This document prepared by:
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Suite 1200
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Nashville, Tennessee 37212

6-20-80
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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY ANDERSON CALVANI,	)	
	)	
Plaintiff,	)	BOOK 5644 PAGE 119
	)	
vs.	)	NO. 96364
	)	
TERRY CALVANI,	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came to be heard on the 19th day of June, 1980, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Plaintiff, the testimony of Plaintiff in open Court, and the entire record in this cause, from all of which it appears to the Court that irreconcilable differences have developed between the parties in their marriage relationship entitling Plaintiff to an absolute divorce.

It is therefore ORDERED, ADJUDGED AND DECREED that the bonds of matrimony between the parties be, and are hereby, dissolved, and that the Plaintiff, Mary Virginia Anderson, (by Order of the Probate Court of Davidson County entered in Minute Book 263, page 828, Plaintiff's name was changed to Mary Virginia Anderson) is granted an absolute divorce from Defendant Terry Calvani and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement entered into between the parties is approved in all respects and made a part of this Decree.

It is further ORDERED that the costs of this action are taxed against the Plaintiff for which execution may issue if necessary.

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PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

This Property Settlement and Child Custody Agreement entered into this 14 day of June, 1979, between Mary Anderson Calvani ("Wife") and Terry Calvani ("Husband"), both residents of Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, the parties were married on May 3, 1969, in Albuquerque, New Mexico, and there have been two children born of this marriage, Dominic Mario Calvani, born June 16, 1973, and Torello Howard Calvani, born July 11, 1975; and

WHEREAS, the parties desire to separate and determine and settle their property rights pursuant to agreement, including the division of property in kind, the allocation of financial obligations, the rights and duties of the parties with respect to visitation, custody, support and maintenance of their minor children, and all homestead and other rights whatsoever existing between the parties growing out of their marital relationship.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and undertakings herein contained, the parties agree as follows:

1. Separation. Pending the granting of any divorce, both parties shall hereafter live separate and apart from one another, and neither party will in any way, directly or indirectly, interfere with or annoy the other in his or personal or business affairs in any manner whatsoever, except as may otherwise be provided herein; and each party shall be free from interference, authority and control of the other, as fully as if he or she were unmarried.

2. Custody of Children. Wife shall have sole custody and control of the parties' minor children until age 14, provided that Wife remains a resident within Davidson County or a county contiguous thereto. At age 14, the children may elect with which parent they desire to reside. Husband is to have reasonable rights of visitation.

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The children will spend all Christmas holidays with Husband and Thanksgiving holidays with Wife. The children may stay with Husband or his family up to six weeks and with Wife or her family six weeks of their summer vacation. If the parties are living within Davidson County or a county contiguous thereto, the children may spend three continuous nights a week with Husband. If the parties do not live within Davidson County or a county contiguous thereto, the children will live with Wife but may spend school holidays, including up to two months during the summer, with Husband. The expenses of children's transportation for visits shall be shared equally between Wife and Husband.

3. Support of Children. Husband shall pay to Wife for the support and maintenance of the parties' minor children a sum equal to 50% of Wife's cost to pay the children's day care expenses, private school tuition, and special lessons as agreed. Husband and Wife will each contribute equally to the children's living, clothing and other expenses. Husand and Wife may each claim one child as a dependent for tax purposes. Husband and Wife will each pay 50% of all college expenses, including tuition, room and board, supplies, clothing and transportation, at a college chosen by each child. Should either child attend college at a school where either paarent is entitled to a tuition credit, such credit will be included in determining the parent's contribution. Further, to the extent funds may be provided from any trust created by a parent (or the family of a parent) such funds shall be included in determining that partent's contribution.

4. Division of Personal Property. All personal property shall be divided as indicated on the list contained in Exhibit A to this Agreement, a copy of which is attached and incorporated by reference. "M" means Wife keeps, "T" means Husband keeps, and "S" means such items are to be divided between Husband and Wife. All personal property not hereinabove specifically mentioned shall be divided by mutual agreement.

5. Division of Real Property. The parties own as tenants by the entireties a house and lot at 4400 Estes Road, Nashville,

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Tennessee, which is encumbered by a first mortgage indebtedness to Vanderbilt University in the approximate amount of $43,500.00, and by a second mortgage to Commerce Union Bank in the approximate amount of $9,750.00. Wife hereby agrees to convey to Husband all her rights in the aforementioned real property in consideration of Husband's promise to pay $18,300.00 to Wife, as follows. Husband agrees to make a note payable to Wife in the amount of $18,300.00 which note will provide that Husband will begin to make payments of $300.00 per month, including 8% interest on the unpaid balance, such payments to begin and such interest to begin accruing on July 1, 1982. Husband agrees to execute a Deed of Trust securing the indebtedness in favor of Wife. Should Husband sell the real property before the indebtedness is paid in full, the indebtednesss shall be due and payable upon such sale. Should Husband desire to sell the house at any time, Wife shall have a right of first refusal to purchase the property on the basis of the highest legitimate offer made on the house.

