Karen Johnson Davidson County
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STATE OF TENNESSEE

I, JOSEPH P. DAY, 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 06 day of JULY, 2022, in Docket Number 22D561 between HEYER, JANET, Plaintiff, and HEYER, CHRISTOPHER, 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 26 day of APRIL in the year two thousand twenty-three and in the 246th year of American Independence.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

[SEAL]

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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JANET HEYER, *Plaintiff/Wife,* **v.** **CHRISTOPHER HEYER,** *Defendant/Husband.*	**Docket No. 22D561**

FINAL DECREE OF DIVORCE

This cause came on to be heard on July 6, 2022, before the Honorable Phillip Robinson, Judge for the Third Circuit Court of Davidson County, Tennessee, upon the Wife's *Complaint for Divorce* filed on or about April 13, 2022.

Present in open court was the Plaintiff/Wife, Janet Heyer, represented by Roland T. Hairston, II, Esq. and Hunter T. Evans, Esq.

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 further **ORDERED, ADJUDGED AND DECREED** that Plaintiff, Janet Heyer, 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 THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Janet Heyer, *Plaintiff,* **v.** **Christopher Heyer,** *Defendant.*	**Docket No. 22D561**

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **Janet Heyer** (hereinafter referred to as "Wife") and **Christopher Heyer** (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**: 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

C.H.
Husband

JH
Wife

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parties acknowledge that the Wife is represented by Roland T. Hairston, II, Esq. and the Husband is representing himself.

3. **GOVERNING LAW**: This agreement shall be governed by the laws of the State of Tennessee in all respects.

4. **CUSTODY/VISITATION/CHILD SUPPORT**: The parties do not have any minor children born of this marriage.

5. **REAL PROPERTY**: The parties acknowledge that they own the following real property:

A. 5203 Idaho Avenue, Nashville, TN 37209 (Davidson County Register of Deeds Legal Reference Number: 20161212-0130116) – The legal description of said property is as follows:

Land situated in Davidson County, Tennessee Being the westerly 50 feet of the easterly 490 feet of the northerly 160 feet of Lots 23 and 24 on the Plan of Realty Savings Bank & Trust Company's Revised Plan of West Extension of Charlotte Park Company's First Addition, as of record in Book 421, page 18, Register's Office for said County.

Said Parts of said lots adjoin and front together 50 feet on the southerly side of Idaho Avenue, formerly 5th Avenue, and run back between parallel lines, parallel to and 440 feet west of 51st Avenue North 160 feet to a dead line.

Being the same property conveyed to Christopher Heyer, an unmarried man, by warranty deed from Revision Homes, LLC, a Limited Liability Company, dated December 1, 2016 and recorded December 12, 2016 as Instrument No. 201612120130116, in the Register's Office for Davidson County, Tennessee.

Husband is awarded all right, title and interest in said property free and clear of any claim of Wife and Wife is divested of any ownership interest in said real property. Husband shall be solely responsible for any debt associated with said real property and shall indemnify and hold Wife harmless thereon. Wife is not a co-borrower on the mortgage for said real property.

C.H.
Husband

JH
Wife

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B. 7277 Charlotte Pike, Unit 102, Nashville, TN 37209 (Davidson County Register of Deeds Legal Reference Number: 20210701-0089580) – The legal description of said property is as follows:

Being Unit 2 on the Plan of West Park Phase 1, as established by a Master Deed for West Park Homeowners Association, Inc., of record in Plat Instrument Number 20040304-0024541 and as further set out on a Plan of West Park Phase 1, of record as Instrument Number 20040624-0075135, said Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of said property.

Being the same property conveyed to Christopher Heyer, by deed from Fannie Mae Aka Federal National Mortgage Association, of record in Instrument No. 20150224-0015897, dated February 15, 2015, Register's Office for said County.

Husband is awarded all right, title and interest in said property free and clear of any claim of Wife and Wife is divested of any ownership interest in said real property. Husband shall be solely responsible for any debt associated with said real property and shall indemnify and hold Wife harmless thereon. Wife is not a co-borrower on the mortgage for said real property.

