4-1-74
90B/523

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

119-6
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PW

LORETTA JEAN (HOLT) STONE)
VS.) NO: 72034
WILLIAM EDWARD STONE, JR.)

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FINAL DECREE

OCT 15 MISC $ 10.00

This cause came on to be heard on this the 26th day of August, 1974 before the Honorable Eugene Jackson, Special Judge, upon the original complaint for an absolute divorce, default judgment and property settlement agreement signed between the parties from all of which the Court is of the opinion that defendant has been guilty of such cruel and inhuman treatment as renders further cohabitation unsafe and improper for her to cohabitate with him or to be under his dominion and control;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be and the same are hereby perpetually dissolved and the plaintiff is restored to all of the rights and privileges of an unmarried person.

IT IS, FURTHERED, ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement signed between the parties and dated April 30, 1974, be and the same is hereby approved and incorporated as a part of this final decree with all three pages being attached herewith as Exhibit A and with the exception that the child support payments in the amount of $55.00 per week as provided in the property settlement agreement shall be payable through the Clerk's office in the same amount plus a Clerk's commission of 5% in the amount of $2.75 and totaling $57.75.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.

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IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the defendant be and is hereby enjoined permanently from threatening, harassing or coming around the plaintiff for the purposes of harming or harassing her in any manner.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the defendant be required to pay the sum of $350.00 as attorney's fees to Joe M. Haynes for his services rendered and further pay the costs of this cause and for all of which execution may issue, if necessary.

T. Eugene Jackson
JUDGE
Sp. Judge

APPROVED FOR ENTRY:

HAYNES, SMITH & LENAHAN

BY: Joe M. Haynes
Joe M. Haynes
1601 1/2 Buchanan Street
Nashville, Tennessee 37208

cc: William Edward Stone, Jr.
67 Whitsett Road
Nashville, Tennessee 37208

FILED
Oct 16 2 13 PM '74
IDENTIF. REFERENCE

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72034 90B/533

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct transcript~~ One Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Carolyn Jean Stone *Plaintiff, and* William Edward Stone, Jr. *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 15th *day of* October *in the year one thousand nine hundred and* Seventy Four *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

2762

BOOK 1859 PAGE 977

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

LORETTA JEAN (HOLT) STONE	)	
PLAINTIFF	)	
VS.	)	NO: 72034
WILLIAM EDWARD STONE, SR.	)	
DEFENDANT	)	

PROPERTY SETTLEMENT AGREEMENT

This agreement made this 30th day of April, 1974, by and between LORETTA JEAN (HOLT) STONE, hereinafter called plaintiff, and WILLIAM EDWARD STONE, SR., hereinafter called defendant:

W I T N E S S E T H :

WHEREAS, there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, Case No. 72034 wherein plaintiff is seeking an absolute divorce from the defendant and the parties are desirous of settling certain issues and controversies in said cause relating to child custody, child support and division of property;

NOW, THEREFORE, for the consideration of One ($1.00) Dollar, cash in hand paid, and other good and valuable considerations, and the mutual agreement by and between the parties, the receipt and sufficiency of all of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. The parties own a house located at 67 Whitsett Road, Nashville, Davidson County, Tennessee. Whereupon said property is mortgaged, and where the plaintiff is desirous of assuming this obligation and will agree to hold the defendant harmless for any payments on the mortgage, and where plaintiff agrees to pay to defendant the sum of $2,500 from the proceeds of the sale whenever said property is sold; and, thereupon, defendant agrees to

convey and does hereby transfer to her all of his rights, title and interest in and to said land subject to his aforementioned $2,500 lien on the sale of the property and the same is divested from him and is hereby vested in the plaintiff. Said land is more specifically described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 6 on the Plan of Bryant Heights, First Addition, of record in Book 2330, Page 67, Register's Office for said County.
>
> Said Lot No. 6 fronts 128.0 feet on the southerly side of Whitsett Lane and extends back between lines 365.2 feet on the westerly side and 384.7 feet on the easterly side to a dead line in the rear on which it measures 23.5 feet.
>
> Being the same property conveyed to William E. Stone et ux, by deed from Bobby Gean Bradberry and wife, Velma Bradberry, as of record in Book 4421, Page 366, RODC.

2. Plaintiff is to have the care, custody, and control of the parties' minor children, William Edward, Jr. and Jeffery Bryant, with leave granted to the defendant to visit said children at reasonable times and places.

3. Defendant is to pay the plaintiff as child support the sum of $55.00 per week to be used for the support and maintenance of the minor children of the parties.

4. Plaintiff is to receive all rights, title and interest in and to the furniture and appliances accumulated by the parties.

5. Plaintiff is to receive all rights, title and interest in and to the 1972 Volkswagen automobile bearing Mfg. I.D. No. 1127yc594 and presently registered in defendant's name.

6. The parties agree to pay the family debts as they fall due as follows: two-thirds (2/3) to be paid by defendant and one-third (1/3) to be paid by plaintiff.

7. Defendant is to designate as primary beneficiaries of the insurance policies on his life (face value - $40,000) the parties' children, William Edward, Jr. and Jeffery Bryant. and furnish proof of the same by causing the insurance companies to provide an annual certificate of renewal.

8. Defendant is to provide hospitalization insurance to cover the parties' children. Said insurance is to include the maximum benefits available through his employer.

9. Defendant agrees to pay $ 350.00 as attorney's fees.

The parties acknowledge and agree that this agreement is fair and reasonable under the circumstances and that this agreement shall be exhibited to the Court at any final hearing of this cause and that the provisions herein may be incorporated in the final decree of the court.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the date first above written.

Witness

Loretta Jean (Holt) Stone

Witness

William Edward Stone, Sr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, H. D. Haile, a Notary Public in and for said County and State, the within named Loretta Jean (Holt) Stone and William Edward Stone, Sr., the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 30 day of Oct., 1974.

Notary Public

Commission Expires: 10-23-74