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RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

REGINALD ANDRE SCIVALLY)
)
vs.) No. 93D-937
)
CASANDRA SUSAN SCIVALLY)

BOOK 9249 PAGE 776

FINAL DECREE

This cause came on to be heard this 7th day of December, 1993, before the Honorable Muriel Robinson Rice, Judge, on the complaint for absolute divorce filed by the Husband, answer filed by the Wife, signed and notarized Marital Dissolution Agreement having been presented to the Court, testimony of the Husband, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, and a divorce should be granted.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Husband, Reginald Andre Scivally, be and is hereby granted an absolute divorce from the Wife, Casandra Susan Scivally, on the ground of irreconcilable differences, Tennessee Code Annotated §36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated §36-4-103(b), 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:

17893

IDENTIFICATION REFERENCE

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RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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MARITAL DISSOLUTION AGREEMENT

This agreement entered into by and between **Casandra Susan Scivally**, hereinafter referred to as "wife," and **Reginald Andre Scivally**, hereinafter referred to as "husband."

W I T N E S S E T H:

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WHEREAS, there is presently pending a petition for absolute divorce in the Fourth Circuit Court, bearing docket #93D-937, and

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights and all other claims of rights between them which have arisen or might arise out of their marital relation, and a result of any action for divorce.

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective rights and liabilities against and to the other and all of the estate and property of the other.

NOW, therefore, said parties hereto for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. **DIVORCE:** The parties agree that the husband shall proceed to seek a divorce on the ground of irreconcilable differences.

2. **EFFECTIVE DATE AGREEMENT:** Unless specifically provided to the contrary herein, the provisions of this agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consumated in accordance with the provisions hereof.

3. **RIGHT TO LIVE SEPARATELY:** The parties may and shall continue to live apart as unmarried persons. Each party shall be free from interference, direct or indirect, by the other party and neither party shall in any way molest or harass the other party.

4. **AUTOMOBILES:** The wife owns a 1988 Nissan Maxima. Ownership and title to the 1988 Nissan Maxima shall be vested and fixed in wife to be hers absolutely. Husband hereby transfers and conveys to wife all his right, title and interest in and to said automobile. Wife will assume the balance of the indebtedness owing on said 1988 Nissan

Maxima and will indemnify and hold harmless husband from any cost or expense in connection with any claim, demand or suit relating to such debt or obligation, including the other party's reasonable attorney's fees. After date hereof, wife shall be solely responsible for all upkeep, maintenance and insurance on said automobile. The husband owns a 1980 Chevrolet Monte Carlo. Ownership and title to the 1980 Chevrolet Monte Carlo shall be vested and fixed in husband to be his absolutely. Wife hereby transfers and conveys to husband all her right, title and interest in and to said automobile. Husband will assume the balance of any indebtedness owing on said 1980 Chevrolet Monte Carlo and will indemnify and hold harmless wife from any cost or expense in connection with any claim, demand or suit relating to such debt or obligation, including the other party's reasonable attorney's fees. After date hereof, husband shall be solely responsible for all upkeep, maintenance and insurance on said automobile.

5. **BANK ACCOUNTS:** The parties have heretofore made a division of all bank accounts owned by them jointly. All savings or checking accounts presently in the name of husband and wife shall continue to be his or her property absolutely, without any right, claim or demand on the part of the other party.

6. **STOCKS, BOND, SECURITIES:** Wife shall be awarded all stocks, bonds or securities presently in her name and husband relinquishes all right, title and interest in any and all stocks, bonds or securities in wife's name.

7. **HOUSEHOLD GOODS:** The parties have heretofore made a division of all household goods, furniture, fixtures, appliances, tools, equipment and other personal property heretofore recognized as joint property of the parties during the marriage. All such property now in the possession and control of wife shall continue to be wife's property, absolutely, without any right, claim or demand on the part of husband. Said property shall include ~~one waterbed,~~ one bedroom suite, living room suite and tables, den furniture, dining room suite, washer and dryer and two color televisions, chest freezer, VCR, stereo and entertainment center. Sofa, love seat and washer herein mentioned above shall be removed from the home of the husband by the wife at 2:00 p.m. on Saturday, December 11, 1993. All property now in the possession and control of husband is and

shall continue to be husband's property, absolutely, without any right, claim or demand on the part of the wife. Said property shall include one video camera, one stereo system, one video cassette recorder, one satellite dish, one A41 Pioneer and one water bed.

Each party shall retain all right, title and possession to his or her clothing, jewelry and other personal items.

8. **REAL PROPERTY:** Wife agrees to quitclaim and convey all of her right, title and interest in and to the real property located at 1904 Meadow Cliff in Nashville, Davidson County, Tennessee but the wife shall retain a lien on the homeplace in the amount of One thousand seven hundred fifty five dollars sixty eight cents ($1,755.68) for her equity in the home and she shall receive this sum from any sale of the home which may occur within five years of the date of the final decree. In the event the husband does not sell or otherwise dispose of the home within five years from the date of the final decree then this lien shall not be in effect and he shall owe the wife nothing. Husband shall assume the outstanding indebtedness on the homeplace and shall indemnify and hold the wife harmless from payment thereof. The wife shall not be responsible for capital gains tax which may result from the sale of the home.

