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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 12 day of MAY, 2020, in Docket Number 20D291 between MATHISEN, MARGARET MARY, Plaintiff, and DUNIGAN, GREGORY RICHARD, 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 JULY in the year two thousand twenty and in the 244th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____ *Deputy Clerk*

[SEAL]

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Margaret Mary Mathisen, *Plaintiff/Wife,* **v.** **Gregory Richard Dunigan,** *Defendant/Husband.*	**Docket No. 20D291**

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 12th day of May 2020, before the Honorable Philip E. Smith, Judge for the Fourth Circuit Court for Davidson County, Tennessee, upon the *Complaint for Divorce* filed by Wife/Plaintiff.

Based upon the *Marital Dissolution Agreement* submitted to the Court for approval, testimony offered in open Court, statements of counsel and the entire record as a whole, the Court finds as follows:

1. There exists between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.
2. The *Marital Dissolution Agreement* submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that Plaintiff, Margaret Mary Mathisen is hereby awarded an absolute divorce on the ground of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

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It is further **ORDERED, ADJUDGED AND DECREED** that the *Marital Dissolution Agreement* executed by the parties and submitted to this Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the *Agreement* and hereby adopts it in the entirety as a separate Order of this Court, and more particularly set out as follows, to wit:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Margaret Mary Mathisen,
Plaintiff,

v.

Gregory Richard Dunigan,
Defendant.

Docket No. 20D291

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **Margaret Mary Mathisen** (hereinafter referred to as "Wife") and **Gregory Richard Dunigan** (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

WHEREAS, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE**: The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS**: Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the

GD
Husband

Wife

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EFILED 05/12/20 11:41 AM CASE NO. 20D291 Richard R. Rooker, Clerk

parties acknowledge that the Wife is represented by attorney Roland T. Hairston, II and the Husband is represented by Morgan E. Smith, Esq.

3. **TAX LIABILITY**: The parties shall file a joint tax return for 2019 and each party shall be responsible for 50% of any tax obligation. If a tax refund is paid, each party shall receive 50% of said refund. The parties shall file separate tax returns in 2020.

For all amounts paid by the United States Treasury to Husband and Wife under the COVID-19 related C.A.R.E.S Act, all funds shall be divided equally between the parties throughout the end of the 2020 tax year.

The accountant's fees shall be paid out of any tax refund or if there is not enough of a refund to satisfy the cost, it shall be divided equally between the parties.

4. **BUSINESS ENTITY**: The parties have maintained an AirBnb business under the name, "Meg & Greg" using the following URL's: https//www.airbnb.com/rooms/33246989, and https//www.airbnb.com/rooms/40656729.

All right, title and interest in the business including all rights to the Airbnb account associated with the business and use of the AirBnB URL, account or reviews, shall be the sole property of Wife, free and clear of any claim from Husband. Wife shall be solely responsible for any liability related to the business.

5. **REAL PROPERTY**: The parties acknowledge that they own three pieces of real property listed below:

1. 2502 Sleepy Hollow Drive, Nashville, TN 37217 - The legal description of said real property is as follows:

> *Land in Davidson County, Tennessee, being Lot No. 408 on the Plan of Edge-O-Lake Estates, Section Six of record in Plat Book 3700, Pages 15 and 16, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.*

Husband

Wife

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Beginning at a point on the Northerly margin of Sleepy Hollow Drive at the common dividing line of lots 408 and 409; thence Northwardly 113.16 feet to a point; thence Eastwardly 113.54 feet to a point in the Westerly margin of Rychen Drive; thence Southwardly along said margin 85 feet to a concrete monument at the beginning of a curve; thence around said curve, Southwestwardly 30.27 feet to a concrete monument in the Northerly margin of Sleepy Hollow Drive; thence Westwardly along said margin 80.54 feet to the beginning.

Being the same property conveyed to Gregory R. Dunigan and Margaret M. Mathisen, Husband and Wife, from Gregory R. Dunigan, a married man, by Quitclaim Deed dated February 8, 2019 and recorded on February 14, 2019 in Instrument No. 20190214-0013981.

All right, title and interest in and to the real property at 2502 Sleepy Hollow Drive, Nashville, TN 37217 is awarded to Husband, free and clear of any claim of Wife and Wife is divested of the same. Said property is unencumbered by debt. Husband shall pay to Wife $65,000.00 for her equitable interest in the real property in the following manner: $40,000.00 on or before May 1, 2020 and $25,000.00 when the property is sold or by May 1, 2022, whichever takes place first. Wife is currently living in this property however, Husband shall take possession of the property on or before May 1, 2020 and shall be solely responsible for any and all expenses associated with said real property and shall indemnify and hold Wife harmless thereon.

2. 739 Belmonte Park Drive, Dayton, OH 45405 - The legal description of said real property is as follows:

Situate in the City of Dayton, County of Montgomery, State of Ohio and being Lot Number 38967 of the consecutive numbers of lots on the revised plat of the City of Dayton, Montgomery County, Ohio.

