EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

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

KATIE JO PUMPER DEMARCE, Plaintiff/Wife, vs. BRIAN MICHAEL DEMARCE, Defendant/Husband.	)))))))))	No. 19D-1396

Karen Johnson Davidson County
Batch# 358095 DEEDDIV
02/13/2020 12:51:40 PM 16 pgs
Fees: $82.00 Taxes: $0.00
20200213-0016725

FINAL DECREE

This cause came on to be heard on this the 5th day of February, 2020, before the Honorable Phillip Robinson, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Wife on August 12, 2019 alleging Irreconcilable Differences as the grounds for divorce, and the parties' Marital Dissolution Agreement signed by Husband on January 7, 2020 and by Wife on January 13, 2020. 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/Wife, KATIE JO PUMPER DEMARCE, be and is hereby granted an absolute divorce from Defendant/Husband, BRIAN MICHAEL DEMARCE, on the grounds 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:

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk
EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

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

KATIE JO PUMPER DEMARCE,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	No. 19D-1396
	)	
BRIAN MICHAEL DEMARCE,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between KATIE JO PUMPER DEMARCE of Davidson County, Tennessee, hereinafter referred to as "Wife" and BRIAN MICHAEL DEMARCE of Davidson County, Tennessee, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and have been separated since August 2019 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 Third Circuit Court for Davidson County, No. 19D-1396, 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,

EXHIBIT

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk
EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

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, Wife is represented by Kamie L. Hefner, and Husband is represented by Kara Reese, 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.

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

3. **WAIVER OF SERVICE:**

Husband is aware that this divorce action is on file in the Third Circuit Court for Davidson County, Docket Number 19D-1396, and he has received a copy of Wife's Original Complaint. Husband waives further service and waives filing an answer.

4. **DIVORCE:**

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

5. **REAL PROPERTY:**

The parties own real property located at 5012 English Village Drive, Nashville, Davidson County, Tennessee 37211, which is more specifically described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 189, Villages of Brentwood, Phase Two, of record in Book 6250, Page 169, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> This being the same property conveyed to Brian DeMarce, unmarried, by deed from Joe Jordan and wife, Sandi Jordan, dated 6/17/08 and of record in Instrument No. 20080617-0062326, in the Register's Office for Davidson County, Tennessee."

Wife shall be awarded the real property and any right, title and interest in and to said property currently held by Husband shall be divested out of him and vested solely in Wife. Beginning December 1, 2019, Wife shall have sole possession of the property and Wife shall be solely responsible for all indebtedness on this property, including the utilities, property taxes, and homeowners insurance. From December 1, 2019 forward, Wife shall indemnify and hold Husband harmless from any and all liability associated with this property. For Husband's equity interest in the residence and as a property settlement division, Wife shall pay Husband the sum of $23,000.00 within five (5) days of entry of the final decree. Within ninety (90) days of entry of the final decree, Wife shall refinance the mortgage indebtedness in her individual name so as

BWD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk
EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

to remove Husband as an obligor on any mortgage indebtedness. Husband shall cooperate in executing any necessary documents at the time of the refinancing. In the event Wife does not refinance in this ninety (90) day period, then the property shall be immediately listed for sale with an agreed upon real estate agent, or court appointed real estate agent if the parties are unable to agree. The net proceeds after the realtor's commission(s), mortgage, liens, and closing costs shall be awarded 100% to Wife, ~~since Wife will have already paid Husband $23,000.00 within five (5) days of entry of the final decree for his equity interest in the residence and as a property settlement division.~~

KSR 36169 1/7/2020 BMD 1/7/2020

Husband shall coordinate a date and time with Wife to have all of his personal property removed from the real property within thirty (30) days of entry of the final decree.

6. **VEHICLES**:

Wife shall be awarded as her sole and separate property the respective automobile she is currently driving, one 2017 Ford F-150 titled and financed in Wife's individual name, subject to the indebtedness thereon.

Husband shall be awarded as his sole and separate property the respective automobile he is currently driving, one 2008 Jeep Wrangler titled in Wife's name, vin#1J4GA59178L652963, which is unencumbered by debt, and Wife shall be divested of any right, title or interest therein and all interest shall vest solely in Husband. Wife agrees to execute any and all necessary documents to convey title 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. Husband shall be awarded all property on the attached list "Husband's Property List". Wife shall be awarded all remaining property in the marital residence.

BMD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

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**:

Wife shall be awarded all interest in her Dollar General 401K plan and stocks in her individual name. Husband shall be awarded all interest in the following retirement plans in his individual name: Metro pension, Travelers Insurance Fidelity 401K, Travelers Insurance pension, American Funds Roth IRA, and Voya 457. Neither party shall have any rights or interest in the other party's plan(s). Each party is awarded their accounts free and clear of any right, claim, or interest by the other party whatsoever, and each party is herein divested of any interest he/she may have obtained in the other party's accounts and all interest shall vest solely in the other party.

