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FILED

IN THE EIGHTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2008 OCT -7 PM 12:59

RICHARD R. ROOKER, CLERK

DANA MICHELLE CAGLE,
Plaintiff,

vs.

PHILLIP OVERTON CAGLE,
Defendant.

Docket No. 07D2730 D.C.

Davidson County DEEDDIV
Recvd: 11/12/08 13:56 15 p
Fees:77.00 Taxes:0.00

20081112-0112028

FINAL DECREE

This cause came to be heard on the 7th day of October 2008 before the Honorable **Carol Soloman**, Judge of the **EIGHTH Circuit** Court for **Davidson** County, Tennessee upon the Complaint for Absolute Divorce filed by **Wife**, the Answer being waived by the Defendant, **Husband**, pursuant to TennCodeAnn § 36-4-103(a)(2)], the Marital Dissolution Agreement submitted to the Court for approval, testimony of the parties in open Court, and statements of counsel, and the entire record in this matter, from all of which the Court finds as follows:

That the Marital Dissolution Agreement submitted to the Court for approval is a fair and equitable settlement of all and any property rights between the parties, and should therefore, be approved and made the order of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that pursuant to TennCodeAnn. § 36-4-101, the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences. Therefore the Wife is granted a divorce from the Husband, and both parties are hereby restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that Helen S. Rogers and the law firm of Rogers & Associates is allowed to withdraw as counsel of record for the Defendant/Husband, Phillip Overton Cagle and Mr. Cagle is allowed thirty days to obtain new counsel or be prepared to continue, pro se, if necessary and Rog ers & Associates is further relieved as surety for the costs of this cause and that Antoinette Regnier Welch is allowed to withdraw as counsel of record for the Plaintiff/Wife, Dana Michelle Cagle and Ms. Cagle is allowed thirty days to obtain new counsel or be

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prepared to continue, pro se, if necessary and Antoinette Welch is further relieved as surety for the costs of this cause and

It is further **ORDERED, ADJUDGED AND DECREED** that Helen S. Rogers and the law firm of Rogers & Associates shall have a statutory lien pursuant to the Tennessee Code Annotated Section 23-2-102 for unpaid fees of three thousand three hundred ninety five dollars and sixty-one cents ($3,395.61).

It is further **ORDERED, ADJUDGED AND DECREED** that, based upon these findings, the Marital Dissolution Agreement is hereby approved and made the order of this Court, and is in words and figures as follows:

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

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CLERK

DANA MICHELLE CAGLE, *Plaintiff/Wife,*	)	
v.	)	**NO. 07D-2730**
PHILLIP OVERTON CAGLE, *Defendant/Husband.*	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT by and between the parties, **DANA MICHELLE CAGLE** (hereinafter referred to as "Wife") and **PHILLIP OVERTON CAGLE** (hereinafter referred to as "Husband");

WHEREAS, the parties were married on September 26, 2006; and

WHEREAS, there are no minor child born of this marriage; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action has been instituted in the Eighth Circuit Court for Davidson County, Tennessee, under Docket No. 07D-2730, and the parties have no expectation of renewing their marital relationship; and

WHEREAS the parties, as a consequence of their disputes and apparent irreconcilable differences, wish to make arrangements in connection with the dissolution of their marriage and to settle all separate property, marital property, and debts growing out of the marital relationship;

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

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1. **DIVORCE.** Wife shall be granted an absolute divorce from the Husband on the grounds of irreconcilable differences and both parties shall be restored to all the rights and privileges of unmarried persons.

2. **REAL PROPERTY.** The parties jointly own real property known as 7709 Riverview Bend Drive, Nashville, Tennessee 37221, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 344 on the Final Plat of Riverwalk, Phase 3-C, as shown by plan appearing of record in Instrument No. 20050706-0077607, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being a part of the same property conveyed to The Craig Company, a Tennessee corporation, by deed from Riverwalk Development Partners Inc., a Tennessee corporation, of record in Instrument No. 20051007-0121586, Register's Office for Davidson County, Tennessee.

The parties agree that this real property shall be immediately listed for sale with a realtor or Realty Company that is a member of the Greater Nashville Association of Realtors, and with a sale price based upon the recommendation of the realtor. Until said real property is sold, Wife shall have exclusive possession of the real property and shall be solely responsible to pay the utilities, taxes, repairs, homeowners insurance, and all other expenses for the marital residence, and shall hold Husband harmless from any liability thereon regarding these expenses. The parties further agree that neither party shall incur any debt against the real property. Wife agrees to keep the house and lot in a clean and well-maintained condition while it is on the market for sale. The net sale proceeds, after payment of any and all liens against said real property, usual and customary costs of sale and realtor fees, shall be divided as follows: Husband shall receive Five Thousand dollars ($5,000), and the Wife shall receive the remaining balance of the net proceeds of the sale.

