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GEORGE I. ROWLETT, CLERK
D.C.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CHRISTOPHER L. CONAWAY, Plaintiff,	)	
vs.	)	No. 88D-576
ANITA M. CONAWAY, Defendant.	)	

BOOK 9952 PG 396

FINAL DECREE

This cause came on to be heard on the 18th day of April, 1988, before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, upon the Plaintiff's complaint for Absolute Divorce, the executed marital dissolution agreement of the parties, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionate of responsibility of payment of parties' joint and individual debts, upon the testimony of the Plaintiff, statements of counsel, and the entire record in this cause, from all of which the Court affirmatively finds that the allegations in the Plaintiff's complaint are sustained by the proof and that there exists such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce, that the marital dissolution agreement heretofore executed by the parties is an adequate and sufficient apportionment of the marital property and debts of parties owing and should be approved; and that the sixty day waiting period, as required by statute, has lapsed;

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, Christopher L. Conaway, be and is hereby ordered an absolute divorce from the Defendant, and that he 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 resolved.

It is further 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. The marital dissolution agreement is in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between CHRISTOPHER L. CONAWAY, hereinafter referred to as "Husband", and ANITA M. CONAWAY, hereinafter referred to as "Wife", subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable, and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being Christopher M. Conaway vs. Anita M. Conaway, bearing Docket No. 88D-576; 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, obligations for payment of debts, and any and all matters concerning their respective rights and duties by reason of the marital relationship and to enter into a contract for the settlement of all such rights and obligations, not only for the present, but for the future;

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

1. Real Property - The parties acknowledge and agree that they own as tenants by the entirety certain real property located at 2565 Bethwood Drive, in Nashville, Davidson County, Tennessee, and bearing the legal description:

> Being Lot No. 112 on the Plan of Shepardwood Subdivision, Section 2, of record in Plat Book 4460 at page 66, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to Clarence J. Worrell by deed and recorded in Book 5875 at page 129, Register's Office for Davidson County, Tennessee. This conveyance is subject to taxes for the year 1986 and subsequent years, easements and restrictive covenants of record.

The parties agree that all right, title and interest in and to said property shall be divested from the Husband and vested in the Wife and that the Wife shall take said property free from any claims that the Husband may have. The parties further agree that the Wife shall be solely responsible for any indebtedness owing on said property and shall otherwise indemnify and hold harmless the Husband for said indebtedness. The parties further agree to execute all documents necessary to accomplish this provision of the agreement.

2. Children - The parties acknowledge and agree that there are no children born to this marriage.

3. Personal Property - The parties agree that all right, title and interest in and to the following property shall be divested from the Wife and vested solely in the Husband:

a. RCA floor model color television and corresponding VCR
b. Living room sofa and loveseat
c. Toshiba stereo

The parties further agree that each shall keep that property which each of them brought into the marriage, such property to include, but not limited to, clothing, jewelry and similar items of personalty, and they acknowledge that they have made a satisfactory settlement and distribution of all such personal property. The parties further agree that all right, title and

interest in and to all other property not herein specified shall be divested from the Husband and vested solely in the Wife.

4. Automobiles - The parties agree that all right, title and interest in and to the 1982 Monte Carlo jointly owned and titled to the parties shall be divested out of the Husband and vested solely in the Wife. The Wife further agrees to be fully responsible for any indebtedness owing on said automobile, to indemnify the Husband for any liability arising out of said indebtedness and to otherwise hold him harmless for said indebtedness. The parties further agree to execute all documents necessary to accomplish this provision of the agreement.

The parties further agree that all right, title and interest in and to the 1968 Chevrolet El Camino individually owned by the Husband shall be divested out of the Wife and vested solely in the Husband. The parties acknowledge that there is no indebtedness owing on said vehicle.

5. Monetary Funds and Accounts - The parties acknowledge and agree that they do not have any joint checking, savings, or similar financial accounts.