6. Debts and Liabilities. The parties shall pay joint debts and/or divide responsibilities on accounts in accordance with the list of obligations attached as Exhibit B to this Agreement and incorporated herein by reference. "M" means Wife pays, and "T" means Husband pays. Neither party shall incur any debts in the name of the other from the date of this Agreement.

7. Health and Hospitalization Insurance. Husband and Wife shall continue to maintain in full force and effect for the benefit of their minor children the policies of health and hospitalization insurance presently available to each through his or her respective employer. Each party shall continue to maintain such insurance through any future employer which has available such coverage.

8. Life Insurance and Wills. Each party shall keep the present life insurance policies in force with the proceeds therefrom payable to his or her estate. The parties agree that any will written shall leave at least 50% of all property, personal and real, to the minor children of the parties, or in trust for their benefit, at

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least until the younger child reaches the age of 25. The parties acknowledge that their minor children are beneficiaries of this Agreement, and that the obligations hereunder shall survive the death of the parties and shall constitute a charge upon their respective estates. It is the intention of the parties so to provide for the benefit of their children, and in the event either fails to do so, these obligations shall be enforceable against his or here estate by the beneficiaries.

9. Future Tax Returns. The parties agree to file separate 1979 tax returns and shall divide deductions pro rata to income as of the date of this Agreement. Each party will claim one child as a dependent for 1979.

10. Additional Instruments. Each party shall fully cooperate with the other to implement the provisions and intent of this Agreement and, as necessary, to execute, acknowledge and deliver to the other any and all further instruments that may be reasonably required to carry out the provisions hereof.

11. Effectiveness of Agreement. This Agreement shall become effective upon its execution. The parties further agree that this Agreement shall become the Property Settlement and Child Custody Agreement in any divorce proceeding and will be incorporated into any decree of absolute divorce. Husband agrees not to contest any divorce proceeding filed by Wife wherein irreconcilable differences are alleged as the sole grounds for divorce, provided however that if Wife proceeds with a divorce, this Agreement will govern the rights and duties of the parties. Should Husband sue for divorce on any grounds other than irreconcilable differences, this Agreement and any conveyances made pursuant to it shall become null and void.

12. Disclosure. Each party represents that he and she has made a full and complete disclosure to the other of his or her financial status, and that each is satisfied with the correctness of the other's disclosure. Each party acknowledges that he and she understands the terms and conditions herein contained, that all of said terms and conditions represent and constitute the entire

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understanding between them, that each has read this Agreement and finds it to be in accordance with his or her understanding, and that each does voluntarily execute this Agreement and affix his or her signature thereto in the presence of the witness indicated below.

13. Alimony. Each party relinquishes any claim he or she may have to alimony from the other.

14. Entire Agreement. This Agreement contains the entire understanding of the parties, and shall not be modified or amended except in a writing signed by both parties.

15. Mutual Release. Except for the claims, rights and obligations herein set forth, each party hereby fully releases and discharges the other from any and all claims, demands and responsibilities arising out of, or related to, the marriage relationship.

16. Interpretation. Captions and paragraph headings utilized herein are for reference purposes only and are not intended to be, nor shall they be construed to be, used in the interpretation of this Agreement. All the provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have affixed their signatures to counterpart instruments, each of which shall be deemed an original but which shall be considered one in the same instrument, as of the date first above written.

David Kolowski
WITNESS

Mary Anderson Calvani
MARY ANDERSON CALVANI

Thomas Watson
WITNESS

Terry Calvani
TERRY CALVANI

TC

INVENTORY OF PERSONAL PROPERTY

BOOK 5644 PAGE 125

Outside:
T Swings
T Sandbox
T Barrels
M Picnic Table
T Wire Table
T Chaise Lounges (2)
T Hoses
T Garbage Cans
S Bikes
T Lawn Mower
T Wheelbarrow
T Set of Garden Tools
T BBQ
T Other Tools
M Toys
M Children's Bikes

Laundry Room:
T Washer
T Dryer
T Tools
S Supplies

Study:
M Director's Chairs (6)
S Books as owned
S Snow Shoes
S Wooden Picture
T Candelabra
T Stereo (4 speakers), Tape Player, Record Player, Tuner
T Mary' Photograph
T Santa Fe Picture
T Lamp
T Piano & Bench
T Couch
T Chair & Ottoman
T Coffee Table
Picture Books
S Plants
T Misc. Candels
T Coal Scuttle
T Fireplace Screen
S Cameras (2)
T Desk
S Blue God's Eye
S Record Collection
S Tape Collection
T Desk Lamp
M Carved Box

