1467/204

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IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

SARA ANN VON CANNON]

]

-vs-] No. 91436

]

THEODORE JOSEPH VON CANNON]

JAN 16 80 MISC 3* 16.00 * 16.00

FINAL DECREE

This cause came on to be heard on the 5th day of December, 1978, before the Honorable Hamilton Gayden, Judge, upon the petition for absolute divorce filed by plaintiff, personal service of process upon the defendant, default judgment being duly granted, submission to the Court of a property settlement agreement heretofore entered into by and between the parties and submitted to the Court for approval, testimony of plaintiff, statement of counsel in Open Court and from the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the plaintiff, Sara Ann Von Cannon, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore entered into by and between the parties and tendered to the Court for approval, is hereby approved in all respects and made a part of this Decree, by inclusion, as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 4th day of December, 1978, by and between SARA ANN VON CANNON, hereinafter called "Wife", and THEODORE J. VON CANNON, hereinafter called the "Husband."

That marital difficulties are such that the Wife has heretofore filed an action for divorce in the First Circuit Court of Davidson County, Tennessee, under Docket No. 91436, and the parties desiring to settle their respective property and custody disputes, enter into this Agreement.

That for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

1. That the Husband agrees that all of his right, title and interest in and to the parties' homeplace, located at 133 Cheek Road, Nashville, Tennessee, is to be divested from him and reinvested in the Wife in fee simple. (A more complete description of said property is attached hereto as Exhibit A and incorporated herein by reference as though copied verbatim.) If the Wife should remarry, she agrees that within a reasonable time thereafter she will pay to husband the sum of Ten Thousand ($10,000.00) Dollars, representing his equity in the parties' homeplace. The Husband shall have and retain a lien for Ten Thousand ($10,000.00) Dollars, representing his equity in said property, upon said homeplace which shall be unenforceable until the Wife remarries. If the Husband does not survive, said sum shall be placed in an account with Wife designated as Trustee for the exclusive use and benefit of the parties' minor child, Eric Reece Von Cannon.

The Wife agrees, however, that she will assume and pay the remaining indebtedness owed on said property and hold the husband harmless thereon.

2. The Wife shall receive all household furnishings located in the parties' residence at 133 Cheek Road, Nashville, Tennessee.

3. The Wife shall receive absolute care, custody and control of the parties' minor child, with reasonable rights of visitation awarded to the Husband.

4. The Wife agrees to pay the child's tuition in private schools through grade 8. Husband agrees to pay, in lieu of alimony, for said child's private education through high school and college.

5. The Husband agrees to pay child support as follows: Three Hundred ($300.00) Dollars per month beginning January 1, 1979 and on the first (1st) day of each month thereafter until the child attains the age of ten (10) years, at which time the child support shall increase to Three Hundred Fifty ($350.00) Dollars per month until the child reaches the age of fourteen (14) years. At age fourteen (14), the child support shall increase to Four Hundred ($400.00) Dollars per month until the child reaches majority. The Husband further agrees that there will be incorporated an additional increase each year representing a cost of living increase to be computed according to the United States Government's Department of Labor Cost of Living Index.

6. The Husband agrees to pay all medical, dental and orthodontic expenses of the parties' minor child.

7. The Husband agrees that he will designate Wife as Trustee beneficiary for the benefit of their child, ERIC REECE VON CANNON on certain life insurance policies having the equivalent death value of $ 50,000.00 and further agrees to keep said policies in force until all obligations of this Agreement relative to child support and/or education through college have been satisfied in full by paying the premiums thereon as they become due. Husband further agrees that he will maintain his present medical policy on the parties' minor child or should this policy, for any reason, cease to exist, then he will secure and pay for a comparable policy.

If for any reason, Husband is unable to make said premium payments on the life insurance, he agrees to transfer ownership of said policies to Wife so that she may elect to pay the premiums and keep said insurance in force.

8. The Husband agrees that all of his right, title and interest in and to the parties' 1976 Toyota station wagon be divested from him and reinvested in the wife, and that he will sign any and all necessary documents to effectuate this transfer and pay for the costs of said transfer.

9. The parties agree that all proceeds of the pending accident case wherein the parties' minor child was injured, shall be retained by the Court in trust for the parties' child. Any additional award to the Husband for medical expenses, etc. shall be placed in a savings account for the benefit of Eric, with the Wife designated as trustee thereon.

10. That the Husband agrees to pay Terry E. McNabb, counsel for the Wife, a fee in the amount of Five Hundred ($500.00) Dollars, which shall become a judgment against him, and be payable in full before the Wife secures a divorce, on December 5, 1978.

11. The Wife agrees that the Husband shall claim the parties' minor child as an exemption on his Federal Income Tax returns so long as the child support payments are made in accordance with the provisions of paragraph 5 hereinabove.

12. The Husband agrees to pay all other costs of this cause.

The parties agree that this is a full, complete and final settlement as between them and that after the execution of this Agreement, neither has further claim against the other.

They further agree that this agreement, if approved by the Court, may be incorporated into any Final Decree of divorce awarded to either party.

The parties further agree that they have read this Agreement and enter without coercion and of their own free will, after first having read the same and understanding the contents herein.

Sara Ann VonCannon
WIFE

Thomas M. VonCannon
HUSBAND

STATE OF TENNESSEE

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COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, the said SARA ANN VON CANNON, herein designated as the Wife, with whom I am personally acquainted and who made oath in due form of law that she has read the foregoing said Property Settlement Agreement, understands the contents thereof, and executes the same of her own free will and accord.

This 4th day of December, 1978.

Terry E. McNabb
NOTARY PUBLIC

My Commission Expires: 11/5/79

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, the said THEODORE J. VON CANNON, herein designated as the Husband, with whom I am personally acquainted, and who made oath in due form of law that he has read the foregoing Property Settlement Agreement, understands the contents thereof, and executes the same of his own free will and accord.

This 7 day of December, 1978.

Laureen McBride
NOTARY PUBLIC

My Commission Expires: 2/22/82

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

F 0 9 8 1 7

IDENTIF. REFERENCE

JAN 16 9 45 AM '79

FELIX A. HALLOCK III REGISTER
DAVIDSON COUNTY, TENN.

JUDGE

APPROVED:

Attorney for Plaintiff

I hereby certify that this is a true copy of original instrument filed in my office this 16th day of January 79

GEORGE L. HOOKER

By [illegible]
Deputy Clerk

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MAP 130-9
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EXHIBIT TO PROPERTY SETTLEMENT

This instrument evidences Exhibit I to the attached Property Settlement in the case of Von Cannon vs. Von Cannon, Docket Number 91436.

EXHIBIT I

Real property described in Paragraph I of the attached Property Settlement, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of Cheekwood Estates, of record in Book 2663, page 103, Register's Office for said County.

SAID Lot No. 7 fronts 215 feet on the southerly side of Cheek Road and extends back between lines measuring 201.9 feet on the easterly line and 201.5 feet on the westerly line to a dead line in the rear, measuring 210 feet thereon.

BEING the same property conveyed to Theodore J. Von Cannon and wife, Ann Von Cannon, by deed from James B. Millis and wife, Vonda L. Millis, of record in Book 4623, page 338, Register's Office of Davidson County, Tennessee.

This conveyance is subject to restrictive covenants of record in Book 2859, page 492, said Register's Office; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantees herein.