Karen Johnson Davidson County
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JUL 01 2019

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE,
AT NASHVILLE

ENTERED
AT 11:55 AM
JUL 2 - 2019

STEPHANIE MARIE JACOBS LUNTZ ,	)	
PLAINTIFF,	)	
VS.	)	CASE NO: 2019CV147
JASON KYLE LUNTZ,	)	
DEFENDANT.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard before the Honorable Judge_____ on the day of _____, 2019. The Court finds that the Plaintiff/Wife, Stephanie Marie Jacobs Luntz, filed a Complaint for Divorce against the Defendant/Husband, Jason Kyle Luntz, on the 26th day of April, 2019. More than sixty days have lapsed since the filing of this Complaint. The Defendant waived service and both parties entered into a written and notarized Marital Dissolution Agreement providing for a fair and equitable settlement of the property rights between the parties. There are no minor children of this marriage. The Notice Regarding Insurance Coverage of Spouses and Former Spouses as required by T.C.A. § §56-7-2366 has been filed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parties shall be declared divorce based upon the grounds of irreconcilable differences, pursuant to T.C.A. §36-4-129, and the parties are restored to all the rights and privileges of unmarried persons.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Court affirmatively finds that the parties have adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court as attached.

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

STEPHANIE MARIE JACOBS LUNTZ, **Plaintiff,**	)	
vs.	)	**CASE NO:** 2019CV147
JASON KYLE LUNTZ **Defendant.**	)	

FILED
APR 26 2019
A.M. 10:33 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter fully set forth, and for the other good and valuable consideration, the receipt of which is hereby acknowledged, by and between **STEPHANIE MARIE JACOBS LUNTZ,** hereinafter referred to as **Wife**, and **JASON KYLE LUNTZ** hereinafter referred to as **Husband**, for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an absolute divorce is granted.

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, the parties state that both Wife and Husband are residents of Davidson County, Tennessee, and the acts leading to divorce occurred in Davidson County so as to allow the above-styled action to be been filed in the Chancery Court of Wilson County, Tennessee;

WHEREAS, there have been no minor children born as a result of this marriage.

WHEREAS, it is the parties desire by this Agreement to make an equitable division of all their marital property and which divides responsibility for all current indebtedness incurred during the marriage,

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WHEREAS, the parties desire that the Court approve this Marital Dissolution Agreement and that the same be made part of any Final Decree of Divorce entered in this cause.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **CHILDREN**

No children were born as a result of this marriage.

2. **REAL PROPERTY**

It is agreed by and between the Husband and Wife that the residence, **604B Eastboro Drive, Nashville, TN 37209,** shall remain the separate property of the Wife. The Wife shall refinance the home within six months (6) months of executing this Agreement. 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 Husband agrees to execute a Quitclaim Deed to the Wife if necessary, within thirty (30) days of executing this agreement.

3. **VEHICLES**

WIFE shall retain possession of her own personal vehicle, a white 2012 Ford Edge, VIN# 2FMDK3GC8CBA42105, with Wife to be individually and personally responsible for any note or indebtedness owing on same and Wife shall indemnify and hold Husband harmless for any liability related thereto.

HUSBAND shall retain possession of his personal vehicle, a blue 2007 Chrysler 300 VIN# 2C3KA53GX7H693388, with Husband to be individually and personally responsible for any note or indebtedness owing on same and Husband shall indemnify and hold Wife harmless for any liability related thereto.

The parties agree that each hereby shall relinquish any and all legal, marital or equitable interest in said motor vehicles in the possession of the other as of the date of the final hearing in this cause and both further agree to sign any motor vehicle titles or other necessary documentation, if any, to transfer sole legal ownership of said motor vehicles to the other.

4. PERSONAL PROPERTY

The parties hereto agree that they have made an equitable division of the personal property brought by each to this marriage and the personal property accumulated by the parties during this marriage. Except as otherwise provided in "Exhibit A" attached which is hereby incorporated by reference, each Party shall be deemed the sole owner of the property now in his or her possession and shall hold same free from the claims and interests of the other party.

5. MONEY ACCOUNTS

The parties further agree that all funds on deposit in any and all checking and/or savings accounts or other financial investments of any kind maintained in the individual name of each party shall be and hereby made the sole and separate property of the party in whose name each account is maintained, free and clear of any claim by the other party.

The parties have closed all joint accounts.

6. CREDITORS

The 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 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.

7. RETIREMENT/PENSION/ STOCK ACCOUNT(S)

The parties agree that each shall retain their individual 401(k), IRA, pension, and/or stock account.

8. HEALTH INSURANCE

The Wife is currently covered by her health insurance through her employer. The Husband is currently covered by the Wife's health insurance through her employer. The parties agree that the Husband shall obtain his own separate health insurance.

