IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

95 AUG 28 PM 4:09

CLERK

D.C.

VICKI TAVANA,

Plaintiff/Wife,

BOOK 10264 PG 239

vs.

MEHDI TAVANA,

Defendant/Husband.

No. 95D-382
NOTICE OF ENTRY REQUIRED

FINAL DECREE OF DIVORCE

This cause came to be heard on the 28th day of August, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Wife, service of process on the Husband, Answer filed by the Husband, upon the written Marital Dissolution Agreement executed by the parties, upon the testimony of the Wife, statements of counsel and upon the entire record from all of which the Court finds that there are irreconcilable differences in the marriage such that the Wife should be awarded an absolute divorce from the Husband. The Court further affirmatively finds that the written Marital Dissolution Agreement tendered to the Court makes an equitable settlement of all property rights between the parties. It is, therefore,

ORDERED, ADJUDGED and DECREED that the Wife, Vicki Tavana, shall be awarded an absolute divorce from the Husband, Mehdi Tavana, on the ground of irreconcilable differences; and it is further

ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement be approved and made a decree of this Court, the same being incorporated herein in words and figures as follows:

0248096
IDENTIF. ↑ REFERENCE

96 NOV 19 PM 3:46

ELIA A. REGISTER
DAVIDSON COUNTY, TN.

118

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

96 AUG 28 PM 4:09

CLERK

D.C.

BOOK 10264 PG 240

VICKI TAVANA **P.O. Box 140482** **Nashville, Tennessee 37214,**	)	
Plaintiff/Wife,	)	
vs.	)	**No. 95D-382**
MEHDI TAVANA **114 38th Avenue North** **Nashville, Tennessee 37209,**	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into by and between Mehdi Tavana (hereinafter "Husband") and Vicki Tavana (hereinafter "Wife").

WITNESSETH:

WHEREAS, Husband and Wife (collectively the "parties") were married on August 10, 1985; and

WHEREAS, there has been one (1) child born of this marriage, namely, Michael Maxim Tavana, born November 22, 1993; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, under Docket No. 95D-382, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the parties own real property located in Davidson County, Tennessee, but no other, and some items of personal property; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

IT IS THEREFORE AGREED, that for and in consideration of the mutual promises contained, the parties agree as follows:

1. **Grounds for Divorce.** Wife shall be awarded an absolute divorce from Husband on the grounds of irreconcilable differences.

2. Child Custody. The parties agree that Wife shall have sole custody of their minor child, Michael Maxim Tavana (DOB 11/22/93).

Husband shall have visitation every weekend from 5:00 p.m. Saturday night until 5:00 p.m. Monday night as long as Wife's work schedule remains a weekend only work week. Wife may under this weekend schedule designate four weekends per year for her personal time with the child by giving Husband two weeks advance notice. When Wife's work schedule changes to a week day work week, Husband's visitation shall change to every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday and every other Wednesday night from 5:00 p.m. to 8:00 p.m. The minor child will be with the Mother on Mother's Day and Father on Father's Day from 8:00 a.m. until 8:00 p.m. The minor child will be with the Mother from when the child is out of school until 5:00 p.m. Christmas Day and will thereafter go to the Father from 5:00 p.m. Christmas Day until 5:00 p.m. on New Year's Eve. The parties will alternate holiday visits with the minor child on New Year's Day, Labor Day, Memorial Day, Easter break, 4th of July, and Thanksgiving. Holiday visits shall be from 6:00 p.m. the night before until 6:00 p.m. on the night of the holiday. Holiday visitation shall have precedence over weekend visitation. Father shall have two (2) weeks visitation in the summer, and shall notify Mother in writing of his intent to exercise summer visitation at least thirty (30) days in advance.

When exercising visitation, the parties shall pickup and deliver the minor child at the Shoney's Restaurant on Murphy Road, or at any other mutually acceptable location.

Husband shall notify Wife in writing before taking the minor child outside the State of Tennessee and will provide Wife with an address and telephone number where Husband and minor child can be reached.

The Husband is RESTRAINED and ENJOINED from removing the minor child, Michael Maxim Tavana, from the United States without the prior permission of the Court.

Both Husband and Wife agree to immediately contact the other if the child is involved in an emergency (life threatening) situation while in their care and control.

