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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
SITTING AT NASHVILLE

LINDA ELAINE DAVIS CAVANAUGH,
PLAINTIFF

v. No. 87D-2660

DAVID ALLEN CAVANAUGH,
DEFENDANT

FINAL DECREE

This cause came on to be heard on January 17, 1989, before The Honorable James R. Everett, Jr., Judge, on a complaint for a divorce filed by the Plaintiff. Upon withdrawal of the Complaint and Answer to the Complaint and the Reply to the Counter-Complaint, upon testimony of the Counter-Plaintiff and statements of counsel, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Defendant, DAVID ALLEN CAVANAUGH, is hereby awarded an absolute divorce from the Plaintiff, LINDA ELAINE DAVIS CAVANAUGH, on the grounds of irreconcilable differences, and the parties are hereby restored to all the rights and privileges of unmarried persons.

It further appears to the Court, and the Court affirmatively finds, that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA ELAINE DAVIS CAVANAUGH,
PLAINTIFF,

V. NO. 87D-2660

DAVID ALLEN CAVANAUGH,
DEFENDANT

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into between Linda Elaine Davis Cavanaugh (Wife) and David Allen Cavanaugh (Husband);

W I T N E S S E T H :

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Probate Court for Davidson County a suit for absolute divorce styled LINDA ELAINE DAVIS CAVANAUGH V. DAVID ALLEN CAVANAUGH, Docket No. 87D-2660; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. **REAL PROPERTY**

It is agreed that the house and lot titled in the parties and located at 709 Lemont Drive, Nashville, Tennessee, shall be vested solely in the Wife and divested out of the Husband, and that if this Marital Dissolution Agreement is made a part of a Decree of Divorce the Divorce

Decree itself shall operate to vest the property in the Wife and divest it out of the Husband. The Wife shall assume all indebtedness on said real estate and shall hold the Husband harmless and indemnify him as to all liability relating to said property. The property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 205, Gra-Mar Acres, Section 7, of record in Book 2331, Page 80, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 205 fronts 72 feet on the North side of Lemont Drive and runs back 203.8 feet on the West line and 207.3 feet on the East line to a deadline, measuring 92 feet thereon.
>
> Being the same property conveyed to David Cavanaugh and wife, Linda Cavanaugh, by a Quitclaim Deed from Linda Elaine Neely of record in Book 6431, Page 246, Register's Office for Davidson County, Tennessee.

It is further agreed that the lot titled in the Husband and located in Pickett County, Tennessee, shall be vested solely in the Husband and divested out of the Wife, and that if this Marital Dissolution Agreement is made a part of a decree of divorce the divorce decree itself shall operate to invest the property in the Husband and divest it out of the Wife. The Husband shall assume all indebtedness on said real estate and shall hold the Wife harmless and indemnify her as to said property. The property is described as follows:

> Land in the 2nd Civil District of Pickett County, Tennessee, as follows:
>
> Beginning at a steel fence post in the northern margin of a gravel road, a corner of Elder; then leaving the road N 40-38-07 West 454.86 feet an iron pin in a fence corner, a corner of Elder; then with the fence N 16-25-23 West 136.58 feet to an iron pin in the fence, a corner of Elder; then crossing a farm lane and with another fence South 70-32-38 East 338.96 feet to a iron pin at a fence corner near the center of a hollow, a corner of Elder; then down and with the center of a hollow, a corner of Elder; then down with the menaders (Sic) of the center

of the hollow North 69-35-08 East 64.03 feet; South 73-12-45 East 47.99 feet; North 69-42-45 East 103.39 feet; North 53-34-20 East 99.31 feet; North 61-27-03 East 129.56 feet to a point in the center of the hollow with an iron pin to a point in the center of the hollow with an iron pin witness corner being South 11-21-39 East 19.97 feet from said point in the hollow, said point being a corner of Tubbs; then leaving the hollow South 11-21-39 East 367.36 feet to a steel fence post in the northern margin of the gravel road South 75-42-20 West 194.92 feet; South 59-13-03 West 104.89 feet; South 83-48-18 West 59.96 feet; South 70-17-02 West 100.35 feet; South 38-17-07 West 33.39 feet to the BEGINNING, and CONTAINING 5.00 acres, more or less; all bearings are magnetic and distances are horizontal.