9. MARITAL DEBTS

The Wife shall continue to pay the mortgage on the residence located at 604B Eastboro Drive, Nashville, TN 37209 which is in her sole name. The parties agree that other than as specifically aforementioned, each party shall be personally and individually responsible for the payment of all debts heretofore contracted for or incurred by either of them individually, either during the marriage or after the date of separation and each hereby agrees to hold the other harmless for any liability related thereto.

The parties further agree that in the event a creditor makes a claim against the other party, which is upheld by a court of competent jurisdiction, to pay the debt for which the 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 any expense incurred in defending the creditors claim, including reasonable attorney fees.

The Wife shall be responsible for the following debts:

	Creditor	Balance	Acct.
1.	Amerihome Mortgage	$309,034.49	1644
2.	Amex	$10,452.46	3905

The Husband shall be responsible for the following debts:

1. Mastercard	$6,770.13	5858
2. Lowe's Credit Card	$4,139.96	7004
3. Bridgecrest	$8,576.33	8302
4. Navy Federal Credit Union	$6,011.76	9343

10. ALIMONY

That both parties agree to forever relinquish any claim against the other for alimony pendente lite, or permanent.

11. ENFORCEMENT

In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for the reasonable expenses, including attorney's fees incurred in prosecuting an action.

12. INCORPORATION

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Chancery Court for Wilson County, Tennessee and submitted to the Court for ratification and incorporation in the Final Decree of Divorce between the parties.

13. FULL AND FINAL SETTLEMENT

It is understood and agreed between the parties that this agreement is 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 hereafter acquire under the law of any jurisdiction with respect to the other's property,

including without limitation, dower, curtsy, 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 of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either may acquire in the future.

14. BINDING AGREEMENT

This Agreement shall be binding upon and inhere to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. DISCLOSURE OF ALL ASSETS

The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest.

16. VOLUNTARY AGREEMENT

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and their legal effects 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.

17. 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.

18. VALIDITY

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In the event 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.

19. EXECUTING DOCUMENTS

It is understood and agreed between the parties that, as 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.

20. BANKRUPTCY

Whenever one party is required by the terms of this Agreement to assume full responsibility for payment of certain debts and /or indemnify and hold the other party harmless from any liability thereto, such obligation shall be deemed to be a support obligation pursuant to 11 U.S.C. 523(a)(5), which is not dischargeable in Bankruptcy as to the other party.

21. MODIFICATION WAIVER

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.

22. 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.

23. NO TAX ADVICE

Both parties acknowledge that neither of them are relying upon any tax advice from Brittany Gates and that Brittany Gates has 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 from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

24. TAX RETURNS

Both parties agree that they will file their 2018 tax return(s) separately and will remain to do so for each year thereafter.

The parties have filed joint tax returns for the preceding years. In the event of any claim for taxes, interest, penalties, fines, deficiencies, losses, expenses or other claims arising out of any joint income tax(es) previously filed by the parties, the party whose income or claimed deduction is the cause or basis for any such claim shall bear the cost and expense thereof and pay such obligation and shall indemnify and hold harmless the other party from any liability thereof.

25. MILITARY OATH

Both parties, by their signatures hereon, make oath that they are not in the military service of the United States, or any other allied nation, and have not been such since prior to the time of the filing of the Complaint for Divorce in this cause.

26. ATTORNEY FEES AND COURT COSTS

The parties acknowledge that the **WIFE** is represented by BRITTANY GATES and she shall be individually responsible for payment of Ms. Gate's attorney fees relative to this divorce proceeding, and the **HUSBAND** is pro se. The parties further agree to divide court costs equally.

31. MISCELLANEOUS

a) The parties acknowledge and agree that the obligations created by this Agreement and by the law generally in connection with their divorce, should a divorce be granted in this cause, are subject to modification as provided now and in the future by the laws of the State of Tennessee.

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b) The parties hereby acknowledge that this Agreement contains an equitable settlement of any property rights between them.

c) Neither party will charge to or pledge the credit of the other after the execution of this Agreement. Each party will be solely responsible for his or her own debts or obligations incurred after the date of this Agreement.

d) Except as otherwise herein expressly provided, the parties shall and do hereby mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both at law and in equity, which either of them ever had, now have, or may hereafter have against the other upon to the date of this Agreement.

e) Each party hereby releases and relinquishes any and all rights that he or she may now have or may hereafter acquire as spouse under the present or future laws of any jurisdiction (i) to share in the estate of the other party upon the latter's death; and (ii) to act as executor or administrator of the party's estate. This provision is intended to constitute a mutual waiver by the parties to take under each other's Last Will and Testament under the present and future laws of any jurisdiction whatsoever.

f) No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both of the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

g) Should either party fail to abide by or perform the agreements herein, he or she shall be liable to the other for all reasonable attorney's fees, costs and expenses incurred by the other in securing performance.

h) This Agreement shall be deemed a Tennessee contract.

