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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TERRY LEE CAVENDER,
Plaintiff/Husband,
VS.
MARIEROSE ANN SABATINO CAVENDER,
Defendant/Wife.

NO: 84D-901

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FINAL ORDER

This cause came to be heard on the 21st day of June , 1984, before the Honorable Muriel Robinson, Judge for the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint heretofore filed, same being lodged with the Court for a minimum period of 60 days prior, the Alimony and Property Settlement Agreement between the parties, testimony of the Plaintiff/Husband, motion by the attorney representing the Plaintiff/Husband, announcement by the attorney representing the Defendant/Wife that her Answer and Counter-Claim was being withdrawn, and the parties having agreed that the Husband should obtain the divorce on the ground of irreconcilable differences, and the entire record herein from all of which the Court finds that there are irreconcilable differences between the parties; that Plaintiff/Husband should be granted an absolute divorce from Defendant/Wife; and that their Alimony and Property Settlement Agreement being attached hereto as Exhibit 1 to this Order is in all things approved by the Court.

IT IS THEREFORE ORDERED that the Motion of Defendant/Wife to withdraw her Answer and Counter-Claim is sustained.

IT IS FURTHER ORDERED that the bonds of matrimony existing between the parties are hereby perpetually dissolved, that Plaintiff/Husband is granted an absolute divorce from Defendant/Wife on the grounds of irreconcilable differences.

IT IS ORDERED that Defendant/Wife be restored to her maiden name of MarieRose Anne Sabatino.

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IT IS ORDERED, that the Alimony and Property Settlement Agreement between the parties is an adequate and sufficiant settlement of the property rights between the parties, is hereby approved by the Court and the same is incorporated herein in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TERRY LEE CAVENDER,

Plaintiff/Husband,

VS.

MARIEROSE ANN SABATINO CAVENDER,

Defendant/Wife.

NO: 84D-901

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ALIMONY AND PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into this 21st day of June, 1984, by and between TERRY LEE CAVENDER, hereinafter referred to as Husband, and MARIEROSE ANN SABATINO CAVENDER, hereinafter referred to as Wife.

WITNESSETH:

WHEREAS, unhappy differences have arisen between the parties and Husband has filed a suit for divorce in the Fourth Circuit Court for Davidson County, Tennessee, under Docket No. 84D-901;

WHEREAS, the parties were married on October 21, 1977, and no children have been born of this union;

WHEREAS, the parties are desirous of settling all controversies in the foregoing suit for divorce, concerning alimony and division of property, because the differences that exist between the parties are not reconcilable.

NOW THEREFORE, the parties agree as follows:

1. DIVORCE: It is agreed by the parties that Husband shall proceed to trial and obtain a divorce in the foregoing case on the grounds of irreconcilable differences upon the Court's approval of this Alimony and Property Settlement Agreement, and the parties shall be restored to all the rights and privileges of unmarried persons.

2. REAL PROPERTY: The parties own as tenants by entireties a residence at 4001 Dakota Avenue, Nashville, Davidson County, Tennessee, a true and exact description of same being attached hereto as Exhibit 1 to this Agreement. The parties have agreed that all right, title, and interest of Husband in and said real property shall be divested out of him and Wife shall retain sole and exclusive possession and ownership of said property. It is agreed that Wife, effective March, 1984, shall be solely responsible for the monthly mortgage payments

which amount to $283.41, and the Deed and the mortgage to said property shall be transferred to Wife's name only. To the extent that Husband may hereafter be compelled to make payment on said indebtedness, Husband shall be entitled to take judgment against Wife, including reasonable attorney's fees and Court costs.

All right, title, and interest of Wife in and to certain unimproved real property in Crossville, Cumberland County, Tennessee, shall be divested out of her, and Husband shall retain sole and exclusive ownership of said property, a true and exact description of same being attached hereto as Exhibit 2 to this Agreement.

Husband shall be solely responsible for the monthly mortgage payments on said property in the amount of $83.33, and said property and the mortgage thereon shall be transferred into Husband's name only.

To the extent that Wife may hereafter be compelled to make payment on said indebtedness, Wife shall be entitled to take judgment against Husband, including reasonable attorney's fees and Court costs.

3. TITLED PERSONAL PROPERTY: The parties have acquired during the course of the marriage a 1983 Toyota Corolla, which is titled in the name of both Husband and Wife, same being encumbered by Commerce Union Bank and the payments thereon being automatically deducted from Husband's paycheck, he being an employee of the Commerce Union Bank. The payments of said loan being $233.06, the parties agree that Husband shall be responsible for $150.00 each month for a period of 24 months beginning July, 1984. On the 1st day of each month for a period of 24 months, beginning July 1, 1984, Wife shall pay to Husband the sum of $83.06, the balance of said monthly car payment. Beginning July 1, 1986, and on the first day of each month thereafter until said automobile is paid in full, Wife shall send to Husband the monthly sum of $233.06, Husband continuing to make the payments as same shall continue to be deducted from his paycheck.

The parties agree that Wife shall have all right, title and interest in said Toyota automobile.