3. Child Support and Health Care. Husband shall pay child support in the amount of Fifty ($50.00) Dollars per week, plus the Clerk's lawful commission of five (5%) percent or Two and 50/100 ($2.50) Dollars, for a total of Fifty-two and 50/100 ($52.50) Dollars per week, which payments shall be made directly to the Clerk of the Circuit Court, 506 Metropolitan Courthouse, Nashville, Tennessee 37213, until the minor child reaches the age of 18 years or graduates from high

school, whichever occurs last. The parties recognize that this support meets the minimum guidelines for child support established in the State of Tennessee based on Husband's current claim of unemployment. The parties further recognize that the child support is low and agree that Husband's circumstances and this child support amount shall be reviewed by the Court on February 27, 1997. Additionally, Husband's every weekend visitation requirement includes Husband providing for actual visitation or child care and all costs associated with any child care in the event he is not actually with the child.

In addition thereto, Husband shall provide major medical and hospitalization insurance for the minor child. If this insurance can be provided more economically through Wife's employment, Wife shall enroll the child with her employer's insurance carrier and Husband shall reimburse Wife for the premiums for such insurance by the tenth (10th) day of the following month. Husband further agrees to pay one-half (½) of the deductible and uncovered medical, dental, hospital, prescription, ophthalmological and orthodontic expenses, but not psychological expenses, not paid for by such insurance to Wife within ten (10) days of her supplying him with copies of such bills and expenses.

Pursuant to Tennessee Code Annotated § 36-5-101(h), the parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment. The parties also understand that court approval must be obtained before child support can be reduced.

4. Personal Property. The parties have agreed to divide their personal property according to the list attached hereto as Exhibit A. Each party shall be responsible for any debts on such personal property.

Husband and Wife agree within thirty (30) days of entry of the Final Decree to deliver to the appropriate party those items listed in Exhibit A remaining in their possession to the party designed to receive them in good condition, normal wear and tear excepted.

The parties further agree to equally divide and disburse the funds held at First American National Bank, Account No. 10017790794, within fifteen (15) days of entry of the Final Decree of Divorce.

Husband shall retain the 1985 Chevrolet Caprice automobile and be solely responsible for the upkeep and payment of the balance of any debt owed on the vehicle and hold Wife harmless from any liability thereon.

Wife shall retain the leased 1994 Toyota automobile and be solely responsible for the upkeep and payment of the balance of any debt owned on the vehicle and hold Husband harmless from any liability thereon.

Each of the parties agree to execute any documents necessary to transfer title in accordance with this Agreement.

5. **Retirement Plans.** Each of the parties shall own as their sole and separate property his or her individual pension fund and/or IRA, free and clear of any claim of the other. Husband agrees to waive all right, title and interest in Wife's present and future retirement plans, if any. Wife agrees to waive all right, title and interest in Husband's present and future retirement plans, if any.

6. **Real Property.** The Husband and Wife are joint owners of the marital residence located at 114 38th Avenue North, Davidson County, Nashville, Tennessee.

Husband agrees to pay Wife the sum of Twenty-seven Thousand and No/100 ($27,000.00) Dollars for her interest in the aforesaid real property within ninety (90) days of entry of the Final Decree of Divorce by the Fourth Circuit Court of Davidson County, Tennessee.

Husband shall be responsible for any indebtedness on said real property and shall indemnify and hold Wife harmless thereon. Wife is awarded a lien against the marital home in the amount of Twenty-seven Thousand and No/100 ($27,000.00) Dollars and Husband agrees to execute a Deed of Trust in her favor, if requested to do so. Husband is ENJOINED and RESTRAINED from selling the marital home until or unless Wife has been paid this Twenty-Seven Thousand and No/100 ($27,000.00) Dollars. In the event that Husband has not paid Wife's lien within ninety (90) days of entry of the Final Decree, then the property shall be placed on the market for sale with Wife's lien to be paid from the proceeds of such sale and Wife to receive ten percent (10%) interest on the balance owed her from the date of this final decree.

7. **Debts.** Each of the parties shall pay any indebtedness incurred in his or her name separately after January 30, 1995, and each party shall indemnify and hold the other party harmless for the payment thereof. Any joint debts shall be the responsibility of the party which incurred the debt.

8. **Attorneys Fees.** Each party shall be responsible for his or her own attorney fees.

9. **Court Costs.** The costs of this cause shall be equally divided between the Husband and Wife for which execution may issue, if necessary.

10. Alimony. The parties waive any claim either of them may have for the payment of alimony.

11. Bankruptcy. With respect to each party's responsibility to pay the debts and liabilities set forth in this Agreement and to hold the other harmless for the payment thereof, the parties intend these specific debts and liabilities to be non-dischargeable under Section 523(a)(5) of the Bankruptcy Code. The parties in determining which debts shall be paid by either party have considered the following issues to reflect the intent of the parties, which include, but are not limited to:

(a) The nature of the debt assumed.