Surveyed September 21, 1987, and being a portion of the property which deed is recorded in Book 27, Page 109, in the Register's Office for Pickett County, Tennessee.

BEING the same lands as described in a two page survey etitled Gilbert and Elaine Elder to David A. Cavenaugh, 2nd Civil District, Pickett County, Tennessee, drawn by Conrad E. Gernt, Registered Land Surveyor, Tennessee No. 457, a copy of which is attached to the previous deed and incorporated therein by reference for a more full and complete description.

Each party will sign whatever documents are necessary to effectuate the transfer of said title.

The Wife agrees to pay the Husband Ten Thousand Dollars ($10,000.00), representing his equity in the house and lot located at 709 Lemont Drive. The Husband shall retain a lien on said real estate in that amount plus interest at ten percent (10%) until paid in full. The Wife shall pay the sum of ~~Fifty~~ Thirty Dollars ($~~50.00~~ 30.00) per month, beginning in April, 1989, for a period of ten (10) years, with the entire balance, including interest, due May 1, 1999. This obligation shall bear interest at the rate of ten percent (10%) per annum.

Should the Wife remarry, default on payments due under this Agreement, refinance the property, abandon the property, or sell the property, the entire remaining balance due the Husband shall be due and payable

immediately with no further need for demand, notice or protest. In any of these cases, the Husband shall have the right to take whatever legal action is necessary to collect the unpaid balance.

2. **PERSONAL PROPERTY**

The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects in the possession of the Husband shall be his sole and separate property, and the Wife is divested of any ownership interest in said items. All furniture, furnishings and personal effects in the possession of the Wife shall be her sole and separate property, and the Husband is divested of any ownership interest in said items.

3. **MOTOR VEHICLES**

The 1985 Oldsmobile Cutlass shall be vested solely in the Husband, but the Wife shall be entitled to the exclusive use of said vehicle and from the date of execution of this Agreement shall be responsible for making all payments on said vehicle, including insurance and taxes. Once this vehicle has been paid in full, the Husband will transfer title to the Wife. Should the Wife fail to make any of these payments, the Husband shall be entitled with no further legal action to take the vehicle and make the payments himself, holding the Wife responsible for any payments not made. The Husband shall also be entitled to the 1982 Toyota pickup truck, and shall hold the Wife harmless and indemnify her for any costs and expenses connected with it.

4. **DEBTS**

It is agreed that the Wife shall bear all legal and financial responsibility for the following obligations:

Her Master Card bill, the first and second mortgage on the real estate, her credit union bill, and payments on the 1985 Oldsmobile.

It is agreed that the Husband shall bear all legal and

financial responsibility for the remaining obligations of the marriage.

The parties intend to create for the purpose of this paragraph a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. §523(a)(5). This support is necessary to meet the day to day living expenses of the obligee spouse and the amount of support is reasonable.

5. **ATTORNEY'S FEES**

Each party is responsible for paying his or her own attorney's fees.

6. **COURT COSTS**

It is agreed that any court costs incurred as a result of the pending action for an absolute divorce shall be paid by the Wife.

7. **MODIFICATION**

No modification or waiver of any of the provisions of this Agreement shall be effective unless made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. Both parties are aware and understand that matters of custody and child support can be reviewed and modified by an appropriate Court with jurisdiction upon a proper showing of a change of circumstances in open court. Similarly, both parties understand that no modification as to child support may be made without the approval of a Court with competent jurisdiction.