POC

In the event the marital home is not sold within one (1) year from the date of entry from the divorce, the Wife shall pay to the Husband Five Thousand Dollars ($5,000.00) and upon payment Husband shall quit claim his interest in the marital home.

3. **PERSONAL PROPERTY.** Within fifteen (15) days of the execution of this Marital Dissolution Agreement, the Husband shall come to the marital residence and/or the parties' storage unit located at Extra Space Storage, 2010 Poplar Avenue, Collierville, Tennessee 38017, and remove the personal property specified in Husband's Personal Property List, which is attached hereto as ***Exhibit 1***. All right, title and interest of Husband in and to any other household furnishings and/or personal property in the possession of Wife shall be, and is hereby divested out of Husband, and Wife is awarded those items in her possession, including any and all personal property she has possessed and/or purchased since the parties' separation. All right, title and interest of Wife in and to any household furnishings and/or personal property in the possession of Husband shall be, and is hereby divested out of Wife, and Husband is awarded those items in his possession, including any and all personal property he has possessed and/or purchased since the parties' separation EXCEPT for the 2 chairs belonging to the dining room set, and side table previously owned by Wife's grandmother. All of these said items shall be awarded to the Wife and is hereby divested out of the Husband. Husband shall return these items to the marital residence when he retrieves his personal property from the marital residence.

4. **VEHICLES.** The 2007 Toyota Tundra pick-up truck, operated by Husband, shall be awarded to him, and all right, title, and interest in said vehicle shall be, and is hereby, divested out of Wife and vested absolutely in Husband. Husband shall be responsible for the indebtedness on said vehicle owed to Citi Financial and he shall hold the Wife harmless from any further liability thereon. Husband shall assume sole and separate responsibility for and any

POC DC

and all debts, liability insurance premiums, maintenance expenses, liabilities, and other obligations relating to said vehicle and shall hold Wife harmless and indemnify her from any liability therefor.

The 2002 Porsche Boxster, operated by Husband, shall be awarded to him, and all right, title, and interest in said vehicle shall be, and is hereby, divested out of Wife and vested absolutely in Husband. Husband shall be responsible for the indebtedness on said vehicle owed to BancCorp South and he shall hold the Wife harmless from any further liability thereon. Husband shall assume sole and separate responsibility for and any and all debts, liability insurance premiums, maintenance expenses, liabilities, and other obligations relating to said vehicle and shall hold Wife harmless and indemnify her from any liability therefor.

The 2005 BMW X5, operated by Wife, shall be awarded to her, and all right, title, and interest in said vehicle shall be, and is hereby, divested out of Husband and vested absolutely in Wife. The parties hereby attest and acknowledge that said vehicle is unencumbered. Wife shall assume sole and separate responsibility for any and all debts, liability insurance premiums, maintenance expenses, liabilities, and other obligations relating to said vehicle and shall hold Husband harmless and indemnify him from any liability therefor.

5. BANK ACCOUNTS. All cash on hand, funds on deposit, and cash in demand deposit account(s) styled in the individual name of either party shall be the sole and separate property of the party in whose name each such party is styled, free and clear of any claim of the other party. The parties hereby attest and acknowledge that there are no bank accounts in their joint names.

6. RETIREMENT ACCOUNTS. The parties hereby attest and acknowledge that they do not have any retirement accounts in their names.

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7. **LIFE INSURANCE.** The parties hereby attest and acknowledge that they do not have any life insurance policies covering their lives.

8. **ALIMONY.** This is a short term marriage, and the parties have agreed that they each shall waive any and all claims or rights to any and all types of alimony from the other party, whether alimony *pendente lite*, alimony *in solido*, periodic alimony, transitional, or rehabilitative alimony.

9. **INCOME TAX.** The parties acknowledge that they have filed separate federal income tax returns for the 2007 tax year and shall not be liable for any taxes on the other spouse's income. Each of the parties shall receive any refund or pay any tax due on their respective returns and shall file separate returns for tax year 2008.

10. **MARITAL DEBT.** Each party shall pay those debts in their own separate names and hold the other party harmless from any further liability thereon. The parties agree not to incur any new debt in the name of the other party, or in the joint names of the parties and to close all joint debts.

11. **HEALTH INSURANCE.** The parties stipulate that they have complied with the terms of *Tennessee Code Annotated*, § 56-7-2365, that neither party has group health insurance providing coverage or benefits that could be continued by the other party. The parties each attest and acknowledge receipt of the notice of these facts from the other party. Such notice was written, hand-delivered and/or sent certified mail.

12. **ATTORNEY'S FEES.** Each party shall be responsible for their respective attorney's fees and have been advised to consult with separate counsel.

13. **COURT COSTS.** Husband shall pay any remaining unpaid court costs associated with the pending divorce proceedings.