(b) The effect of providing the support necessary to insure the daily needs of the spouse.

(c) The amount of the obligation vis-a-vis the obligor's present and foreseeable ability to pay.

12. Permanent Injunction. It is agreed between the parties that both parties shall be permanently RESTRAINED and ENJOINED from coming about the other for the purpose of harming, hitting, striking, harassing, threatening, or intimidating the other.

13. Enforcement. If either the Husband or the Wife defaults in the performance of any of the obligations of this Agreement herein set forth and it becomes necessary to institute legal proceedings in a court of competent jurisdiction to effectuate the performance of any provision of this Agreement then in such case the party found to be in default shall pay all expenses, including attorneys fees, incurred in connection with such enforcement proceedings.

14. Creditors' Claims. In the event that a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against which such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

15. Submission to the Court. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 95D-382. This Agreement is submitted to the Court for ratification and incorporation into the final decree of divorce between the parties.

16. Waiver of Rights. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required under the law of any jurisdiction with

respect to the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent, or distribution, or right to act as an administrator or executor of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

17. Construction. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

19. Full and Final Settlement. It is further understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, support rights and obligations of the respective parties hereto and shall constitute a discharge of any and all claims arising out of their marital relationship.

20. Entire Agreement. Each party understands all the terms herein set forth and that all of the said terms represent and constitute the entire understanding between them; that the Husband and Wife have read this Agreement and find the same to be in accordance with his or her understanding; and each does voluntarily execute this Agreement and affix his or her signature hereto without undue influence, fraud, coercion, collusion, or misrepresentation. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable. This Agreement contains the entire understanding of the parties and there are no representations, warranties, or promises other than those expressly set forth herein. Each party acknowledges that he or she has had the opportunity to seek the advice of independent counsel of his or her own choosing with Wife being represented by Helen S. Rogers and Steven D. Keel and Husband is represented by Richard E. Norman, Jr.

21. Execution of Documents. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, each party shall willingly and promptly execute and deliver any and all instruments necessary and required in order to implement the terms of this Agreement.

Husband will pay ½ court reporter fees for 8/28/96 and ½ cost of appraisers appearance on 8/28/96, M.T 6

VT

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

8/28/96
DATE

MEHDI TAVANA

8/28/96
DATE

VICKI TAVANA

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

On this the 28th day of August, 1996, personally appeared before me, Helen S. Rogers a Notary Public in and for the aforesaid State and County, the within-named MEHDI TAVANA, with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

My commission expires: 1/25/97.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

On this the 28th day of August, 1996, personally appeared before me, Steven D. Keel, a Notary Public in and for the aforesaid State and County, the within-named VICKI TAVANA, with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

My commission expires: 3-22-97.

95 AUG 28 PM 4:03

D.C.

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At Wife's Apartment:

Wife	Coffee Pot
Wife	13" Color TV
Wife	Superyard (Michael)
Wife	Playpen
Wife	Telephone
Wife	Electric Can Opener
Wife	Michael's Clothes, some Toys
Wife	Wife's Clothing
Wife	Wife's Cassette Tapes, Videotapes
Wife	Car seat
Wife	Costume Jewelry, 2 Jewelry Chests
Wife	Humidifier
Wife	Norelco Clean Air Machine
Wife	3 Photo Albums
Wife	Canon Sure shot Camera
Wife	8+ boxes of books
Wife	Little Tikes Swing
Wife	Touch Lamp
Wife	Comforter
Wife	Space Heater

Items Left In Marital Residence:

Living Room:

Husband	25" Color TV
Husband	VCR
Husband	Wooden Stand
Husband	VCR Tape Holder
Husband	Stereo System & Rack
Husband	Couch with hide-a-bed
Husband	Rocker/Recliner
Wife	Standing lamp w/ glass globes
Husband	Touch Lamp (gray)
Husband	Rectangular Coffee Table
Husband	Oriental Rug (6 x 4)
Husband	Wicker Plant Stand
Husband	Lg. Framed Painting
Husband	2 Lg. Pictures (animals)
Husband	3 x 2 Framed Picture (Butterflies)
Husband	Square Cabinet with Records
Husband	Wooden Wall Clock
Husband	Small Square Table
Husband	Small Metal Round Tray/ wooden frame
Husband	Handmade Sampler/ Wedding Gift
Wife	Record Albums in Cabinet (Wife owned prior to marriage)
Wife	Audio Cassette Tapes

Dining Room:

