IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

JOSEPH S. CUNNINGHAM, JR.,
Plaintiff,

vs.

MARIANNE KELLOGG CUNNINGHAM,
Defendant.

NO: 80D-2667

FILED
1980 NOV 23 PM 1:50

BOOK 5873 PAGE 219

FINAL DECREE

This cause came on to be further heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon plaintiff's complaint for an absolute divorce; upon the property settlement and support agreement,which provides for support for the defendant, division of the parties' respective rights and interest in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all pleadings; and upon testimony of the parties and the witnesses previously heard in open Court, and statements of counsel, from all of which the Court finds that the allegations of plaintiff's complaint are sustained by the proof and that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce; that the property settlement and support agreement heretofore executed by the parties is an equitable and complete apportionment of the marital property and debts of the parties, and makes adequate and sufficient provision for the support of defendant, and should be approved; that the answer and counter complaint heretofore filed by defendant has been withdrawn; and that the sixty day waiting period,as required by statute has elapsed.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that the plaintiff, Joseph S. Cunningham, Jr., be, and he is hereby, awarded an absolute divorce from defendant, that he be restored

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOSEPH S. CUNNINGHAM, JR., Plaintiff)
)
vs.)
)
MARIANNE KELLOGG CUNNINGHAM, Defendant)

BOOK 5873 PAGE 220

NO: 80D-2667

PROPERTY SETTLEMENT AND SUPPORT AGREEMENT

THIS AGREEMENT is entered into by and between JOSEPH S. CUNNINGHAM, JR., (hereinafter referred to as "Husband") and MARIANNE KELLOGG CUNNINGHAM (hereinafter referred to as "Wife"), subject to the following premises, terms and conditions:

W I T N E S S E T H

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Husband instituted divorce proceedings against Wife, same being Civil Action Number 80D-2667, in the Fourth 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 amicably settle their differences with respect to all property rights, and support, and to enter into a contract for the settlement of such rights 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 irrespective of whether a divorce is finally concluded between the parties.

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:

1. Husband shall proceed to trial and obtain a divorce on the ground of irreconcilable differences.

2. Husband agrees that Wife shall receive all right, title and interest in and to the parties' jointly owned home located at 925 Todd Preis Drive, N. G-405, and that Wife will assume the remaining indebtedness thereon, and Husband shall be divested of any interest therein except as otherwise provided herein. Said property is more specifically described as follows:

> Land in Davidson County, Tennessee, being a part of the Plan of River Plantation, Section Four, Condominium Apartments as of record in Book 4860, pages 17, 18 and 19, as amended in Book 4860, pages 107, 108 and 109, Register's Office for said County, the part hereby described being:
>
> Unit No. G-405 on said Plan together with the Carport designated No. G-405-C as shown in and described by the Master Deed establishing Horizontal Property Regime with respect to River Plantaion, Section Four, Condominium.
>
> Being the same property conveyed to Joseph S. Cunningham, Jr., and wife, Marianne K. Cunningham, by deed from Haury and Smith Contractors, Inc., as of record in Book 5142, page 125, Register's Office for Davidson County, Tennessee.

3. Any of the above notwithstanding, Husband shall retain a lien against said property in the amount of $5,000.00 which shall be payable to Husband only upon the sale or foreclosure of said home. Nothing contained herein shall in any way compel Wife to sell said home by any certain date.

4. Husband agrees to pay to Wife as lump sum alimony in solido the amount of $36,000.00 payable in sixty (60) equal monthly installments of $600.00, the first such installment being due November 1, 1981, and payable on the first day of each month for the next fifty-nine (59) months thereafter. If either party should die or Wife should remarry before all payments have been made, Husband will be relieved of any further obligation to pay the amount remaining.

5. The personal property of the parties has been divided, and Husband will receive the following items of personal property.

FURNITURE

Blue antique sofa
Mahogany Bookshelves
Pedistal Drum Table
Oak Dresser and Mirror
Oak Night Table
Oak Twin Bedding
Samsonite Card Table/2 chairs

Gray Wrought Iron lawn chair
Folding slat lawn chair
Two black bar stools
Cherry double shelf serving table

SILVER

Carafe (one)
Pierced Bowl (one)
candy dish (one) (Lovelace)
Crystal salad bowl with plain utensils (one)
Dip and Chip set (one)
One large and one small hot pad
One pie server
One pair candleholder, Plain
One bud vase
One Gravy Boat
One medium Paul Revere Bowl
One large Paul Revere Bowl without the liner.
One large Casserole With divided liner
Silver Water Pitcher With Initial "C"

Chantilly Flatware:

6 teaspoons
5 forks
5 knives
5 salad forks
4 ice tea spoons
4 cream soup spoons
2 pierced table spoons
1 gravy ladle

GLASSWARE

Set 6 brandy glasses
" 5 beer glasses with pitcher
" 5 wine glasses
" 6 liquor glasses/green
" 8 Highball glasses with holder

5 piece martini set
1 silver and 1 glass jigger
4 clear juice glasses

PICTURES AND PRINTS

Firehall print
Union Station
House on Clay Street
Silver Ghost/Autumn leaves
Eight classic car prints
One picture each - Mother and Father
5 x 7 picture of parents
One eyed Scottie
Fireman's prayer plaque
One Bondurant Certificate

MISCELLANEOUS

Antique Music Box
Sphinx Bookends
Antique horse and Wagon
Am/Fm Stereo Set with speakers, headphones, turntable
CB Radio
45 RPM Records and 8 track tapes
Adding machine
Ceramic Bartender with tools
Blue Shelves
File cabinets
Workbench/Vise
Parts Cabinet
Tool Box and Tools
Lamps and Drop Cords
Family Heritage China Plate
Glass Bread Plate - General Stark
Brass Flower Bowl
Set Dumbells
Wine Holder
Clear Ice Bucket
Wood Jewelry Box
Desk Accessories
Two Enamel Ashtrays
Kitchen Set :
Electric Can Opener
Electric Hot Food Tray
Rival Crockpot
Fondue Set
Small Skillet
One Pie pan
One pizza Pan
13 x 9 x 2 Bake King Pan
Colander
Set Wooden Spoons
4 Steak Knives
Set tupperware pudding containers
Refrigerator/Freezer containers
Spatula

Wife will receive all remaining items of personal property not specifically listed on Husband's list, and Husband will make no claim to any items not specifically agreed to above.

