BOOK 11213 PAGE 487

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
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RICHARD R. ROOKER, CLERK
B Murray D.C.

PRISCILLA ANNE CANNADY,

Plaintiff,

vs.

ELLIS THOMAS CANNADY,

Defendant.

No. 98D-2055

98 NOV 20 AM 8:48
REGISTER
DAVIDSON COUNTY, TN.

INDEXING & REFERENCE
05150000

FINAL DECREE

This cause came on to be heard on the 28th day of September, 1998, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, whereupon it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties.

The Court further finds that the current address of the parties is as follows: Husband - 4828 Concord Drive, Hermitage, TN 37076; Wife - 623 Rockwood Drive, Hermitage, TN 37076.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, PRISCILLA ANNE CANNADY, is granted an absolute divorce from the defendant, ELLIS THOMAS CANNADY, on the ground of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court and more particularly set out as follows, to wit:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the 10 day of July, 1998, by and between **PRISCILLA ANNE CANNADY**, hereinafter called "wife", and **ELLIS THOMAS CANNADY**, hereinafter called "husband":

W I T N E S S E T H:

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable and hereby acknowledge that a divorce action is pending under the style of Cannady v. Cannady, Docket No. 98D-2055 in the Fourth Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. Section 36-4-101;

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. There are no minor children of this marriage and none are expected.

2. The parties are the owners of certain real property located at 4828 Concord Drive, Hermitage, Davidson County, Tennessee, which is described more particularly in Exhibit A attached hereto. The parties agree that they shall remain tenants in common of said property, with the right of survivorship expressly reserved, subsequent to the Court's grant of a divorce in this matter, subject to the following provisions:

a) The Husband shall retain exclusive possession of the residence, so long as it is used as his primary residence and he personally resides in the home more than fifty percent of the time.

b) The Husband shall assume and pay any mortgage payments that come due between the date of this agreement and the

date the property is sold or otherwise disposed of, or his death, whichever first occurs. He shall hold the Wife harmless from and indemnify the Wife for any such payments falling due within this time, on both the first mortgage and home equity line of credit, as well as any other encumbrances.

c) The Husband shall keep said property in good and clean condition and shall be responsible for all repairs, maintenance, taxes and upkeep of the property during his possessory period.

d) No further encumbrances or liens shall be placed upon said property without the express written consent of the Wife form and after the date of this agreement.

e) Should the parties so desire, the property may be sold at any time by mutual agreement. In the event that the Husband no longer uses the residence as his primary residence (no longer resides there more than fifty percent of the time); or in the event of condemnation of all or any part of the property by a governmental entity, the Husband's possessory rights shall be terminated and the property shall be sold as per this Agreement.

f) In the event of a sale, either by agreement of the parties or pursuant to a triggering event described in this Agreement, the sale proceeds shall be applied first to all mortgages, liens and other encumbrances (except that any payments of said expenses falling due during the Husband's possession of the property prior to the closing date of sale, shall be deducted solely form his share of the proceeds); second to the reasonable expenses of sale, including commissions, closing costs and the like; and the balance divided between the parties, fifty-five (55%) percent to the husband and forty-five (45%) percent to the wife.

3. The Wife has recently purchased certain real property in davidson County, Tennessee in her sole and separate name. The Husband agrees that he makes no claim to said property and shall join in any waivers or disclaimers of interest in said property upon request of the Wife or any other party.

4. Each party shall keep any and all retirement, pension, profit-sharing, 401(k) or other employee benefit plans

held in his or her individual names, free and clear of the claims of the other.

5. The parties shall keep any and all personal property in his or her possession, including all automobiles, furniture and household goods, clothing and personal effects, cash and bank accounts, and such shall constitute the division of personalty in this matter. The wife shall receive the parties' gravesites at Hermitage Memorial Gardens.