Husband shall pay to Wife the sum of $134,000.00 (One Hundred Twenty-Eight Thousand Dollars and Zero Cents) within 90 days of the entry of the *Final Decree of Divorce* which shall be paid as follows:

1. Husband shall pay to Wife $10,000.00 on or before May 1, 2022;
2. Husband shall pay to Wife $10,000.00 on or before June 1, 2022;
3. Husband shall pay to Wife $10,000.00 on or before July 1, 2022;
4. Husband shall pay to Wife $10,000.00 on or before August 1, 2022;
5. Husband shall pay to Wife the remaining $94,000.00 on or before 90 days after the entry of the *Final Decree of Divorce*.

C. 2413 Booker Street, Unit A, Nashville, TN 37208 (Davidson County Register of Deeds

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Husband

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Legal Reference Number: 20210701-0089583) – The legal description of said property is as follows:

Land in Davidson County, Tennessee, being Units 2413A, on the Plan of Booker Street Residences III attached as Exhibit "B" to the Declaration of Covenants, Conditions, and Restrictions for Booker Street Residences III, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20200327-0033397, in the Register's Office for Davidson, Tennessee, to which reference is hereby made for a more particular description of said unit.

Being the same property conveyed to Christopher E. Heyer, a married man, by deed from Rhythm Homes and Development, LLC, a Tennessee Limited Liability Company, of record in Instrument No. 20201027-0124291, dated October 22, 2020, Register's Office for said County.

Husband is awarded all right, title and interest in said property free and clear of any claim of Wife and Wife is divested of any ownership interest in said real property. Husband shall be solely responsible for any debt associated with said real property and shall indemnify and hold Wife harmless thereon. Wife is not a co-borrower on the mortgage for said real property.

6. **AUTOMOBILES**: The Wife is awarded the 2014 Mercedes CLA 250 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. The Wife shall be responsible for any indebtedness associated with said vehicle and shall indemnify and hold the Husband harmless thereon.

The Husband is awarded the 2016 Toyota 4Runner 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. The Husband shall be responsible for any indebtedness associated with said vehicle and shall indemnify and hold the Wife harmless thereon.

Each of the parties shall execute any and all necessary documents to transfer the

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Husband

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Wife

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

7. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The parties have previously divided all items of household furniture, furnishings and appliances and each of the parties is hereby awarded all items of household furniture, furnishings and appliances currently in his or her possession free and clear of any claim of the other party.

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 have a joint account with Synovus Bank. The contents and right to use said account shall be awarded to Husband, free and clear of any claim of Wife and Husband shall indemnify and hold Wife harmless on any liability associated with said account. Wife shall execute any necessary documents to relinquish ownership of said account.

9. **MAJOR MEDICAL INSURANCE:** The parties have complied with the provisions of T.C.A. §56-7-2366.

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.

Neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter

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secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. All credit and charge card have been returned to the person responsible for the account. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

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, and the Wife shall pay 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

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shall be divided equally between the parties.

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, devisee or legatee shall be, and are hereby revoked unless otherwise provided for herein. 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 and any will or testamentary writing executed before the date of this agreement. 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. Each party further releases any claim they may have in the proceeds received by the other party as a result of any tort and/or personal injury action heretofore resolved, currently pending, or hereafter initiated by either party against third parties.

17. 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

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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.

18. **CREDITOR CLAIM RECOVERY**: In the event a creditor of either party makes a claim 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.

19. **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 of Divorce*, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

20. **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 of Divorce* between the parties.

21. **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. It is understood and agreed between the parties that this Agreement is intended to be a full, final and complete 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

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Wife

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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. Both parties acknowledge that, had this matter gone to trial, they may have received more or less than they are individually receiving under 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.

22. **SUCCESSORS & ASSIGNS**: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

23. **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, promise or consideration not herein stated. Neither party is at the time of this agreement under the influence of any intoxicant or drug that would impair his or her judgment and neither party is experiencing any psychological problem or condition that would impair his or her judgment other than the stress normally expected in a divorce. 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.

24. **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.

25. **NECESSARY DOCUMENTS**: It is understood and agreed between the parties that, as a

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Husband

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Wife

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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. The parties agree that Wife shall sign quitclaim deeds to transfer properties after Husband has paid the balance of the $134,000.00 equity payment provided herein (See §5, B.).

26. 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. Failure of either party to insist upon strict performance of any part of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

27. 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 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.