Dining Room:
T Table
T Chairs (8)
T Corner Cabinet
T Hunt Table
T Hanging Planter
M Larger Plant
T Candlesticks
T Small Plants in Pots
M Batik
T Lithograph
T Charny Painting
T Drapes
S Bunny China
S Table Clothes & Mats
T Silver Ice Chest
T Silver Bowls (4)
M Silver Candy Dish
T Silver Tray
M Silver Cream & Sugar

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BOOK 5644 PAGE 126

Attic:

T Typewriter
T Typing Table
T Sleds
M Stroller
T Suitcases } Mary
T Garment Bags }
S Large Trunks (2)
M Small Trunks (2)
M Wine Rack
S Christmas Decorations
M Ironing Board
M Car Seat
T File Cabinet
M End Table
M Wonder House
M Skis - Mary
M Rollaway Bed
M Mattress & Springs
T Skis Terry
M Carpet Scraps
M Baby Seat Toilet, Carrier, Gate
T Bag Pack
T Fishing Gear
S Orange Crates
T Tent
S Sleeping Bags
S Stored Clothes

Living Room:

M Cactus
T Mirror
M Blue Pottery
T Books Mary M's
T Speakers
M Santa Fe Pictures
M Green Plant
T Coffee Table
M Elephant Ears Plant
T Scuttle
T Fireplace Screen
T Rug
M Lamp
T Couch
T Side Chairs
M Pillows
T Rubber Tree
M Pendleton Blanket
M JBH Sketch
T Raton Pass
T Wine Rack
M China Cups
T Candles
S Wedgewood
S Wine Collection
M Wooden Painting

Boys' Room:

T Bunk Beds
M Chest
T Book Case
M Trunk
M Desk
M Chair
T Embroidered Picture
M Schulman Pictures
M Slide
T Clown Lamp
T Trash Basket
S Toy Containers
M Guatamala Dolls
M Cookoo Clock
S Old Stored Clothes

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BOOK 5644 PAGE 127

Bedroom:
- T Water Bed
- T Spread & Pillows
- T Chair
- T Rocking Chairs
- T End Tables (2)
- T Lamps (2)
- T Cradle
- T Crucifix
- T China Painting
- T Chest

Basement:
- T Tools
- T Supplies
- T Model Train
- T Wooden Shelves
- S Plant Supplies
- S Miscellaneous

Boy's Bathroom:
- T Stool
- M Toys
- M Pinatas

Main Bathroom:
- M Pictures
- S Supplies
- M Scales

Den:
- M Block Box
- M Bean Bag Chair
- T Chest
- M Book Case
- T Coffee Table
- T Couch - Bed
- T Vacuum Cleaner
- T Sewing v achine
- T TV
- T Lamps (2)
- T Floor Polisher
- S Sheets
- S Towels
- M Guatamala Hanging
- M Mexican Hanging
- M Shuman Picture
- M Desert Chimes

Kitchen:
- T Refrigerator
- T Table & Chairs (4)
- S Plants
- S Baskets
- T Bulletin Board
- T Wire Baskets
- T Orange Crate
- T Batick
- T Chiles
- S Books
- T Coffee Pot
- T Expresso Pot
- M Tea Pots (2)
- S Mason Jares M. J
- M Melmac Dishes
- S Pottery
- S Glasses
- S Pots & Pans
- M Baking Dishes
- S Silverware & Utensils
- S Food Supplies
- M Mix Master
- T Fire Extinguisher
- S Cheese Servers
- S Liquor Supplies
- T Indian Bowl

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BOOK 5644 PAGE 128

Pantry:

M Ice Schulpture
S Food Supplies
S Light Bulbs & Supplies
T Fondue Pot
M Crock Pot
T Blender
M Egg Cooker
S Electric Frying Pan
M Toaster
S Ice Chest
Salad Bowls
↳ above T

Automobiles as Title held:

M 1965 Volkswagen & Extra Tires, Rack & Engine Parts (Terry)

T 1951 MGTD (Terry)

T 1977 Aspen Wagon (Terry & Mary)

M 1979 Champ (Mary)

Miscellaneous: Furnishings, Pictures & Supplies at Offices
Personal belongings, i.e. clothes, jewelry

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Enter this 20th day of June, 1980.

/s/ Stephen North
STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

Mary Virginia Anderson
Mary Virginia Anderson
Suite 1200 One Commerce Place
Nashville, TN 37239

CC: Robert J. Walker, Esq.
Charles H. Warfield, Esq.
Terry Calvani

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Anderson Calvani *Plaintiff, and* Terry Calvani *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 29th *day of* August *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Virginia Hutchison, *D. C.*

Form #GR-117

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IDENTIF. REFERENCE
AUG 29 9 37 AM '80
FELIX ALSOBROOKS REGISTER
DAVIDSON COUNTY, TENN.