6. Each shall assume any and all separate debts in his or her individual names and hold the other harmless therefrom; there are no joint debts except as to the real property which is disposed of in Paragraph 2 above. Each party shall pay his or her own attorneys fees, and the Wife shall pay the costs of this cause.

7. The Husband shall keep in force and effect the life annuity policy with Boston Life insuring his life, in its current value, naming the Wife as beneficiary thereof. The Wife shall receive sold ownership of the Boston Life Annuity insuring her life.

8. If in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending upon whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other party and if so, to that extent. The parties agree to hold one another harmless for any and all amounts determined to be due and owing to the Internal Revenue Service under this paragraph, as well as any costs reasonably incurred to defend a return or representation at any audit of any return filed jointly by the parties.

9. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes,including interest, and expenses incurred

in defending the creditor's claim, including reasonable attorney's fees.

10. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

11. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce,and it shall in no way restrict either party's rights to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

12. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of each party from all other obligations to support the other party and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by the wife and the husband, or any property that either of them may acquire in the future.

13. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

14. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness

upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

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

16. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in 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 and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

Priscilla Anne Cannady
PRISCILLA ANNE CANNADY

Ellis Thomas Cannady
ELLIS THOMAS CANNADY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named PRISCILLA ANNE CANNADY, who acknowledged that she executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 30th day of June, 1998.

NOTARY PUBLIC

My Commission Expires: 2/28/99

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named ELLIS THOMAS CANNADY, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 10th day of October, 1998.

Emma Sue Hance
NOTARY PUBLIC

My Commission Expires: ~~Sept 29,~~ 2001

EXHIBIT A - PROPERTY DESCRIPTION FOR CANNADY PROPERTY

Land in Davidson County, Tennessee, being Lot No. 540 on the Plan of Tulip Grove, Section 9, of record in Book 6475, page 135, Register's Office for said County.

Said Lot No. 540 fronts 90 feet on the easterly side of Concord Drive and extends back 159 feet on the southerly side and 159.05 feet on the northerly side to a dead line in the rear measuring 90 feet thereon.

Being the same property conveyed to Ellis Thomas Cannady and wife, Priscilla Anne Cannady, by deed from Ben Merritt and wife, Bonnie R. Merritt, d/b/a Ben Merritt Construction Co., of record in Book 5185, page 790, Register's Office for Davidson County, Tennessee. Said property being subject to restrictive covenant contained in instrument of record in Book 4846, page 924, said Register's Office; the Plan of record in Book 4675, page 135, said Register's Office, shows an owners certificate, a 30 foot minimum building setback line from Concord Drive and a 10 foot easement for public utility and drainage purposes along the rear line of said Lot; and a 5 foot utility and drainage easement along the northerly line of premises as shown on said Plan.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complaint for divorce is corrected to add the following statistical information: That the wife's length of residence at her address should read 8 months; and further, that the husband's place of birth is Nashville, Tennessee.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed to the Plaintiff as set out in the Marital Dissolution Agreement, for which execution may issue, if necessary.

ENTERED this the 27th day of October, 1998.

JUDGE

Approved for Entry:

CANNON, CANNON & COOPER, P.C.

BY: _____
GRAYSON SMITH CANNON
Attorney for Plaintiff

Mail
1000 Northchase Drive, Suite 110
P. O. Box 749
Goodlettsville, TN 37070-0749
(615) 851-1880
BPR No. 13183

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Mr. Thomas D. Steele, 211 Union Street, Suite 604, Nashville, TN 37201-1504, on this the 30 day of September, 1998.

BY: _____
GRAYSON SMITH CANNON

BOOK 11213 PAGE 496

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 27 day of OCTOBER , 19 98 , in the Case Number 98D2055 between CANNADY, PRICILLA ANNE Plaintiff, and CANNADY, ELLIS THOMAS Defendant, as same remains of record in Vol. 349 , Page 64104 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 13 day of NOVEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Jenny Campion
Deputy Clerk