10-30-75
134A/197

JOHN ROBERT OLSON	)	IN THE FIRST CIRCUIT COURT
	)	
VS	)	DAVIDSON COUNTY, TENNESSEE
	)	
NEWELL BRYAN OLSON	)	NUMBER 77639

BOOK 4939 PAGE 622

131-9
3 pw

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 29th day of October, 1975, before the Honorable William Rutherford, Judge, First Circuit Court of Davidson County, Tennessee, upon the cross bill for absolute divorce filed by the defendant and upon the answer of the plaintiff and it appearing to the Court from the statement of counsel that the case would be heard on an uncontested basis and upon the property settlement agreement submitted to the Court, and upon the testimony in open Court of the defendant and of her corroborating proof,

MISC * 12.00 * 12.00

From all of which it appears to the Court that the allegations of the cross bill are sustained by the proof and that the plaintiff, John Robert Olson, has been guilty of such cruel and inhuman treatment or conduct towards defendant, Newell Bryan Olson, as renders cohabitation unsafe and improper.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that an absolute divorce be and the same is hereby awarded to the defendant, Newell Bryan Olson, and she is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant are hereby dissolved.

It further appearing to the Court that the parties have entered into a property settlement agreement, which property settlement agreement was submitted to the Court for approval and the Court does find that said property settlement agreement is right and proper, said property settlement agreement is hereby approved and each and every provision of the property settlement agreement is hereby made the decree of the Court and the property settlement agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS Newell Bryan Olson, hereinafter called wife and John Robert Olson, hereinafter called husband are married and are without any minor children and are experiencing marital difficulties, and,

WHEREAS, there is pending in the First Circuit Court of Davidson County, Tennessee a divorce action between wife and husband being number 77639, and,

WHEREAS, it is the desire of wife and husband to enter into this property settlement agreement, subject to the approval of the Court, which property settlement agreement upon approval by the Court shall be incorporated in full in any decree which shall be entered by the Court.

NOW THEREFORE, it is agreed between wife and husband as follows:

1. Real Property: Wife shall receive as her sole and separate property, free and clear of any claim from husband the real estate and homeplace of the parties which is located at 1613 Harding Place, Nashville, Davidson County, Tennessee. Said homeplace is subject to an indebtedness of $15,571.91 as of August 21, 1975, which indebtedness is owing to Prudential Insurance Company. The parties warrant and this agreement is based on the fact that there is no other indebtedness owing against said real estate. The final decree will divest all right, title and interest of husband in wife.

2. Household Goods: The parties have divided the household furniture, furnishings and effects and each will retain the items as per their agreed upon division. Husband agrees to remove the organ from the home at 1613 Harding Place and be responsible for all costs in connection with the removal of said organ. Said organ will be removed from the home within a reasonable time after the entry of the final decree.

3. Automobile: Wife shall retain her car which has no indebtedness of any kind against it and husband will transfer title to wife at the time of the signing of the final decree.

4. Insurance: Husband will name wife as irrevocable beneficiary of insurance policies in the face amount of $50,000.00. Husband will retain ownership of such policies, but husband will not borrow against same. Wife shall remain irrevocable beneficiary until her death or remarriage. Husband will pay premiums.

5. Alimony: Husband agrees to pay to wife as monthly alimony the sum of $1,500.00 per month. Such payment shall continue until the death or remarriage of wife. Such payments will be made on the first day of each and every month. It is understood that all of these payments are deductible by husband for income tax purposes as alimony and are taxable to wife as ordinary income for income tax purposes. Wife agrees to notify Husband if she remarries.

6. Attorney's Fees and Court costs: Husband agrees to pay to Charles H. Warfield within thirty days after the date of the final decree the sum of $5,000.00 as a portion of his fee for services rendered to Wife, and upon the payment of such fee to Charles H. Warfield, husband shall have no further obligation to Charles H. Warfield. Husband agrees to pay the Court costs.

7. Additional Instruments: Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to this Agreement.

8. Waiver of Rights: Other than herein provided, each of the parties waives any and all rights which he or she may have in and to the property or estate of the others.

This Agreement is not intended, nor shall it be construed to be an agreement for divorce, and either party shall have the right to appear in Court and contest any divorce proceedings.

It is understood and agreed that this agreement is intended to be a final settlement of the property rights of the respective parties and is a full discharge of Husband from all other obligations to support Wife and a discharge from all other claims arising out of their marital relations and that each hereby 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, by way of dower, curtesy, statutory allowance, homestead rights, right to take against the Will of the other, inheritance, dissent, or distribution, alimony, right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife, or any property that either of them may acquire in the future.

Wife acknowledges that the provisions in this Agreement are fair, adequate and satisfactory to her and accepts them in full and final settlement of all claims and demands for alimony and fully discharges the said Husband from all such claims and demands except as provided in this Agrement.

It is further understood and agreed by and between the parties that this property settlement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

It is agreed by and between the parties that any subsequent decree of any court amending any decree for divorce in respect to alimony payments set forth herein shall be deemed an amendment of this Agreement.

IN WITNESS WHEREOF, the said parties have read this instrument and familiarized themselves with its contents and signed and executed this instrument on this the 29 day of Oct, 1975.

WITNESS:

Charles N Watford

Newell Bryan Olson

NEWELL BRYAN OLSON

WITNESS:

Guy J Scott

John Robert Olson

JOHN ROBERT OLSON

IT IS FURTHER ORDERED that all of the right, title and interest of John Robert Olson in certain real property hereinafter described be divested out of him and be vested in Newell Bryan Olson so that Newell Bryan Olson shall own said real property in fee simple absolute and said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Seven Hills, Section III, as of record in Book 2663, page 89, Register's Office for said County, and described as follows:
> Beginning at a point in the south margin of Harding Place, at the corner of Lots Nos. 10 and 11; thence with the line between said lots, south 406.7 feet to the corner of Lots Nos. 9, 10 and 11; thence with the line between Lots Nos. 9 and 10, west 225.9 feet to a point in the east margin of Twinmont Court; thence with the margin of the same, North 375 feet to the beginning of a curve; thence around said curve, northeasterly 38.84 feet to a point in the south margin of Harding Place; thence with the margin of the same, east 175.3 feet to the point of beginning.
> Being the same real property conveyed by Warranty Deed from Haury & Smith Contractors, Inc. to John R. Olson and wife, Newell B. Olson, of record in Book 2921, page 503, Register's Office, Davidson County, Tennessee.

IT IS FURTHER ORDERED that execution may issue to enforce any provision of this decree.

APPROVED FOR ENTRY:

/s/ George E. Barrett
GEORGE E. BARRETT

/s/ Charles H. Warfield
CHARLES H. WARFIELD

/s/ William Kurtsinger
JUDGE

10-30-75

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BOOK 4959 PAGE 627

IDENTIF. REFERENCE

Nov 10 10 31 AM '75

REGISTER
DAVIDSON COUNTY, TENN.

77639 Minute Book 139A Page 197

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* John Robert Olson *Plaintiff, and* Newell Bryan Olson *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* 10th *day of* November *in the year one thousand nine hundred and* seventy-five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Linda Lowe, *D. C.*