9. **DEBTS:** Unless otherwise provided, each party shall be solely and absolutely responsible for payment of any debt or obligation which he or she has incurred or which is in his or her individual name.

10. **ATTORNEY'S FEES AND COURT COSTS:** Husband and wife shall each be solely and absolutely responsible for his/her own attorney's fees. Husband shall be responsible for reasonable court costs.

11. **EMPLOYMENT BENEFITS AND RETIREMENT:** Each party shall retain any and all employee benefits and retirement benefits, present or future, relating to his or her employment, without any right, claim or demand on the part of the other party.

12. **NECESSARY DOCUMENTS:** Each party will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other thing necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall

constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this agreement.

13. **ENFORCEMENT:** In the event of one party's breach of any of the terms of this agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this agreement and remedying the breach, including but not limited to court costs, attorney's fees and travel costs. The parties agree first to attempt to resolve any dispute by negotiation.

14. **INCORPORATION:** With the approval of any court of competent jurisdiction in which any divorce may now be pending or which may hereafter be instituted, this agreement shall be incorporated in any deccree of absolute divorce which may be entered by said Court.

15. **INTEGRATION:** This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

16. **MODIFICATION AND WAIVER:** No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver or any subsequent breach or default. The terms of this agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

17. **FULL AND FINAL SETTLEMENT:** The parties accept the provisions of this agreement in full and final settlement satisfaction of any and all claims and rights which either of them have and or may now have against the other party; and both husband and wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, life insurance policy proceeds and retirement benefits and/or contributions, inheritance, year's support and all other property rights except as provided for in this agreement, which either has had, may now have, or may hereafter have but for this agreement, as husband, wife, widower or widow by reason of, or because of, the marital relationship how existing between the parties, in and to, or against the property of the other party

whether now or hereafter acquired by such other party.

18. **VOLUNTARY AGREEMENT:** It is further understood and agreed by and between the parties that this settlement agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

19. **FUTURE TRANSACTIONS:** It is understood and agreed by the parties that, from the date of execution 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 payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

WITNESS our hands on the day and date acknowledged below.

Reginald Andre Scivally
REGINALD ANDRE SCIVALLY

Casandra Susan Scivally
CASANDRA SUSAN SCIVALLY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named **REGINALD ANDRE SCIVALLY,** who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 7th day of December, 1993.

Notary Public

My Commission Expires:
5-25-96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named **CASANDRA SUSAN SCIVALLY,** who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 6th day of December, 1993.

Notary Public

My Commission Expires:
3-23-96

It is 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 all of the Wife's right, title and interest in and to the real property of the parties located at 1904 Meadow Cliff, Nashville, Davidson County, Tennessee, shall be divested out of the Wife, Casandra Susan Scivally, and shall be vested in the Husband, Reginald Andre Scivally, in fee simple absolute. The Wife shall retain a lien on the home place in the amount of $1,755.68 for her equity in the home, and she shall receive this sum from any sale of the home which may occur within five (5) years of the date of the Final Decree. In the event the Husband does not sell or otherwise dispose of the home within five (5) years of the date of the Final Decree, then this lien shall not be in effect and he shall owe the Wife nothing. The Husband shall assume the outstanding indebtedness on the home place and shall indemnify and hold the Wife harmless from any payment thereof. The Wife shall not be responsible for capital gains tax which may result from the sale of the home. Said property is more particularly described as follows:

> BEING Lot No. 33, Belle Acres, Section One, of record in Plat Book 5200, Page 144, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.
>
> Being the same property conveyed by deed to Reginald A. Scivally and Casandra S. Perkins, both unmarried, by deed from the Federal National Mortgage Association of record in Book 7512, Page 73, Register's Office for Davidson County, Tennessee.
>
> Casandra S. Perkins and Casandra Susan Scivally are one in the same person.

The Husband shall pay the costs of this cause for all of which execution may issue if necessary.

ENTER this 22nd day of December, 1993.

JUDGE

APPROVED FOR ENTRY:

David C. Rutherford

DAVID C. RUTHERFORD
Supreme Court Reg. No. 2706

L. R. DeMarco

L. R. DeMARCO
Supreme Court Reg. No. 2652

ATTORNEYS FOR HUSBAND
Suite 400, Washington Square
214 Second Avenue, North
Nashville, TN 37201-1602
(615) 256-6681

mail

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Ms. Jan Waldon, Attorney for Wife, P. O. Box 121541, Acklen Station, Nashville, Tennessee, 37212, this 13th day of December, 1993.

L. R. DeMarco

L. R. DeMARCO

STATE OF TENNESSEE

I, **RICHARD R. 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 FOURTH Circuit Court for Davidson County, Tennessee, on the 22 day of DECEMBER, 19 93, in the Case Number 930937 between SCIVALLY, REGINALD ANDRE Plaintiff, and SCIVALLY, CASANDRA SUSAN Defendant, as same remains of record in Book 2240, Page 2252 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 15 day of FEBRUARY in the year one thousand nine hundred and ninety-four and in the 218th year of American Independence.

RICHARD R. ROOKER, Clerk

By Mary W. Burk
Deputy Clerk

SEAL