14. RESTRAINING ORDERS. All restraining orders between the parties entered heretofore in this cause or otherwise will remain in effect. In addition, both parties are permanently enjoined and restrained from contacting, stalking, threatening or harassing the other party by any means directly or indirectly.

15. HUSBAND'S BUSINESS. Wife is hereby divested of all her right, title and interest in Husband's business, known as Artesian Irrigation & Landscaping and its options, contracts, equipment, assets, and/or choses in action; and all title to any such business, options, contracts, equipment, assets, and/or choses in action is vested solely in the Husband. Husband shall be solely responsible for all liabilities of said business, holding Wife harmless from any further liability thereon.

GENERAL PROVISIONS

16. The parties further agree that by executing this Marital Dissolution Agreement, they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

17. Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and not otherwise listed in this Marital Dissolution Agreement and further agrees to hold Wife harmless from any liability for such debts. Except as otherwise provided herein, Wife agrees that she shall

be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and not otherwise listed in this Marital Dissolution Agreement and further agrees to hold Husband harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the separate or joint credit of the other from and after the date of execution of this Agreement.

18. 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 such 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 any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

19. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

20. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Eighth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

21. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all

rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as 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.

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

23. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

24. Each party represents to the other and acknowledges that this 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 and with advice of counsel.

25. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

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26. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

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

28. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, only with approval of the Court, and this requirement cannot be waived by oral agreement.

29. This Agreement shall be construed under the laws of the State of Tennessee.

30. Wife shall have her former ~~maiden~~ name of Watkins ~~Morelock~~ restored.

IN WITNESS WHEREOF, the parties have set their signatures.

8·5·08
DATE

Danallichelle Cagle
DANA MICHELLE CAGLE

9·2·08
DATE

Phillip O C
PHILLIP OVERTON CAGLE

Copy

STATE OF TENNESSEE }
COUNTY OF Shelby }

Personally appeared before me, Pamela M. Gagliano, a Notary Public in and for the aforesaid State and County, **DANA MICHELLE CAGLE**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Memphis, Tennessee, this 8th day of August 2008.

Pamela M. Gagliano

Notary Public

PAMELA M. GAGLIANO
NOTARY PUBLIC
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY

MY COMMISSION EXPIRES:
November 12, 2008

My commission expires:_____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judith L. Johnson, Notary Public in and for the aforesaid State and County, **PHILLIP OVERTON CAGLE**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 2nd day of September 2008.

Judith L. Johnson

Notary Public

JUDITH L. JOHNSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires SEPT. 19, 2009

My commission expires: 9-19-09

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RICHARD R. ROOKER, CLERK

D.C.

Exhibit 1

HUSBAND'S PERSONAL PROPERTY LIST

Description	Location
Side-by-side refrigerator	Marital residence
Front-loading washer and dryer	Marital residence
Side-by-side wine cooler	Marital residence
Black lamp table	Marital residence
Slate coffee table (upstairs)	Marital residence
Daughter's white bedroom suite	Marital residence and storage locker in Memphis
Sony VCR and DVD combo unit	Marital residence
Bathroom scale	Marital residence
Outside pots (planters) (2)	Marital residence
Black x-back bar stools (3)	Marital residence
Antique buffet table	Marital residence
Daughter's horse picture	Marital residence
Silverware (from Grandmother)	Marital residence
Dishes (brought into marriage)	Marital residence
Lamps (3) (brought into marriage)	Marital residence
DVD's	Marital residence
Magnavox TV/DVD combo	Marital residence
Hard drive for my computer	Marital residence
Green chaise lounge chair	Marital residence
Wine rack	Marital residence

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It is FURTHER ORDERED, ADJUDGED AND DECREED that cost of this cause shall be taxed to the Wife, for which let execution issue if necessary.

IT IS SO ORDERED.

Entered this 7th **day of** October **2008.**

Judge

APPROVED FOR ENTRY:
Antoinette Regnier Welch Attorney at Law

Supreme Court No. 020963
501 Union Street
Suite 501
Nashville, TN 37219
615-736-7088

CERTIFICATE OF SERVICE

I hereby certify that on this the 7 day of Oct, 2008, a true and exact copy of the previous Document has been delivered, via U.S. Postal Service to the following:

Lawrence J. Kamm, No. 25950
Attorneys for Husband
Rogers & Associates
The Wind in the Willows Mansion
2205 State Street
Nashville, TN 37203

Antoinette Regnier Welch

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 07 day of OCTOBER , 2008 , in the Case Number 07D2730 between CAGLE, DANA MICHELLE Plaintiff, and CAGLE, PHILLIP OVERTON Defendant, as same remains of record in 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 07 day of NOVEMBER in the year two thousand eight and in the 232nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy ~~Clerk~~