6. Husband agrees to keep in full force and effect the life insurance policy on his life in the amount of $15,000.00 and shall designate Wife as the irrevocable beneficiary thereon, and he shall continue to do so until such time as Husband has made all payments due and owing on the alimony in solido judgment or has otherwise been relieved of said obligations.

7. Husband agrees to pay all of the following debts of the Wife:

(a) any and all amounts owed to Amoco Gasoline Company.

(b) Any and all amounts owed to Dr. Leavell through October 1, 1981.

(c) All oustanding debts owed to Dr. Wright through October 1, 1981.

(d) Husband agrees to pay directly to Cheatham & Palermo, Wife's attorneys, the amount of $600.00 which will be paid upon Husband's execution of this Agreement.

(e) Husband will pay the balance due to Cheryl Cheesman, Court Reporter, and said payments to Ms. Cheesman shall be made at the rate of $50.00 per month until the unpaid balance is paid in full. Husband acknowledges that said payments are due on or before the 10th day of each month, and he agrees to make said payments promptly.

8. Husband agrees to pay his own attorney's fees and court costs incident to this cause.

9. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

10. 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 reasonable expenses, including attorney's fees, incurred in prosecuting the action.

11. It is understood and agreed between the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for ratification and incorporation into a Final Decree.

12. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and a discharge from all other claims arising out of the marital relationship, and that 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 on 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, and this Agreement applies to all property now owned by Wife and Husband, or any property that either of them may acquire or become entitled to in the future.

13. It is understood and agreed between the parties that, from the date of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

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

15. 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 not herein stated. 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 and with advice of counsel.

Joseph S Cunningham Jr
JOSEPH S. CUNNINGHAM, JR.
"Husband"

Marianne Kellogg Cunningham
MARIANNE KELLOGG CUNNINGHAM
"Wife"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mary Anne Kellogg a Notary Public in and for the aforesaid State and County, the within names JOSEPH S. CUNNINGHAM, JR., with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Joseph S Cunningham Jr
JOSEPH S. CUNNINGHAM, JR.

127:)

Sworn to and subscribed before me this 13th day of November, 1981.

Mary Ann Sellers
NOTARY PUBLIC

My Commission Expires:
4-18-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kaye Gentry a Notary Public in and for the aforesaid State and County, the within named MARIANNE KELLOGG CUNNINGHAM, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Marianne Kellogg Cunningham
MARIANNE KELLOGG CUNNINGHAM

Sworn to and subscribed before me this 26th day of October, 1981.

Kaye Gentry
NOTARY PUBLIC

My Commission Expires:
Jan. 15, 1983

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all right, title and interest of Joseph S. Cunningham, Jr., be, and the same is hereby divested out of the said Joseph S. Cunningham, Jr., and vested in fee simple in Marianne Kellogg Cunningham, said property being known as 925 Todd Preis Drive, Unit No. G-405, and more fully described as follows:

> Land in Davidson County, Tennessee, being a part of the Plan of River Plantation, Section Four, Condominium Apartments as of record in Book 4860, pages 17, 18 and 19, as amended in Book 4860, pages 107, 108 and 109, Register's Office for said County, the part hereby described being:
>
> Unit No. G-405 on said Plan together with the Carport designated No. G0405C, as shown in and described by the Master Deed establishing Horizontal Property Regime with respect to River Plantation, Section Four, Condominium.
>
> Being the same property conveyed to Joseph S. Cunningham, Jr., and wife, Marianne K. Cunningham, by deed from Haury & Smith Contractors, Inc., as of record in Book 5142, page 125, Register's Office for said County.

Marianne Kellog Cunningham shall assume the remaining indebtedness thereon and hold Joseph S. Cunningham, Jr., harmless from any liability for said indebtedness.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Joseph S. Cunningham, Jr., shall retain a lien against said real estate in the amount of $5,000.00, which lien shall continue until satisfactio as provided in the property settlement agreement.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause shall be, and are hereby taxed against the plaintiff, Joseph S. Cunningham, Jr.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Decree.

Enter this 24 day of November, 1981.

Judge

APPROVED FOR ENTRY:

ORTALE, KELLEY, HERBERT & CRAWFORD

BY: David B. Herbert
David B. Herbert
Attorney for Plaintiff,
Joseph S. Cunningham, Jr.

CHEATHAM & PALERMO

By: Rose Palermo
Rose Palermo
Attorney for Defendant,
Marianne Kellogg Cunningham

IDENTIF. REFERENCE
APR 14 3 37 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
C 8.7.1.85

CASE NO. 80D-2667 FOURTH CIRCUIT MB 123C, PAGE 1272

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Joseph S. Cunningham, Jr. *Plaintiff, and* Marianne Kellogg Cunningham *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* 14th *day of* April *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Karen Lokley, *D. C.*