

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

FILED
2018 MAY -3 AM 9:46
RICHARD B. ROBERTS, CLERK
D.C.

KAREN ALYSE HIGBEE ORNE,

Plaintiff,

v.

Case No. 17D-560

NEIL ARTHUR ORNE,

Defendant.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between KAREN ALYSE HIGBEE ORNE (hereinafter referred to as "Wife") and NEIL ARTHUR ORNE (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Wife filed a Complaint for Divorce against Husband on March 28, 2017, same being Civil Action No. 17D-560 in the Third Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

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1. **DIVORCE**. Wife shall obtain a divorce against Husband on the grounds of irreconcilable differences. This Agreement shall be presented to the Court for approval and incorporation into the Final Decree.

2. **NO MINOR CHILDREN**. The parties have no minor children and none are expected.

3. **REAL ESTATE**. Husband shall receive, as his sole and separate property, the real property situated at 909 Lakemont Drive, Nashville, Davidson County, Tennessee, which is titled in Husband's sole name. This property is currently encumbered by a debt owed to Calibur Home Loans, which debt is in the parties' joint names. As of entry of the Final Decree of Divorce, this mortgage shall be, and is hereby, the sole and separate responsibility of Husband, free and clear of any responsibility by Wife. Husband shall be solely and separately responsible for paying all costs, expenses, and liabilities associated with the 909 Lakemont Drive property, including but not limited to mortgage, taxes, insurance, utilities, maintenance and repairs, and he shall hold Wife harmless from any liability therefor.

Within 90 days of entry of the Final Decree of Divorce, Husband shall refinance the property in order to remove Wife's name from any liability associated therewith and pay Wife the sum of \$52,100.00 as set forth in paragraph eight. Wife shall cooperate with the Husband in regard to his refinance of the property, and she shall immediately execute any necessary documents, including, but not limited to a Quitclaim Deed divesting her of any interest in the property which counsel for Husband shall hold in escrow pending the closing of the refinance.

In the event Husband is unable to refinance the property in order to remove Wife's name from the liability associated therewith, the property shall immediately be listed for sale and shall remain on the market until it is sold or pending further orders of the Court. Husband shall

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maintain the property in good and showable condition. Husband shall be responsible for timely payment of all indebtedness, insurance, taxes, utilities, and other expenses associated with the property while it is on the market for sale, and he shall hold Wife harmless and indemnify her thereon. Upon the sale of the property, after payment of the mortgage, realtor's fees and any closing costs, \$52,100.00 of the net proceeds shall be paid to Wife and the remaining net proceeds shall be paid to Husband, free and clear of any claim of the Wife. In the event the property has not sold within six (6) months of being listed for sale, either party may request that the Court order the property sold at absolute auction. In the event Husband does not pay Wife \$52,100.00 as set forth herein within ninety (90) days of entry of the parties' Final Decree of Divorce, Wife may file a motion with the court to seek to have this sum in the amount of \$52,100.00 reduced to a judgment against Husband.

Husband shall be entitled to claim the mortgage interest and real property taxes on the property for the years 2017 and thereafter.

4. **PERSONAL PROPERTY.** Husband shall receive all items of household goods, furnishings and equipment in his possession as his sole and separate property free of all claims by Wife except that Wife shall receive the items on attached **Exhibit A** from Husband's possession. Wife shall pickup said items from Husband's possession at a date and time agreed upon by the parties within 30 days of execution of this Agreement. Wife shall receive all items of household goods, furnishings and equipment in her possession as her sole and separate property free of all claims by Husband. In addition, each party shall receive any items of personal property owned by her before the marriage, gifted to or inherited by her during the marriage, or items particular to that party such as clothing, jewelry, and memorabilia.

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5. AUTOMOBILES. Wife shall receive the 2015 Lexus IS 250, which is titled in her sole name, as her sole and separate property, free of all claims by Husband. Wife shall be solely and separately responsible for paying the debt owed on the vehicle and she shall hold Husband harmless from any responsibility therefor.

Husband will receive the 2015 Jeep Wrangler and the 2007 Harley Davidson FLHRS Road King motorcycle, which are titled in his sole name, as his sole and separate property, free of all claims by Wife. Husband shall be solely and separately responsible for paying any indebtedness owed on the vehicles and he shall hold Wife harmless from any responsibility therefor.

Upon execution of this Agreement, each party shall be solely and separately responsible for paying all costs, expenses, insurance and liabilities for his or her automobiles and shall indemnify and hold the other harmless.

6. MONETARY ACCOUNTS. Each party shall receive all other monetary accounts in his or her sole name as his or her sole and separate property, free of all claims by the other party. Wife shall receive the funds on deposit in the parties' joint account at SunTrust Bank account no. ending # [REDACTED] and she shall close the account within 10 days of execution of this Agreement.

7. RETIREMENT ACCOUNTS. Each party shall receive all retirements accounts in her sole name as her sole and separate property, free of all claims by the other.

8. EQUALIZATION PAYMENT. In order to achieve an equitable division of marital assets, Husband shall pay to Wife the sum of \$52,100.00 upon the refinance of the mortgage debt encumbering the marital residence, as set forth above. Said payment shall be made within 90 days of entry of the Final Decree of Divorce in this matter.

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9. **MEDICAL INSURANCE.** Each party currently maintains his or her own medical insurance through their respective employment. Therefore, no COBRA notice is required. Each party shall be responsible for paying his or her own medical insurance premiums in the future and any and all uninsured medical and dental costs and expenses. There are no outstanding medical or dental bills owed by either party for which the other party may be liable.

