BOOK 8659 PAGE 343

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANN MARIE CAYCE	)	
Plaintiff	)	
vs.	)	Case No. 91D-3410
THOMAS EDWARD CAYCE	)	
Defendant	)	

IDENTIF. REFERENCE

JUN 24 11 57 AM '92

22088

FINAL DECREE

This cause came on to be heard on the 26 day of May, 1992 before the Honorable Marietta M. Shipley, upon plaintiff's Complaint for absolute divorce, upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property and apportionment of responsibility of payment of the parties' joint and individual debts, upon all the pleadings and upon the testimony of plaintiff and the statements of counsel, from all of which the Court affirmatively found that the allegations of plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce, that the parties by written agreement made adequate and sufficient provisions for the equitable settlement of property rights between themselves, that the Marital Dissolution Agreement should be approved and that the 60-day waiting period as required by statute has elapsed,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court and each and every provision of said agreement is hereby made a specific Order and Decree of the Court which agreement is in words and figures as follows:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANN MARIE CAYCE	)	
	)	
Plaintiff	)	
	)	
vs.	)	Case No. 91D-3410
	)	
THOMAS EDWARD CAYCE	)	
	)	
Defendant	)	

MARITAL DISSOLUTION AGREEMENT

This agreement entered into between the Plaintiff, Ann Marie Cayce, hereinafter referred to as "Wife", and Defendant, Thomas Edward Cayce, hereinafter referred to as "Husband".

W I T N E S S E T H

WHEREAS, the parties were married on September 30, 1989 and no minor children were born of this marriage; and

WHEREAS, unhappy differences have arisen between the parties and the same are irreconcilable, a suit for absolute divorce having been filed herein; and

WHEREAS, the parties are desirous of settling all controversies in said suit concerning alimony and the division of their property because the differences that exist between the parties are not reconcilable; and

WHEREAS, the Defendant Husband is aware that a divorce has been filed against him in the State of Tennessee, County of Davidson;

NOW, THEREFORE, the parties agree as follows:

1. **Divorce:** It is hereby agreed by the parties that the Wife shall proceed to obtain a non-contested divorce in the Second Circuit Court for Davidson County, Tennessee on the grounds of irreconcilable differences and that the parties shall be restored to all the rights and privileges of unmarried persons.

2. **Wedding Gifts:** Husband shall keep all wedding gifts given by his friends. Wife shall keep all wedding gifts given by her friends. The exchange of these gifts will be made prior to the date of the final hearing.

3. **Real Property:** The parties own a home with a mailing address of 269 Martingale Drive, Old Hickory, Tennessee 37138, which was the home of the Wife prior to this marriage. The parties

agree that the Wife shall be awarded the marital home and, further, that the Wife shall assume the mortgage on the marital home as between the parties. The legal description of the property is as follows:

> Being Lot No. 269 on Block 2 on the map of Cumberland Terrace, Part I, as of record in Book 1424, Page 49, Register's Office for said county, described as follows:
>
> Beginning on the easterly margin of Martingale Drive at the corner of Lot Nos. 268 and 269; thence with the line between said two lots, eastwardly 187.4 feet to the westerly line of the Tennessee Central Railroad right-of-way; thence with said right-of-way southwardly 185 feet to the northerly margin of 9th Avenue; thence with said avenue westwardly 7.65 feet to the beginning of a curve; thence around said curve in a northwesterly direction 198.1 feet to the easterly margin of Martingale Drive; thence with said drive northwardly 30 feet to the beginning.
>
> Being the same property conveyed to Ann M. Cayce and husband Thomas E. Cayce, Jr. of record in Deed Book 8311, Page 742, Register's Office for Davidson County, Tennessee.

4. **Personal Property:** The parties agree that all other personal property has heretofore been equitably divided and each party shall be vested with the exclusive possession and sole ownership in all property in his or her possession as of the date of this agreement.