6. Debts - The parties acknowledge and agree that there are a number of joint debts arising out of the marriage. The parties further acknowledge that they are presently the subject of a Chapter 13 Bankruptcy plan which provides for a method of payment for all indebtedness owing by the parties. Therefore, the parties agree that each of them shall remain active in said Chapter 13 Bankruptcy plan. In the event that either party shall withdraw or otherwise cease to participate in said Bankrupcty plan, then the other party shall accrue the right to institute legal proceedings against the defaulting party to recover from him or her all contributions to the Chapter 13 Bankruptcy plan made by the non-defaulting party on behalf of the faulting party.

7. Income Tax - The parties agree that they shall separately file their 1987 income taxes and that each shall be individually responsible for any obligation arising therefrom and shall be solely entitled to any refund realized therefrom, free from any claim of the other party unless the party realizing said refund is in default under the provisions of the Chapter 13 Bankruptcy plan.

8. Attorney Fees - The parties agree that they shall be equally responsible for payment of attorney fees in this cause so long as the divorce proceeds on the grounds of irreconcilable differences.

9. Court Costs - The parties agree that they shall be equally responsible for the courts costs of this cause.

10. Breach of this Agreement - The parties acknowledge that the failure of either party to abide by the terms of this agreement shall vest in the other party the right to pursue whatever legal actions are appropriate in order to remedy the particular breach. The parties agree that the party in breach of this contract shall be responsible to the non-breaching party for all reasonable attorney fees incurred by the non-breaching party as a result of his or her efforts to enforce the terms of this agreement subsequent to its execution.

11. Content of this Agreement - The parties acknowledge and agree that this agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties, jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate, whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this agreement.

The parties acknowledge that they have read the entire terms of this agreement and that they understand all the terms and conditions contained therein. The parties further acknowldge and agree that this agreement constitutes a full and complete understanding of the parties hereto relative to all matters of the division of the marital property. The parties further acknowledge and agree that this agreement adequately and sufficiently provides for the division of all of the marital property.

/s/ Christopher L. Conaway
CHRISTOPHER L. CONAWAY

/s/ Anita M. Conaway
ANITA M. CONAWAY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the aforenamed CHRISTOPHER L. CONAWAY, known personally to me, who upon his oath, stated he has read the foregoing marital dissolution agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 19th day of January, 1988.

/s/ Julie Rosa
NOTARY PUBLIC

My Commission
Expires: 5-13-89

****

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in the State and County aforesaid, the aforenamed ANITA M. CONAWAY, known personally to me, who upon her oath, stated she has read the foregoing marital dissolution agreement, knows the contents thereof, and has executed the same for the purposes contained therein this the 19th day of January, 1988.

/s/ Julie Rosa
NOTARY PUBLIC

My Commission
Expires: 5-13-89

It is further ORDERED, ADJUDGED and DECREED that the court costs in this cause are taxed equally to the parties.

It is finally ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this decree.

ENTER this 18 day of April, 1988.

JUDGE

APPROVED FOR ENTRY:

Mark J. Fishburn

MARK J. FISHBURN
Attorney for Plaintiff
Suite 1620, Parkway Towers
Nashville, Tennessee 37219
(615) 242-8107
Reg. No. 6697

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing final decree has been mailed to the Defendant, Anita M. Conaway, 2565 Bethwood Drive, Nashville, Tennessee 37207, on this 18th day of April, 1988.

Mark J. Fishburn

MARK J. FISHBURN

BOOK 9952PG401

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 PROBATE Circuit Court for Davidson County, Tennessee, on the 18 day of APRIL , 19 88 , in the Case Number 88D576 between CONAWAY, CHRISTOPHER L Plaintiff, and CONAWAY, ANITA M Defendant, as same remains of record in Book 041B , Page 01278 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 14 day of FEBRUARY in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

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IDENTIFICATION REFERENCE

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