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EFILED 10/02/19 15:17:17 CASE NO. 19D981 Richard R. Rooker, Clerk

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

EVANS A, MEZGER,
PLAINTIFF

VS.

No. 19D981

DIANE S. MEZGER,
DEFENDANT

Karen Johnson Davidson County
Batch# 309184 DEEDDIV
10/31/2019 10:29:07 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191031-0111995

FINAL DECREE

This cause came to be heard on the 2nd day of October, 2019, before the Honorable Philip Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint filed by the Plaintiff on May 28, 2019, more than 60 days ago. The Parties filed a Marital Dissolution Agreement on September 20, 2019. The Plaintiff filed notice of insurance coverage on September 20, 2019. The parties have no children together. Both parties appeared before the Court.

The parties have entered into a Marital Dissolution Agreement resolving all matters contested or otherwise, and based on the Marital Dissolution Agreement and the entire record in this cause, from all of which the Court is of the opinion and finds as follows:

1. That irreconcilable Differences exist in the marriage between the parties and that they can no longer live together as Husband and Wife.

2. The Court affirmatively finds that the parties have made adequate and sufficient provision for equitable settlement of any and all property rights between the parties in the Marital Dissolution Agreement, which is hereby approved by the Court and incorporated in this Decree of Divorce as follows:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EVANS A. MEZGER
PLAINTIFF

VS

Case no.:19D981

DIANE S. MEZGER
DEFENDANT

MARITAL DISSOLUTION AGREEMENT

In this cause, wherein the Plaintiff, Evans A. Mezger, has brought or will bring an action for absolute divorce against the Defendant, Diane S. Mezger, the parties desire to enter into this marital dissolution agreement providing for the settlement of their property rights, when and if a divorce is granted in this Court and in this cause.

It is, therefore, mutually agreed by and between the parties as follows:

1. That the Plaintiff, Evans A. Mezger, hereinafter referred to as "Husband" will obtain, at the earliest practicable time, an absolute divorce from the Defendant, Diane S. Mezger, hereinafter referred to as "Wife." The "~~Husband~~" understands that the ~~Wife~~ will obtain a divorce in Davidson County, Tennessee and waives service of process and waives filing an answer to the complaint.

2. That there are no minor children born to this marriage.

3. The parties agree that irreconcilable differences have developed that make further habitation inappropriate.

4. The parties do not have any claim on any pre-marital property of the other and it is the parties desire that each party is to return to their pre-marital status.

5. The personal property obtained during the marriage will be divided as follows:

Wife shall receive the following individual items: bedroom suite of her choice, Dell

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desktop computer with HP 27" LED monitor and HP laser jet printer, father's gun cabinet and 12 gauge pump shotgun, Springfield XDS and Sig Sauer P938 9mm pistols, .243 Mossberg rifle, all clothes and personal possessions including jewelry, household and kitchen items as mutually agreed upon, furniture as mutually agreed upon, all technical books, Father's collection of religious books; Husband shall receive the following individual items: 2013 Corvette Grand Sport, .308 rifle, .223 rifle, AR15, assorted handguns, ammunition and accessories, all clothes and personal possessions including jewelry, household and kitchen items as mutually agreed upon, furniture as mutually agreed upon. Except as noted above, both parties divest themselves of any marital right to personal property of the other party.

6. The parties own real property together at 1117 General George Patton Road, Nashville, Tennessee, 37221. Husband shall remain in possession of above referenced residence. The parties agree that there is no mortgage on the property. The property is hereby divested from Evans A. Mezger, husband, and Diane S. Mezger, Wife, and vested in the individuals Evans A. Mezger, an unmarried man, and Diane S. Mezger, an unmarried woman, as joint tenants in common with rights of survivorship, all interest in the real property at 1117 General George Patton Road, Nashville, TN, 37221. The real property is more particularly described as follows:

> BEING Unit No. 1117, together with the Carport designed No. 1117-C, in River Plantation, Section Six, Phase One, a Condominium, a Horizontal Property Regime, located on Sawyer Brown Road and General George Patton Road, Nashville, Davidson County, Tennessee, as shown on the Plat of River Plantation, Section Six, Phase One, Condominium Apartments, recorded in Book 5200, pages 359 and 360, Register's Office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 5794, page 526, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of River Plantation, Section Six, Phase One, Condominium Apartments, contained in the Master Deed and By-Laws appended thereto, recorded in Book 5794, page 526, Register's Office for Davidson County, Tennessee, are incorporated in this deed reference and made a part hereof the same as though copied herein.

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BEING the same property conveyed to Evans A. Mezger and Diane S. Mezger, by Evans A. Mezger, by Quitclaim Deed dated August 24, 2010, of record as Instrument No. 20100824-0066909 in the Register's Office for Davidson County, Tennessee.

This is improved property known as 1117 General George Patton Road, Nashville, Tennessee 37221.

7. The husband shall pay to the wife, on the date of the final hearing, the sum of $22,000.00 in cash.

8. Each party shall retain and enjoy any and all retirement, 401k, or other savings account in his or her name, free and clear of any interest of the other party. In addition, the parties agree to cooperate in execution of Qualified Domestic Relations Orders, if necessary, to effectuate the same. The Husband shall retain the Investment and IRS accounts held by Morgan Stanley.

9. That each party shall be responsible for his or her own attorney's fee in this matter.

10. That the parties are equally responsible for the court costs in this cause, which have been paid in advance to the Court Clerk, Davidson County Circuit Court.

11. That it is understood and agreed between the parties, as a part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement. Both parties acknowledge and understand that, if this agreement is approved by the Court, it shall become a part of a final decree of divorce and will be a binding order of the Court.