28. PRIOR TAX LIABILITY: If, in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due shall be borne by the party at fault for the deficiency. Each party represents and warrants that all information supplied for all tax returns during the marriage are, in all respects, true, correct and fully and accurately reflect income and deductions for those years. In the event any additional documentation is needed regarding any joint Federal Income Tax

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Wife

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Returns heretofore filed by the parties (e.g. a Federal Income Tax Amendment), the parties shall reasonably cooperate with one another to execute and submit said paperwork.

The parties agree to file separate tax returns for the year 2022. Any amount owed shall be the sole responsibility of that party, who shall indemnify and hold harmless the other party for any liability related to said debt. Any refund owed to either party shall be awarded to that party free and clear of any claim of the other party.

29. 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. Both parties understand that they may have liability to the Internal Revenue Service that may transcend any provisions of this agreement and that legal counsel for the parties has not served as a tax advisor for either party.

30. WAIVER OF DISCOVERY: By signing this agreement, both parties acknowledge their respective rights under the Tennessee Rules of Civil Procedure, to participate in written interrogatories, requests for production of documents and/or oral depositions as a part of this proceeding. Both parties agree that they have had such access to records, documents, accounts, things, experts, and information as they desire prior to entering into this agreement and both parties acknowledge that they have individually decided to enter into this agreement without exercising their right to complete any further discovery. Both parties understand that it may be in his or her best interest to participate in written discovery. Both parties waive the right to undergo further discovery and desire to enter into this agreement to settle this matter according to the

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Husband

JH
Wife

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terms set forth in this Agreement, subject to the Court's approval.

31. **REVOCATION OF PERMISSION**: Upon the signing of this Agreement, both parties hereby revoke and cancel any prior permission given to the other party or their agents, at any time, to use the other party's passwords of any kind or to access the other party's accounts of any kind, including, but not limited to: cellular and telephone records, email accounts, bank accounts, social media accounts, entertainment media and access to either party's devices including, but not limited to, the other party's computer, cellular telephone, tablet, or any other device or digital identity, profile or account. Permission is further revoked from access to any areas which the other person may have an expectation of privacy, whether tangible or intangible. Any use of the information described above or any access to any accounts, devices, or areas described above, without the express written consent of the other party shall be considered a violation of the other party's privacy rights.

32. **CONFIDENTIALITY**: The parties acknowledge that they work in the same industry and that the details of their private life shall remain confidential. As such, neither party shall share photos and/or details of their children's lives without mutual consent. Neither party shall make negative mention of the other nor tag the other spouse in negative social media posts. Neither party shall disclose marital financial details or business dealings and finances. Neither party shall post about legal matters, past or current. Neither party shall post about extended family members. Neither party shall intentionally interfere with any business relationship.

33. **WIFE'S NAME**: Wife shall be restored to her maiden name, Janet Abeja.

C.N.
Husband

JA
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 **Janet Heyer**, 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 22nd day of April, 2022.

Payton Doherty
Notary Public

Payton Doherty
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 5/9/23

STATE OF Tennessee)

COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Christopher Heyer**, 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 10 day of June, 2022.

Zachary Robertson
Notary Public

ZACHARY ROBERTSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 8 September 2025

CH
Husband

JH
Wife

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It is further **ORDERED** that each of the parties shall be responsible for paying his or her own attorney's fees and the parties shall be responsible for paying any unpaid court costs equally in this cause for which execution may issue, if necessary, as set forth in the parties' *Marital Dissolution Agreement.*

It is further **ORDERED** that Plaintiff is restored to her prior legal maiden name, Janet Abeja.

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

NOTICE: Pursuant to T.C.A. §36-4-134 this *Final 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 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.

ENTERED THIS 6th DAY OF JULY 2022.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

/S/ Hunter T. Evans

Roland T. Hairston, II, BPR#031473
Hunter T. Evans, BPR#037791
Attorney for Wife
615 Main Street, Ste. 106
Nashville, TN 37206
Phone: (615) 428-7345
attorney@rolandhairston.com
hunter@rolandhairston.com

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CERTIFICATE OF SERVICE

I hereby certify that on July 6, 2022 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:

Christopher Heyer
7277 Charlotte Pike, Unit 102
Nashville, TN 37209

/S/ Hunter T. Evans
Hunter T. Evans