Parcel Number: R72 06706 0009

Of record in Instrument Number 2019-00008411 with the Montgomery County Recorder, Dayton, Ohio.

All right, title and interest in and to the real property at 739 Belmonte Park Drive, Dayton, OH 45405 is awarded to Wife, free and clear of any claim of Husband and Husband is

Husband

Wife

EFILED 04/30/20 02:03 PM CASE NO. 20D291 Richard R. Rooker, Clerk

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divested of the same. Said property is unencumbered by debt. Husband is currently living in this property however, Wife shall take possession of the property on or before May 1, 2020 and Wife shall be solely responsible for any and all expenses associated with said real property and shall indemnify and hold Husband harmless thereon.

3. Grand Pacific Palisades Timeshare - Said real property was recorded in a Certificate of Reconveyance for property located at Grand Pacific Palisades to Gregory R. Dunigan, a single man, and Margaret M. Mathisen, an unmarried woman as joint tenants. This reconveyance was recorded in the Office of the County Recorder of San Diego County on January 30, 2003 as File/Page No. 03-001007483 of Official Records, from the Deed of Trust, which was recorded on November 21, 2001 as File/Page No 01-0849818 of Official Records.

All right, title and interest in and to said timeshare/real property at Grand Pacific Palisades is awarded to Wife, free and clear of any claim of Husband and Husband is divested of the same. Wife shall be solely responsible for any and all expenses associated with said real property and shall indemnify and hold Husband harmless thereon.

6. **AUTOMOBILES**: The Wife is awarded the 2007 Nissan Murano automobile free and clear of any claim of the Husband, and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. This vehicle is unencumbered by debt.

The Husband is awarded the 2007 Dodge Charger automobile free and clear of any claim of the Wife, and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. This vehicle is unencumbered by debt.

Each of the parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Each of the parties shall be responsible for seeing that the vehicle awarded to him or her under the terms of this

Husband

Wife

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EFILED 05/12/20 11:41 AM CASE NO. 20D291 Richard R. Rooker, Clerk

agreement is properly insured and shall indemnify and hold the other party harmless from any liability thereon.

7. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:**

Husband shall be awarded the following:

a. Husband's family heirlooms including the governor's desk in the Nashville residence.

b. All living room furniture in the Nashville residence

c. All kitchen furniture and appliances in the Nashville residence

d. All master bedroom furniture in the Nashville residence

e. The lawn mower in the Nashville residence

f. The Arlo system in the Nashville residence

g. All furniture, art and appliances in "The Bungalow" portion of the Nashville residence

Wife shall be awarded the following:

a. All furniture and appliances in the guest room including the office furniture in the Nashville residence

b. All furniture in the Den in the Nashville residence

c. All furniture, art and appliances in "The Cottage" portion of the Nashville residence

d. All furniture and appliances currently in the Dayton residence including garage items; leaf blower and wheelbarrow

8. **BANK ACCOUNTS**: Each of the parties is awarded the contents of any checking, savings or other bank account listed in his or her name individually free and clear of any claim of the other party. The parties do not have any joint bank accounts.

9. **MAJOR MEDICAL INSURANCE**: The parties have complied with the provisions of T.C.A. §56-7-2366. Each of the parties shall be responsible for securing and maintaining his

Husband

Wife

EFILED 04/30/20 02:03 PM CASE NO. 20D291 Richard R. Rooker, Clerk

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or her own major medical and hospitalization insurance.

10. **DEBTS AND OBLIGATIONS**: Each of the parties shall be responsible for paying any debt, credit card or charge account listed in his or her name individually and shall indemnify and hold the other party harmless thereon. The parties acknowledge there are no joint debts.

NOTICE: Pursuant to T.C.A. §36-4-134 this Marital Dissolution Agreement 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 this Agreement 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.

11. **RETIREMENT**: Each spouse shall be awarded any pension or other plan or account that is qualified under the Internal Revenue Code in their name free and clear of any claim by the other party.

12. **ALIMONY**: The parties agree that neither shall pay spousal support to the other.

13. **ATTORNEY'S FEES AND COURT COSTS**: Each of the parties shall be responsible for paying his or her own attorney's fees. Each party shall be responsible for half of the court costs in this cause for which execution may issue, if necessary.

14. **FULL DISCLOSURE**: Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets that are considered by a Court of competent jurisdiction to be marital property, then in that event, upon Petition of either party, said assets shall be divided equally between the parties.

Husband

Wife

EFILED 04/30/20 02:03 PM CASE NO. 20D291 Richard R. Rooker, Clerk

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15. **REVOCATION OF BENEFICIARY DESIGNATION**: Husband and Wife agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either Husband or Wife which designate the other as a beneficiary shall be, and are hereby revoked. Such documents shall include, but are not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, pension plans, retirement programs, 401(k) accounts, incentive and thrift plans, employee benefit programs, and all other such plans and accounts of any description whatsoever. It is the intent of Husband and Wife herein that neither party shall receive any proceeds as a beneficiary of the other party from and after the execution of this Agreement unless otherwise provided under the terms of this Agreement; or, unless a new beneficiary designation is executed after the execution of this Agreement, designating the other party as beneficiary.