5. **Automobiles:** The Wife shall retain the Chrysler LeBaron automobile in her name and the Husband shall retain the Nissan Pathfinder which is titled in his name. The 1985 Honda, as between the parties, will be the Wife's responsibility.

6. **Joint Checking Account:** The parties will close the joint checking account and the party who has signed any checks that may clear this account shall be responsible for the checks that they have signed should there be insufficient funds in the account to cover any such checks.

7. **Credit Cards:** Husband will pay for the credit cards in his name.

8. **Existing Attorney's Fee:** Wife will pay the existing attorney's fee of $1,036.00 to Westlake & Marsden P.C.

9. **Bank Loan:** Husband will continue to pay the note with the Goodlettsville Bank and hold Wife harmless for any payments under said note other than the mortgage on the house which was addressed under paragraph 2 herein. Wife will pay Husband

$3,000.00 by December 1, 1992 as her portion of this note.

10. **Maiden Name:** The Wife will have her maiden name restored, Wife's maiden name being Ann Marie Robertson.

11. **Attorney's Fee and Court Costs:** It is understood that the Plaintiff Wife shall pay the attorney fee of Stephen Crofford, attorney of record in this cause for the Wife, and the Court costs herein shall also be paid by the Plaintiff Wife.

12. **Marital Rights:** The parties understand and agree that this agreement is in full and final settlement of all marital rights between the parties and except as otherwise provided herein, forever bars either party from, after the acceptance of this agreement by the Court and incorporation into the final divorce decree, any and all claims for alimony, dower, curtsy, homestead or any other inheritance rights the parties may have acquired by virtue of their marriage.

13. **Pending Divorce Petition:** The parties understand and agree that this agreement shall be submitted to the Court and if found by the Court to be fair and equitable, will be approved by said Court, however, in the event a divorce is not granted to either party or the parties reconcile, this agreement shall be of no further force and effect. The parties agree to sign and execute any and all necessary documents or instruments to carry out and put into full force and effect the intent and purpose of this agreement.

The parties submit to the jurisdiction of the Court for all of the purposes herein contained. Further, this agreement is entered into without any collusion between the parties but solely of their own free will and accord.

IN WITNESS WHEREOF the parties have affixed their signatures before a Notary Public on this 1 day of May, 1992.

Ann Marie Cayce
ANN MARIE CAYCE

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me the undersigned Notary Public the within-named Plaintiff Wife, ANN MARIE CAYCE, who made oath that she executed the foregoing agreement for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee this 1st day of May, 1992.

Olivia T. Fenison
NOTARY PUBLIC

My Commission Expires: 1-22-95

Thomas Edward Cayce
THOMAS EDWARD CAYCE

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me the undersigned Notary Public the within-named Plaintiff Husband, THOMAS EDWARD CAYCE, who made oath that he executed the foregoing agreement for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee this 1st day of May, 1992.

Rebecca S. Fishburn
NOTARY PUBLIC

My Commission Expires: 11-26-94

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff Ann Marie Cayce shall be and is hereby awarded an absolute divorce from defendant, that she be restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be and are hereby taxed against plaintiff Ann Marie Cayce.

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

ENTERED this 25th day of May, 1992.

Judge Marietta Shipley

APPROVED FOR ENTRY:

Stephen Crofford (#12039)
Attorney for Plaintiff/Wife
207 Third Avenue, North
Third Floor
Nashville, Tennessee 37201
(615) 244-2445

1304 06/24 0101 01CASH 18.00

Phillip E. Smith (#13421)
Attorney for Defendant/Husband
213 Third Avenue, North
Nashville, Tennessee 37201
(615) 242-5453

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* Second *Circuit Court for Davidson County, Tennessee, on the* 26th *day of* May, *19* 92, *in Case Number* 91D-3410 *between* ANN MARIE CAYCE *Plaintiff, and* THOMAS EDWARD CAYCE *Defendant, as same remains of record in Book* 144B, *Page* 819 *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* 24th *day of* June *in the year one thousand nine hundred and* Ninety-Two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*