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BOOK 5032 PAGE 857

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BILLY STEVENS	)	
	)	
VS.	)	NO. 79632
	)	
HELEN STEVENS	)	

FINAL ORDER

This cause came on to be heard the 23rd day of September, 1975, before the Honorable J. William Rutherford, Judge for the First Circuit Court of Davidson County, Tennessee, upon the original petition for absolute divorce, service personally on Helen Delores Stevens, upon the order for default judgment, and further upon the testimony of plaintiff and witnesses heard by the Court, the property settlement agreement entered into by the parties on August 14, 1975, and upon the entire record, from all of which the Court was of the opinion that the grounds of cruel and inhuman treatment had been sustained and that an absolute divorce should be granted and the custody and property settlement agreement approved.

It is therefore ORDERED, ADJUDGED AND DECREED that an absolute divorce between these parties be awarded and that therefore the bonds of matrimony heretofore subsisting between the parties be and now are perpetually dissolved, the parties being restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that pursuant to the custody and property settlement agreement, the custody and control of the minor child of the parties, Carol Denise Stevens, be awarded to Helen Delores King Stevens, with the right of reasonable visitation being reserved to Billy Lynn Stevens.

AM-8[illegible]	MISC		8*	8.00
AM-8[illegible]	MISC		8*	.40 * 8.40

It is further ORDERED, ADJUDGED AND DECREED that the custody and property settlement agreement be approved and incorporated in this final order of absolute divorce in its entirety, said custody and property settlement agreement reading as follows:

1. Husband agrees that wife shall have the full custody and control of the minor child of the parties heretofore named, and that husband shall have the right of reasonable visitation with said child, the same to be exercised by husband upon adequate and proper advance notice extended to the wife.

2. It is agreed between the parties that the house and three acres of land located on Route 1, Tinnin Road in Davidson County, Goodlettsville, Tennessee, as well as an additional adjoining 3.9 acres, all of said real estate heretofore owned by the parties as tenants by the entireties, shall hereinafter be owned by wife, as her sole and separate property and that any previous right, title and interest which husband shall have had in all of said real estate shall be divested from him.

3. It is further agreed that husband shall relinquish all right, title and interest in any of the household furniture and furnishings heretofore owned by the parties as tenants by the entireties, and that wife shall be vested with all the right, title and interest in said personal property to be her property solely. The exception to said personal property is a 1962 pick-up Chevrolet truck, tools, clothing and other personal effects which become the separate property of husband.

4. It is further agreed between the parties that all the right, title and interest in the 1967 Chevelle automobile shall become a separate property of wife.

5. It is further agreed between the parties that husband shall pay directly to the wife the sum of $200.00 per month as child support for the minor child of the parties, and that said payment shall become due and payable at or as near to the first of the month as husband receives his pay from his employment and further that said payments shall beocme effective upon the final hearing of this cause and the entering of the final decree for divorce.

6. It is further agreed between the parties that husband shall continue the minor daughter's coverage on a hospitalization policy which he has from his employment, but that upon the final decree of divorce, wife shall be excluded. It is further agreed between the parites that on matters of medicine, or other minor medical expenses for the minor child of the parties, when and if such expenses become evident, husband shall pay one-half of said expenses and wife shall pay one-half of said expenses.

7. It is further agreed between the parties that a life insurance policy on the life of husband with Business Men's Assurance Company shall continue and that wife shall assume the premium payments on said policy and that she shall be the irrevocable beneficiary of said policy of insurance.

8. It is further agreed between the parties that husband may take the minor child of the parties as a dependent on his withholding tax with his place of employment.

9. It is further agreed between the parties that husband shall assume the full amount of indebtedness on existing debts, up to the sum of $1,930.00, said debts incurred during the coverture of said parties, and that wife be held harmless from any obligations concerning said debts up to that amount of obligation.

10. It is further understood by the parties that upon entrance of the final decree of divorce in this cause, all mortgage payments on the real estate of the parties shall become the personal obligation of wife for payment.

11. It is fully understood and agreed that this instrument is not an agreement to obtain or not to obtain an absolute divorce, nor does it in any way effect the rights of the parties to prosecute any suit for divorce, or the rights of either party to defend the same, but same is solely a Custody and Property Settlement Agreement between the parties that will be submitted for approval by the court at the final, uncontested hearing of this cause, at which time husband shall proceed with his original petition for absolute divorce and submit same to the Court.

S/ Billy Lynn Stevens S/ Helen Delores King Stevens

It is further ORDERED, ADJUDGED AND DECREED therefore that pursuant to the property settlement agreement, any right, title and interest which plaintiff may heretofore have had in the real estate of the parties located at Route 1, Tinnin Road, Davidson County, Tennessee, be divested from him and vested in Helen Delores King Stevens, absolutely, the legal description of said property being as follows:

Land in the 10th Civil District, Davidson County, Tennessee, as follows:

Beginning at a point on the north margin of Tinnin Road, the same being located 50 feet westerly from the southwest corner of the property of Clarence Ashburn, as of record in book 2334 page 339, said Register's Office; thence with the north margin of said road westerly 266 feet to the southwest corner of a tract of land conveyed to John Paul Peay, of record in Book 4502 page 169, said Register's office; thence with the west line of same N 6° 30' E 536 feet to a point; thence S 88° 30' E 230 feet to a point of which is located 50 feet west of the Ashburn line as mentioned hereinabove; thence S 2° W and parallel and 50 feet from the Ashburn line 533 feet to the point of beginning, and containing 3 acres.

Being partyof the same property conveyed to John Paul Peay, by deed of record in book 4502 page 169, Register's Office, and being also part of the same property previously conveyed to Billy Stevens, by deed from John Paul Peay which is of record in Book 4669 Page 23, said Register's Office.

Costs of this cause shall be assessed and paid by the plaintiff, Billy Lynn Stevens, for all of which let execution issue, if necessary.

S/ J. William Rutherford
JUDGE
9-26-75

APPROVED FOR ENTRY:

DONALD D. HILDEBRAND
Attorney for Plaintiff

IDENTIF. REFERENCE
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DAVIDSON COUNTY, TENN.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Final Order has been forwarded to Mr. Billy Lynn Stevens, Castile Apartments, #3, Nashville, Tennessee and Mrs. Helen Delores Stevens at Route 1, Tinnin Road, Goodlettsville, Tennessee this 25 day of September, 1975.

DONALD D. HILDEBRAND

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* Billy Stevens *Plaintiff, and* Helen Stevens *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* 8th *day of* June *in the year one thousand nine hundred and* Seventy-Six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D.A. McDougal, *D. C.*

CLERK OF DAVIDSON COUNTY