Wife	Glasstop & Brass Table, 4 Chairs
Wife	Daybed, sheets, comforter
Husband	4 Drawer Chest
Husband	Oriental Rug (4 x 6)
Wife	Bookshelves w/ doors-wooden
Wife	Paperback, Hardback Books
Husband	Small Framed Mirror
Wife	2 Metal Shelves (Wife owned prior to marriage)
Wife	Knickknacks/ Unicorns, Carousel, Horses etc.
Husband	Exercise Bike

Utility Room:

Husband	Washer/Dryer
Wife	Sewing Machine/ Cabinet, Carrycase
Husband	Iron

EXHIBIT A

Personal Property Settlement

Husband	2 Folding Director's Chairs
Husband	Laundry Rack
Wife	Metal Bookshelves
Wife	Box w/ White Wall Decor (gift to Wife)
Wife	Heater

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Hall:

Husband	China (gift marriage)
Husband	Teapot
Wife	Baker's Rack/metal & RN Nursing Magazines in box
Husband	Misc. Dishes, Accessories
Wife	Cookbooks, Atlas, HS Annuals (Wife owned Annuals prior to marriage)

Kitchen:

Husband	Drop leaf Metal Table, 2 Chairs
Husband	Microwave
Husband	Metal Stand
Husband	Refrigerator
Husband	Stove
Husband	Cookware, Stovetop Grill
Husband	Dishes, Storage Containers
Husband	Blender
Wife	Mixer
Wife	Slowcooker
Husband	Coffee Pot
Husband	Toaster Oven
Husband	Telephone/ 25ft Cord
Husband	Space Heater (2)
Wife	Refrigerator Magnet Shaped Like a Row of Houses

Bath:

Husband	Corner Shelf
Husband	Spacesaver/ cabinet
Wife	Toilet Paper Doll
Wife	Flower Arrangement
Husband	Space Heater (radiator)

Shed & Porch/ Outside:

Wife	Small Oval coffee Table
Husband	Lawn Mower
Husband	Grill
Wife	Swing with Frame
Husband	Christmas Tree, 3 Cans Decor for Tree & House
Wife	House Decor/ Halloween Ceramic Witch
Husband	Exercise Equipment
Husband	2 bicycles

Bedroom:

Husband	Convertible Crib/ extension Frame & Mattress
Husband	Antique Full Size Bed, Dresser W/ Mirror, 5 Drawer Chest
Husband	Wooden Armoire
Husband	Clock Radio Telephone
Husband	3 Shelf Wooden Bookcase
Husband	Set Encyclopedias
Wife	Reader's Digest Family Medical Guide (2)
Wife	Book "Diseases"
Husband	3 Framed Pictures/ flowers
Wife	Oriental Fan
Husband	Small Porcelain & Copper Covered Box
Husband	Small Ivory Box
Wife	Jewelry/ gold bracelet "Mom", 2 ruby & diamond rings (gifts from husband)
Wife	Coin Collection

Personal Property Settlement

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	Closets:
Husband	Small 13" B&W TV
Husband	Portable TV/ Radio 5" Screen
Wife	Avon products
Husband	Vacuum
Wife	Clothing - Coats, Dresses, etc.
Wife	Stereo System (Wife owned prior to marriage)
Wife	Toys for Michael
Wife	Water Pic

	Other Assets:
1/2 each	House
Husband	Husband's Bank accounts
Wife	Wife's Bank accounts
1/2 each	Amount being held in trust account at First American National Bank
Wife	Wife's IRA
Husband	Husband's IRA
Wife	Wife's Pension Plan
Husband	Husband's Taxi and business

It is further **ORDERED, ADJUDGED and DECREED** that Helen S. Rogers and Steven D. Keel shall be allowed to withdraw as attorneys of record in this case as all matters have now been concluded; and it is finally

ORDERED, ADJUDGED and DECREED that the costs of this cause shall be taxed equally to the parties, Vicki Tavana and Mehdi Tavana, for which amount execution may issue, if necessary.

ENTERED this the 25th day of Aug, 1996.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Helen S. Rogers, #7025
Steven D. Keel, #16771
Attorneys for Plaintiff/Wife
JONES & ROGERS
201 Fourth Avenue North, Suite 1550
Nashville, Tennessee 37219
(615) 256-3774

Richard E. Norman, Jr., #2661
Attorney for Defendant/Husband
CHILD AND NORMAN
4220 Nolensville Road
Nashville, Tennessee 37211
(615) 834-4300

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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 28 day of AUGUST , 19 96 , in the Case Number 95D382 between TAVANA, VICKI Plaintiff, and TAVANA, MEHDI Defendant, as same remains of record in Book 260B , Page 1118 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 NOVEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Kell
Deputy Clerk