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i) Each party shall at any time and from time to time hereafter take any and all steps to execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonably require within fourteen (14) days after written request for the purpose of giving full force and effect to the provisions of this Agreement.

j) Any and all notices given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the last known residence address of the parties.

k) The parties respectively acknowledge that each has had independent legal advice by counsel of his or her own selection; that each fully understands the facts and has been fully informed as to his or her legal rights and obligations, and that having had such advice, and with such knowledge, each of them is signing this Agreement freely and voluntarily.

l) This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth. This Agreement shall become binding and effective upon entry of the final decree of divorce in this cause.

m) The parties, exclusive of the terms and provisions of this Agreement, each waive all right, title and interest in and to the property and estate of the other, including marital rights by way of dower, homestead exemption, year's support, elective share or otherwise, and each of the parties hereby releases and discharges the other from any and all controls, claims, demands, actions or causes of action, except as to the obligations imposed by this Agreement, this being intended as a full, final and complete settlement of the property, marital rights and other rights of and between the parties.

n) Whenever one party is required by the terms of this Agreement to assume full responsibility for payment of certain debts and /or indemnify and hold the other party harmless from any liability

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thereto, such obligation shall be deemed to be a support obligation pursuant to 11 U.S.C. 523(a)(5), which is not dischargeable in Bankruptcy as to the other party.

o) 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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures to this Agreement the day and year written below.

STEPHANIE MARIE JACOBS LUNTZ,
Wife
Dated: 4/12/19

JASON KYLE LUNTZ, Husband
Dated: 4-12-19

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****

STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **STEPHANIE MARIE JACOBS LUNTZ**, with whom I am personally acquainted, or who has presented sufficient documentary proof of HER identity, and who upon oath, acknowledged that SHE executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal in Brentwood, Tennessee, on this the 11th day of April 2019.

Irene Kennedy
NOTARY PUBLIC
My Commission Expires: 10/11/2022

IRENE KENNEDY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

****

STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **JASON KYLE LUNTZ**, with whom I am personally acquainted, or who has presented sufficient documentary proof of HIS identity, and who upon oath acknowledged that HE executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal in Brentwood, Tennessee on this the 11th day of April, 2019.

Irene Kennedy
NOTARY PUBLIC
My Commission Expires: 10/11/2022

IRENE KENNEDY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

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EXHIBIT A

Items to Wife

- Half (½) of the canned goods
- One (1) ring
- One (1) Apple TV 4K

FILED
APR 26 2019
A.M. 10:35 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

Items to Husband

- Assorted bar glasses
- Half (½) of the canned goods
- Recreation room furniture
- Master bedroom furniture
- Guest towels
- King size bedsheets
- Personal luggage
- Personal clothing
- One (1) ring
- Two (2) televisions
- Work laptop
- Mac desktop computer
- One (1) Apple TV 4K
- Personal books

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this decree 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 the decree for an account, any debt associated with an account or any debt. The parties shall decide if it is in their best interest to cancel, close or freeze any jointly held accounts.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Wife shall be restored to her maiden name of Stephanie Marie Jacobs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Brittany Gates, Esquire is relieved as counsel for the Wife.

The unpaid costs of this cause shall be taxed equally to the Husband and Wife, for which execution may issue if necessary.

This Order adjudicates all issues in this matter and is a final judgment. All motions or claims for relief not addressed in this Order or any prior orders of the Court are hereby denied.

ENTERED this the 2nd day of July, 2019.

JUDGE

CHANCERY COURT OF WILSON COUNTY, TENN. LEBANON

APPROVED FOR ENTRY:

Brittany Gates, BPR 30936
Attorney for Plaintiff/Wife
1616 Westgate Circle, Suite 116
Brentwood, TN 37207
(615) 844-6195: Office
(615) 844-6196: Facsimile
brittany@gateslawtn.com

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

14th day of September, 2021
MILLIE SLOAN, CLERK & MASTER
D. C&M

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served on the following by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission on this the 27th day of June, 2019.

Jason Kyle Luntz
604B Eastboro Drive
Nashville, TN 37209

Brittany Gates, Esq.

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TRUE COPY CERTIFICATION

I, George E. Mudter, Jr., 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 on 9/14/2021.

George E. Mudter, Jr.
Dated 9/14/2021

State of Tennessee
County of Davidson

Personally appeared before me, Stacy L. Thomas, a notary public for this County and State, George E. Mudter, Jr., who acknowledged that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public
Dated 9/14/2021

My commission expires 10/2/2023