8. **SEVERANCE**

Should a Court of competent jurisdiction hold that any portion of this Agreement is invalid, or make modifications thereof, the remainder shall remain in full force and effect and the invalid portion shall be struck from the

Agreement or modified as the Court of competent jurisdiction shall order.

9. **INCORPORATION**

The parties agree that this Marital Dissolution Agreement shall be incorporated in any Final Decree of Divorce that my be granted, subject to Court approval, whether in this Court or in any other Court of competent jurisdiction, and agree that it shall be ratified, approved and incorporated into the Final Decree of Divorce in its entirety.

10. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed all of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this agreement.

11. **CREDIT AND NON-COMPLIANCE**

From the date of execution of this Agreement neither party will incur any indebtedness upon the credit of the other. Should this covenant be broken and one party is voluntarily or involuntarily required to pay an obligation incurred by the other party, or should one party be voluntarily or involuntarily required to pay any other obligation assumed by the other party under this Agreement, the party who makes such payment shall be entitled to indemnity from the other party for all monies paid, including the obligation itself, reasonable attorney's fees actually incurred, and interest actually paid. Further, to the extent not mentioned in this Agreement, any debt currently existing as to any property which becomes titled in a party shall become the debt of that party and that party shall indemnify and hold harmless the other party regarding said debt.

12. **VOLUNTARY EXECUTION**

Each party acknowledges that this Agreement has been entered into of his or her own volition, with full knowledge and information of the consequences. In certain instances, it represents a compromise of the disputed issues. Each believes the terms and conditions to be fair and equitable under the circumstances, and recognizes that no undue influence, fraud, coercion, or misrepresentation has been made. Each party agrees that the provisions of this Agreement are fair and equitable and are entered into voluntarily.

13. **CONSTRUCTION**

This Agreement constitutes the entire agreement between the parties. It supersedes any other agreement between the parties, written or otherwise. The parties covenant that they have each disclosed al of their assets and liabilities to each other and there are no representations or warranties made by either party to the other except those in this Agreement. Each party acknowledges that no other representations have been made as an inducement to enter into this Agreement other than as set forth herein.

IN WITNESS WHEREOF, the parties have set their signatures this 17th day of January, 1989.

Linda Elaine Davis Cavanagh
LINDA ELAINE DAVIS CAVANAUGH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said LINDA ELAINE DAVIS CAVANUAGH, with whom I am personally acquainted and who acknowledged she had read the foregoing document and that its contents were true and accurate to the best of her knowledge, information and belief.

Sworn to and subscribed before me this 17th day of January, 1989.

Dorothy Lackey
NOTARY PUBLIC

My commission expires: 3-3-92.

David Allen Cavanaugh
DAVID ALLEN CAVANAUGH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the said DAVID ALLEN CAVANAUGH, with whom I am personally acquainted and who acknowledged that he had read the foregoing document and that its contents were true and accurate to the best of his knowledge, information and belief.

Sworn to and subscribed before me this 17th day of January, 1989.

Dorothy Lackey
NOTARY PUBLIC

My commission expires: 3-3-92.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife is restored to her former married name of Neely.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon the signing of this Order the attorneys for the parties are relieved of their duties as attorneys of record in this cause.

Final costs of this cause shall be assessed against the Plaintiff for which execution may issue if necessary.

THIS 20 day of January, 1989.

JUDGE

APPROVED FOR ENTRY:

Robert Rutherford by permission

ROBERT RUTHERFORD, #2908
ATTORNEY FOR PLAINTIFF
400 Washington Square
214 Second Avenue North
Nashville, Tennessee 37201

APPROVED FOR ENTRY:

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IDENTIF. 1REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

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STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 17th *day of* JANUARY, *19* 89, *in Case Number* 87D-2660 *between* LINDA ELAINE DAVIS CAVANAUGH *Plaintiff, and* DAVID ALLEN CAVANAUGH *Defendant, as same remains of record in Book* 46a, *Page* 555 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 30th *day of* JUNE *in the year one thousand nine hundred and* EIGHTY-NINE *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117