12. That each party shall be responsible for any debt which he or she incurs or contracts individually subsequent to the date of this agreement and that debt shall be the sole debt of the contracting party and each agrees to hold the other harmless from any liability therefrom. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of

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the other since the date of their separation, except as otherwise provided herein, and the parties acknowledge there has been a full disclosure of debts in this agreement. Other than provided herein, each of the parties waives any and all rights which he or she may have in and to the party or estate of the other.

NOTICE PURSUANT TO T.C.A. 36-4-134

The Marital Dissolution Agreement and the Final Decree do 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.

13. That whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or to indemnify the other and hold the other party harmless from liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5), which is not dischargeable in bankruptcy as to the other party.

14. That the parties further agree that, should it become reasonably necessary for either party to institute legal proceedings to enforce any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action. In the event any provision of this Agreement shall be held invalid by a Court of Competent jurisdiction, the invalidity of such individual provision shall not affect the other provisions of this Agreement, said provision being severable.

15. That it is understood and agreed by and between the parties that this marital dissolution agreement, which will be incorporated into a final decree of divorce herein, is being entered into without any undue influence, fraud, coercion, misrepresentation or for any reason not herein stated.

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The parties acknowledge this agreement is fully understood by each of them and each acknowledges that the same is fair and equitable and is being entered into voluntarily.

16. 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 or unmarried. Neither shall molest the other or compel or endeavor to compel the other to cohabitate or dwell with him or her. The parties acknowledge that it remains their mutual desire and intent to maintain privacy with respect to their personal affairs, including the facts and circumstances relating to their marriage and their divorce.

17. The parties do hereby acknowledge that they have been advised that they do have a right, allowable within law to conduct both written and oral discovery consisting of Interrogatories, Request for Production of Documents, Request for Admissions, both party and non-party Depositions as well as the use of the subpoena power of the Court to subpoena witnesses to testify on their behalf or to subpoena duces tecum any witness or entity to tender documents or related items if the relevant to these proceedings. Further, the parties do hereby acknowledge that they understand each of these processes and have either completed these or do hereby waive his or her respective right to conduct such Discovery in order to determine further assets, liabilities or debts of either of the parties or to determine grounds for divorce pursuant to T.C.A. § 36-4-101.

18. That it is understood that this agreement represents all agreements between the parties, and any previous marital dissolution agreements, promises or covenants not set forth in this agreement are of no effect.

19. That each party acknowledges that he or she has received a copy of this agreement on the date of execution.

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EVANS A. MEZGER

STATE OF TENNESSEE
COUNTY OF

Personally appeared before me, the undersigned authority, a notary public in the State and County aforesaid, the aforenamed Evans A. Mezger, known personally to me or has proved his identity, who, upon his oath, stated he has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 17th day of September, 2019.

NOTARY PUBLIC

Gwen Hinds
State of Tennessee Notary Public
Davidson County
My Commission Expires July 6, 2021

My Commission Expires: 7-5-2021

DIANE S. MEZGER

STATE OF TENNESSEE
COUNTY OF Rutherford

Personally appeared before me, the undersigned authority, a notary public in the State and County aforesaid, the aforenamed Diane S. Mezger, known personally to me or has proved her identity, who, upon her oath, stated she has read the foregoing marital dissolution agreement, knows the contents thereof, and is executing the same for the purposes contained therein, this the 11th day of September, 2019.

NOTARY PUBLIC

My Commission Expires: 12/22/2019

DAN YORK
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Husband, Evans A. Mezger, is granted an absolute divorce from the Wife, Diane S. Mezger, on the ground of irreconcilable differences and restored to all the rights and privileges of an unmarried person.

2. That the Marital Dissolution agreement is fair, equitable and proper and their agreement is hereby approved by the Court and made a part of this Final Decree as if set out herein verbatim.

2.(a) Paragraph I.C. is Amended to include the Wife's Address of 433 Sam Ridley Parkway, Smyrna, TN 37167

3. That the current address of the Wife is 433 Sam Ridley Parkway, Smyrna TN 37167, and the current address of the Husband is 1117 General George Patton Rd, Nashville TN 37221.

4. ~~That the wife is returned to her previous name of Diane Sandra Jones.~~

5. Remaining costs are taxed to the plaintiff.

PHILIP SMITH, JUDGE

APPROVED FOR ENTRY:

Thomas J. Drake, Jr. #13219
Attorney for the Plaintiff
PO Box 218187
Nashville TN 37221
615-320-1717

CERTIFICATE OF SERVICE

I hereby certify that I have sent a true copy of the foregoing by U.S. Mail to Diane S. Mezger, 433 Sam Ridley Parkway #175, Smyrna TN 37167

on October 2, 2019.

THOMAS J. DRAKE, JR.
ATTORNEY AT LAW

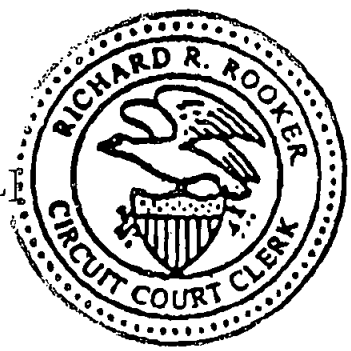
STATE OF TENNESSEE

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 02 day of OCTOBER, 2019, in Docket Number 19D981 between MEZGER,EVANS A , Plaintiff, and JONES, DIANE SANDRA, 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 22 day of OCTOBER in the year two thousand nineteen and in the 243rd year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]



By: _____
Deputy Clerk