence. The Husband shall be presented with this television within five (5) days after the final hearing of this litigation. It is, further, agreed by and between the parties that they shall each own as their sole property all other 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 that the Wife shall be awarded the joint SunTrust checking account, **********1481, and joint SunTrust savings account, **********3872, both of which she uses as her primary financial accounts and, further, that the Husband shall cooperate in executing any necessary documents to remove his name from both accounts.

d) Pets. It is agreed by and between the parties that the Wife shall be awarded possession and ownership of the parties' dog, Abby.

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

Copy

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 Wife owns separate property, titled and financed in her name solely, and that the Husband shall relinquish any marital interest that he might have in the same real, located at 940 Gale Lane, #124, Nashville, 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 him and reinvested in the Wife. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Building 5, Apartment A, ST. MARTIN SQUARE, NOW KNOWN AS 12 SOUTH TOWERS, as shown on plat of record in Plat Book 4460, Page 186 amended at Instrument No. 20031107-0163683, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.
>
> Being the same property conveyed to David Larring, unmarried by Warranty Deed from 940 Partners, recorded on the 29th day of June, 2004 in Instrument No. 20040629-0077332, in the Register's Office of Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing easements and restrictions as shown of record. This conveyance is subject to any and all existing easements and restrictions as shown of record including those of record in Book 4460, page 186; Instrument Number 20031107-0163683; Book 4611, page 682; Book 4710, page 244; Instrument Number 20031107-0163683; Book 4611, page 692; Instrument Number 19991230-0308948; Book 4711, page 48; Book 4611, page 674; Instrument Number 20031107-0163682; and Book 4710, page 602, Register's Office for Davidson County, Tennessee.

Copy

V. RETIREMENT PLANS.

The parties acknowledge that the Wife has acquired an interest in a 403(B) retirement plan with her employer, Vanderbilt University, being Plan No. ***721. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that he might have in the 403(B) retirement plan of the Wife. It is agreed by and between the parties that any interest of Husband in the 403(B) retirement plan of the Wife shall be divested from him and reinvested in the Wife, so that Wife shall own her 403(B) retirement plan as her sole property, free and clear of any interest or claim of the Husband.

The parties acknowledge that the Husband has acquired an interest in an IRA with Fidelity Investments, being Account No. ***-***[redacted]. It is agreed by and between the parties that the Wife shall relinquish any claim or interest that she might have in the IRA of the Husband. It is agreed by and between the parties that any interest of Wife in the IRA of the Husband shall be divested from her and reinvested in the Husband, so that Husband shall own his IRA as his sole property, free and clear of any interest or claim of the Wife.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no 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.

It is, further, agreed by and between the parties that the Husband shall be responsible for any debt in the name of, or associated with, his former business, *3 Star Strategies*, and he agrees to be solely responsible for any encumbrances or liabilities that he may have incurred as a result of his ownership in therein, and to indemnify and hold the Wife harmless thereon.

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It is, further, agreed by and between the parties that as of the first (1st) day of the first (1st) month after entry of the Final Decree of Divorce in this litigation, the Wife shall no longer make any payment towards the medical bills of the Husband, in the sole name of the Husband; being Vanderbilt Medical Group Acct. No. *****4371 and Vanderbilt University Medical Center Acct. No. **********- 3093.

VII. WAIVER OF 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 they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2013. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that they shall file a joint federal income tax return for the 2013 tax year and that the Wife shall receive One Hundred percent (100%) of any return recognized therefrom. The parties further agree that the Husband shall execute any required forms or filings required on his part by no later than April 1st, 2014, whereas the Wife may timely file prior to April 15th, 2014. It is further agreed by the parties that each shall file a separate income tax return for the 2014 tax year and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2014 tax year and forward.

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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, if any, 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 Husband.

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.

Copy

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.

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.

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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, 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 non-dischargeable 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

Copy

from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

XXIV. RIGHTS OF CREDITORS.

Both parties acknowledge that any assignment of debt to either party pursuant to this contractual agreement between the parties does not necessarily affect the ability of a creditor to proceed against either party, or a party's property, even though that party is not responsible under the terms of this decree for an account, any debt associated with an account, or any debt; and, further, that it may be in each party's best interest to cancel, close or freeze any jointly held accounts.

XXV. MAIDEN NAME RESTORED

It is hereby agreed by and between the parties that the Wife's maiden name of TORREY be restored to her so that her legal name will be KRISTIN MARIE TORREY.

Copy

WITNESS OUR HANDS, this 4th day of April 2014, as to the Wife, and this 2nd day of April, 2014, as to the Husband.

Kristin Torrey Shorter
KRISTIN TORREY SHORTER

JOHN PATRICK SHORTER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, **KRISTIN TORREY SHORTER**, 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 4th day of April, 2014.

B. H. FRAKES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 8, 2017

My Commission expires: _____

B H
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF Wilson)

Personally appeared before me, **JOHN PATRICK SHORTER**, 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 2nd day of April, 2014.

RHETT BY CHANDLER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

My Commission expires: 7/3/17

Rhett Chandler
NOTARY PUBLIC

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It is, further, **ORDERED**, **ADJUDGED**, and **DECREED** that the Wife shall be, and hereby is, restored to her maiden name of Torrey, so that her full legal name shall be Kristin Marie Torrey.

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

The addresses of the parties at the time of the final hearing are as follows:

Wife	Husband
Kristin Torrey Shorter	John Patrick Shorter
940 Gale Lane, #124	7204 Riverfront Drive
Nashville, TN 37204	Nashville, TN 37221

ENTERED THIS THE 23rd DAY OF APRIL, 2014.

PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

Rhett C. Chandler, #027144
Attorney for Plaintiff
1316 Clearview Drive
Mt. Juliet, TN 37122
(615) 885-4335

Copy

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been provided to the following by hand delivery:

Brad H. Frakes
Attorney for Defendant
222 2nd Avenue North, Ste. 360M
Nashville, TN 37201

April 23rd, 2014.

RHETT C. CHANDLER

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 13D2896

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 25TH day of APRIL, 2014.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

RHETT C. CHANDLER, ATTORNEY
1316 CLEARVIEW DR.
MOUNT JULIET, TN 37122

BRAD H. FRAKES, ATTORNEY
222 2ND AVE. NORTH, SUITE 360M
NASHVILLE, TN 37201

Return to:

MAGNOLIA
TITLE & ESCROW

1104 Fatherland Street
NASHVILLE, TN 37206

20190618000330830

True Copy Certification

I, Leslie A. Garside, 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.

Leslie A Garside
Signature

State of Tennessee

County of Davidson

Personally appeared before me, Marcy Morgan, a notary public for this county and state, Leslie A. Garside who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Marcy Morgan
Notary's Signature

My Commission Expires: 3-3-20
Notary' Seal (if on paper)