10. **LIFE INSURANCE.** Each party shall be, and is hereby, awarded any and all life insurance policies, if any, listed in her name, free and clear of any claim by the other party. All right, title, and interest of either party in and to any life insurance policy awarded to the other party by the terms of this Agreement shall be, and is hereby, divested out of that party and vested absolutely in the other party according to the terms of this Agreement.

11. **ALIMONY.** There will be no alimony or spousal support paid by either party to the other. Each party hereby waives any and all claims she has or may have for alimony of spousal support, both now and in the future.

12. **ATTORNEY FEES.** Each party shall pay his or her own attorney for services rendered in connection with the divorce proceedings pending in the Third Circuit Court for Davidson County, Tennessee and in connection with the preparation and negotiation of this Agreement.

13. **COURT COSTS.** Husband shall pay any unpaid court costs associated with the divorce proceedings pending in the Third Circuit Court for Davidson County, Tennessee.

14. **MEDIATION FEES.** Husband shall pay the mediation fees due to Kristen Amonette in this case.

15. **DEBTS.** Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by

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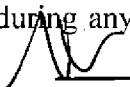
him and further agrees to hold Wife harmless from any liability for such debts. Specifically, Husband shall be responsible for payment of the Bank of America Visa account ending # [REDACTED], the debt owed to Sheffield Financial, California Closet and the debts owed to his nephew, brother, and mother. Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Husband harmless from any liability for such debts. Specifically, Wife shall be responsible for the Discover Card account ending [REDACTED], her student loan debt and all credit cards in her name. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

16. **CREDITORS.** This 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.

17. **TORT CLAIMS.** The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

18. **TAXES.** Each party agrees to assume sole and separate responsibility for paying any taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned and/or received by her or losses or deductions taken by her during any

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year for which the parties file, or have filed, joint income tax returns. Further, each party agrees to hold the other party harmless from any liability for such income taxes, penalties and/or interest as may hereinafter be finally determined to be due.

19. **TAX ADVICE.** Counsel preparing this Agreement has not advised, nor will advise, the parties as to the tax consequences, if any, of any such transfer of both real and personal property, including but not limited to retirement benefits, 401(k) plans, IRAs, or other pension plans, and have advised each party to seek other, independent advice as to the potential tax consequences and/or penalties of such transfer.

20. **NON-DISCHARGEABILITY.** 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 therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(a) which is not dischargeable in bankruptcy as to the other party.

21. **INDEMNIFICATION.** 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 debt for which the other party is 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 she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

22. **ENFORCEMENT.** In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including reasonable attorney's fees, incurred in connection with such proceedings.

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23. INCORPORATION INTO FINAL DECREE. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Third Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties. Husband and Wife hereby acknowledge that they have instructed counsel in this matter to NOT COMPLETE DISCOVERY in this matter; have voluntarily waived formal discovery in this matter; that they understand they have the right to demand, receive and review full discovery from each other and that they have knowingly waived said right. Further, the parties acknowledge that they are fully aware of the assets belonging to the other party, or have satisfied themselves completely as to the same, and that it is their deliberate desire that formal discovery in this matter not be performed. Accordingly, the parties hereby release and forever discharge any and all claims they have, may have had or may hereafter have against counsel for either party related to discovery and/or the disclosure or failure of the other party to disclose assets in this matter.

24. FINAL SETTLEMENT. 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 or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, 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

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now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

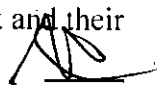
25. **REVOCATION OF BENEFICIARY.** The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

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

27. **FULL DISCLOSURE.** 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. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

28. **VOLUNTARY AGREEMENT.** Each party represents to the other and acknowledges 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

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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 and with advice of counsel.

29. **ENTIRE UNDERSTANDING.** This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

30. **SEVERABILITY.** 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.

31. **EXECUTION OF 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.

32. **AMENDMENT OF AGREEMENT.** This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and with respect to child custody, child support and spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

33. **TENNESSEE LAW.** This Agreement shall be construed under the laws of the State of Tennessee.

THIS AGREEMENT is executed in one original which will be tendered to the Court as part of the Final Decree of Divorce between the parties.

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5/2/18
DATE

Karen A. Orne
KAREN ALYSE HIGBEE ORNE

5/2/18
DATE

[Signature]
NEIL ARTHUR ORNE

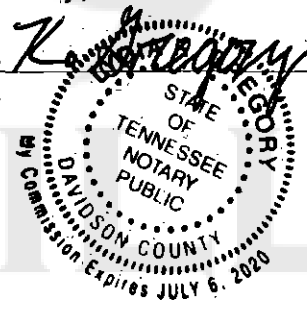
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lydia K. Gregory, a Notary Public in and for the aforesaid State and County, KAREN ALYSE HIGBEE ORNE, the within named bargainer, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 2nd day of May, 2018.

Lydia K. Gregory
Notary Public

My commission expires: 7/6/20



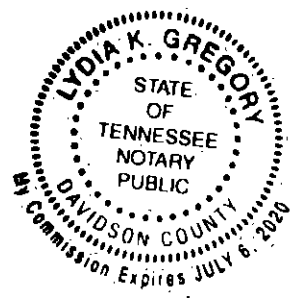
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lydia K. Gregory, a Notary Public in and for the aforesaid State and County, NEIL ARTHUR ORNE, the within named bargainer, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 2nd day of May, 2018.

Lydia K. Gregory
Notary Public

My commission expires: 7/6/20



[Signature]
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