The parties further agree that Husband shall have all right, title and interest of a 1966 Crysler Imperial automobile which is titled both in the name of Husband and Wife, same being unencumbered.

4. PERSONAL PROPERTY: The parties heretofore divided all untitled personal property as listed:

A. All furnishings in the house are to remain in the possession and ownership of Wife, except: Husband's small tools, including wrenches, screwdrivers, hammers, etc., Husband's twenty-four (24) audio tape cassettes, four (4) kitchen chairs which belong to Husband's parents, Husband's schoolbooks and diplomas, a paint sprayer with accessories thereto including a ladder, owned by Husband's uncle, the living room suite (couch, matching chair, two end tables and coffee table) all of which shall go to Husband as the sole owner thereof. Husband agrees, however, that he will leave the living room suite aforsaid in the house for a period of eighteen (18) months after the divorce becomes final. Wife agrees to protect and maintain said living room suite and at the time of delivery to Husband same shall be in good condition, with the exception of ordinary wear and tear.

B. Additional property, the sole ownership of which shall be in Husband shall be a stereo set which Husband built, a latchhook rug, string art butterfly, and a miniature child's chair.

C. Additional property of which Wife shall be the sole owner shall include three (3) pet cats, five (5) stereo tape cassettes of Wife and possession of Husband, all other furniture, furnishings and personal possessions of Wife.

D. The parties agree to make an equitable division of personal pictures which are maintained in several photo albums presently in possession of Wife.

E. All bank accounts of the parties shall be closed and the funds will be equally divided between Husband and Wife. These funds now total $256.00.

5. MARITAL DEBTS: The parties have incurred during the course of the marriage certain joint debts. The parties agree that Husband shall be solely responsible for, and hold Wife harmless on, the following marital debts:

A. The monthly payment for the television in the amount of $40.00 per month for which a total of $350.00 is still owed.

B. The VISA card payment of approximately $40.00 per month on which a total of $475.00 is still owed.

C. The payments for a security system on the house which amount to $42.77 per month on which a total of approximately $642.00 is still owed.

D. Should Wife be sued upon a debt aforesaid, or must sue Husband in order to obtain reimbursement for any payment made thereon, Wife shall be entitled to cost and attorney's fees from Husband.

The parties further agree that Wife shall be solely responsible for, and hold Husband harmless on the following debts:

A. The Nashville Electric Service monthly bill of $21.67 on which a total of $1,451.00 is still owed.

B. The Orkin Exterminators bill in the amount of approximately $75.00 per year.

C. Wife agrees to reimburse Husband certain family debts paid in the amount of $126.79, same being paid in four (4) equal monthly payments, each due the first of the month, beginning July 1, 1984.

If Husband is sued on any of the foregoing debts, or must sue Wife to receive reimbursement for payment of same, he shall be entitled to Court costs and attorney's fees from Wife.

6. ATTORNEY'S FEES: Each party shall pay their own attorney's fees.

7. COURT COSTS: Husband agrees to pay the Court costs incurred in the cause aforesaid.

8. GENERAL PROVISIONS:

A. It is agreed by the parties that this instrument shall be a final settlement of the property rights of the respective parties and is a full discharge of Husband and Wife from any and all claims arising out of the marital relationship. Each party hereby waives and relinquishes to the other party all right or claims which he or she may have, or hereafter acquire under the law of any other jurisdiction to the other's property, including, but without limitation, statutory allowance, alimony, homestead rights, rights to take against the will of the other, inheritance, descent or distribution and the right to act as an administrator or executor of the other's estate. This instrument applies to all the property now owned by the parties, either jointly or individually, or any property which either of them may acquire in the future.

B. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them.

There are no representatives or warranties other than those expressly herein set forth.

C. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Both parties acknowledge that they have had the benefit of legal counsel throughout the negotiation of this Agreement, and have actively participated in the negotiation thereof. Each party acknowledges that they have read this Agreement, that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

Marierose Cavender
MARIEROSE ANN SABATINO CAVENDER
"Wife"

Terry L. Cavender
TERRY LEE CAVENDER
"Husband"

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, a Notary Public in and for said County and State, the within named MARIEROSE ANN SABATINO CAVENDER, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of June, 1984.

Thomas C. Nance
NOTARY PUBLIC

My Commission expires: 7/27/86

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, a Notary Public in and for said County and State, the withing named TERRY LEE CAVENDER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 25th day of June, 1984.

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NOTARY PUBLIC

My Commission expires: July 18, 1987

It is ORDERED that Plaintiff/Husband, pay the costs herein, for which execution issue, if necessary.

ENTER this 30th day of July, 1984.

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JUDGE

Approved for Entry:

STAN ALLEN
Attorney for Plaintiff/Husband

RUSH

THOMAS C. NANCE
Attorney for Defendant/Wife

DAVIDSON COUNTY, TN
Aug 8 4 03 PM '84
IDENTIFICATION REFERENCE
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84D-901 Minute Book: 138A Page: 635 7-31-84

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* Terry Lee Cavender *Plaintiff, and* Marierose Ann Sabatino Cavender *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* 7th *day of* August *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By McGuire, *D. C.*

Form #GR-117