10. **BANK ACCOUNTS**:

The parties shall equally divide (50/50) the funds in their joint checking account with US Bank, account number ending in #7542, within seven (7) days of execution of this agreement, and they shall sign any necessary documents to immediately close this account.

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.

BMD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk
EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

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 held in his or her individual names.

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.

BMD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

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

BMD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk
EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

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. Wife shall be 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

BMD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

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 separately their federal income tax return for tax year 2019, 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

BMD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

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. The Parties acknowledge that limited Discovery has been conducted in this action by the attorney(s) of record. Discovery is available to both Parties and may be utilized in pursuit of discovering potential facts such as hidden assets, liabilities or evidence which might potentially prove or disprove allegations made in the Parties' complaint or counter- complaint for divorce. The Parties understand that each have the right to schedule the deposition of the other and of necessary witnesses which may have information relevant to either proving or disproving some element of their claim(s). However, at this time, the Parties both agree that they are satisfied that sufficient discovery has been initiated by their attorneys of record and do not wish to proceed with further discovery efforts. The Parties hereby and forever waive further discovery in this action and hold harmless the attorney(s) of record by making this choice of waiver freely and voluntarily herein.

28. **RELEASE OF ATTORNEYS:**

The Parties acknowledge and agree that the Husband's attorneys, Kara S. Reese and Harold E. Rushton, shall be released as attorneys of record for the Husband in this matter, upon entry of the Final Decree of Divorce. Further, the Parties acknowledge and agree that the Wife's attorney, Kamie Hefner, shall be released as attorney of record for the Wife in this matter, upon entry of the Final Decree of Divorce.

BMD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

EFILED 01/14/20 02:40 PM CASE NO. 19D1396 Richard R. Rooker, Clerk

WITNESS THE HAND of the Wife on this the 13th day of ~~December, 2019~~, and January 2020

of the Husband on this the 7 day of ~~December, 2019~~ January 2020

KATIE JO PUMPER DEMARCE
Wife

BRIAN MICHAEL DEMARCE
Husband

THE STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public for said County and State, KATIE JO PUMPER DEMARCE, 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 Brentwood, Tennessee, this the 13 day of ~~December~~, 2019. January 2020

NOTARY PUBLIC

KRISTA M. HEFNER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires:
7-17-21

THE STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for said County and State, BRIAN MICHAEL DEMARCE, 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, Tennessee, this the 7th day of ~~December, 2019~~. January 2020

NOTARY PUBLIC

JENNIFER CRAWFORD STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires:
3/7/23

BMD

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

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 Ordered that the Wife is ~~The Court finds that it would be advantageous for Wife's name to be~~ restored to her maiden name, KATIE JO PUMPER, ~~it is THEREFORE ORDERED, ADJUDGED AND DECREED that Wife's name be and is hereby changed to KATIE JO PUMPER.~~

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

KATIE JO PUMPER DEMARCE
5012 English Village Dr.
Nashville, TN 37211

BRIAN MICHAEL DEMARCE
8075 Sawyer Brown Rd., Apt. 1614
Nashville, TN 37221

The remaining costs of this cause shall be paid by Wife, for which execution may issue, if necessary. This concludes attorneys', Kamie L. Hefner, Kara S. Reese, and Harold E. Rushton representation in this case.

ENTERED THIS 5 ~~day of February, 2020.~~

HONORABLE PHILLIP ROBINSON

APPROVED FOR ENTRY:

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

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of this document by U.S. Mail, first class, postage prepaid, to Kara S. Reese, Attorney for Defendant/Husband, 102 Woodmont Blvd., Suite 200, Nashville, TN 37205 on this the 5th day of February, 2020.

Kamie L. Hefner

EFILED 02/05/20 10:13 AM CASE NO. 19D1396 Richard R. Rooker, Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Order** has been forwarded via U.S. Mail to the following:

Kamie L. Hefner, Esq.
P.O. Box 992
116 Wilson Pike Circle, Ste. 103A
Brentwood, TN 37024

Kara S. Reese, Esq.
102 Woodmont Blvd., Suite 200
Nashville, TN 37205

on this the 5th day of February, 2020.

Catherine Jackson
Deputy Clerk

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 THIRD Circuit Court for Davidson County, Tennessee, on the 05 day of FEBRUARY, 2020, in Docket Number 19D1396 between DEMARCE, KATIE JO PUMPER, Plaintiff, and DEMARCE, BRIAN MICHAEL, 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 10 day of FEBRUARY in the year two thousand twenty and in the 243rd year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]



By: _____
Deputy Clerk