16. **RELEASE OF TORT CLAIMS**: For and in consideration of the dispositions of the parties' various properties, assets and liabilities as set forth herein, and in consideration of the execution of this Agreement by each of the parties, each party does hereby release, discharge and forever waive any tort action or claim which he or she may have against the other party of any kind or of any nature whatsoever.

17. **MISCELLANEOUS PROVISIONS**:

(A) **Effect of Bankruptcy**: Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, it is the intention of the parties that such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) and shall not be dischargeable in bankruptcy as to the other party.

(B) **Creditor Claim Recovery**: In the event a creditor of either party makes a claim

Husband

Wife

EFILED 04/30/20 02:03 PM CASE NO. 20D291 Richard R. Rooker, Clerk

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EFILED 05/12/20 11:41 AM CASE NO. 20D291 Richard R. Rooker, Clerk

against the other party, which is upheld by a Court of competent jurisdiction, to pay any debts 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 responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) **Enforcement**: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement or any Permanent Parenting Plan incorporated into the Final Decree, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) **Ratification & Incorporation**: It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in The Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(E) **Waiver**: It is understood and agreed 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor 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.

Husband

Wife

EFILED 04/30/20 02:03 PM CASE NO. 20D291 Richard R. Rooker, Clerk

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(F) **Successors & Assigns**: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

(G) **Voluntary Execution**: 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.

(H) **Entire Agreement**: This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

(I) **Severability**: In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not affect the other provisions of this Agreement, said provisions being severable.

(J) **Necessary Documents**: It is understood and agreed between the parties that, as a 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.

(K) **Alteration or Cancellation**: 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.

(L) **Other Indebtedness**: The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that, from the date of the

Husband

Wife

EFILED 04/30/20 02:03 PM CASE NO. 20D291 Richard R. Rooker, Clerk

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divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

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

(N) **Social Media and Online Entertainment Account**: Each party is hereby awarded all rights and responsibilities to any and all social media, entertainment media and other similar online accounts solely in their respective names, free and clear of any claim of the other party. Each party is divested of any and all rights and responsibilities to any and all social media, entertainment media and other similar online accounts solely in the other party's individual name. Each party hereby agrees that any and all social media, entertainment media and other similar online accounts that are shared and/or in both parties' names have been or shall be deleted, disbanded, retired, or otherwise removed from existence. Each party intends to be returned to the respective status and expectation of privacy that they are entitled to enjoy as single individuals.

Husband

Wife

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BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

HUSBAND

WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally, appeared before me, a Notary Public in and for the above County and State, the above-named **Margaret Mary Mathisen**, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 29 day of April, 2020.

Notary Public

Heather Carpenter
Commission Expires
My Commission Expires: March 8, 2021

HEATHER CARPENTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF Tenn)
COUNTY OF Davidson)

Personally, appeared before me, a Notary Public in and for the above County and State, the above-named **Gregory Richard Dunigan**, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 23 day of April, 2020.

Notary Public

My Commission Expires: August 31, 2021

Husband

Wife

EFILED 04/30/20 02:03 PM CASE NO. 20D291 Richard R. Rooker, Clerk

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EFILED 05/12/20 11:41 AM CASE NO. 20D291 Richard R. Rooker, Clerk

It is further **ORDERED** that the parties shall equally split all court costs in this cause for which execution may issue, if necessary as set forth in the parties' Marital Dissolution Agreement.

It is further **ORDERED** that the *Complaint for Divorce* is hereby amended to reflect that the parties have no minor children born of this marriage.

It is further **ORDERED** that Roland T. Hairston, II, Esq. shall be and hereby is relieved as counsel of record and surety for Plaintiff.

It is further **ORDERED** that Morgan Smith, Esq. shall be and hereby is relieved as counsel of record and surety for Defendant.

NOTICE: Pursuant to T.C.A. §36-4-134 this Marital Dissolution Agreement 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 this Agreement 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.

Enter this 12th day of May 2020.

Honorable Philip E. Smith, Judge

APPROVED FOR ENTRY:

Roland T. Hairston, II
Roland T. Hairston, II, BPR#031473
Attorney for Plaintiff/Wife
615 Main Street, Suite 104-A
Nashville, TN 37206
Phone: 615-428-7345
Email: attorney@rolandhairston.com

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CERTIFICATE OF SERVICE

I hereby certify that on May 11, 2020, I electronically filed the foregoing document with the Circuit Court Clerk using the efiling system. I certify that the following parties or their counsel of record are registered as efiling filers and that they will be served by the efiling system or via traditional means of service (US Mail, postage prepaid, Fax or Hand-Delivery) to:

Morgan Smith, Esq.
1222 16th Avenue South, Suite 23
Nashville, TN 37212

/S/ Roland T. Hairston, II
Roland T. Hairston, II