IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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WANDA JEANNE DUKES STANLEY)
)
Plaintiff)
)
VS.) No. 82768
)
)
MARVIN VAN STANLEY, JR.)
)
Defendant)

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4 pw

FINAL DECREE

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This cause came on to be heard this 17th day of June, 1976, before the Honorable James Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the original Complaint of Wanda Jeanne Dukes Stanley, personal service having been obtained upon the Defendant, Marvin Van Stanley, Jr., the Order of this Court granting a default judgment for his failure to answer, plead or demur within the time prescribed by law and the placing of this matter on the uncontested docket, the testimony of Plaintiff and her witnesses in open Court, statement of counsel for Plaintiff, and the Settlement Agreement signed by both parties and their respective attorneys of record, and a review of the entire record in this cause, from all of which the Court finds that the Plaintiff did satisfactorily sustain her grounds for divorce as alleged in her Complaint, that is, that the Defendant, Marvin Van Stanley, Jr., has been guilty of such cruel and inhuman treatment towards Plaintiff as to render further cohabitation unsafe and improper for Plaintiff to remain under Defendant's dominion and control.

The Court is further of the opinion that the Settlement Agreement hereinabove referred to is in all respects approved and is incorporated into and made a part of this Decree and the Judgment of this Court.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, Wanda Jeanne Dukes Stanley, be and she is hereby granted an absolute divorce from the Defendant, Marvin Van Stanley, Jr., and the bonds of matrimony heretofore existing and subsisting between the parties are now and perpetually dissolved and Plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Settlement Agreement entered into by and between the parties is ratified and approved by the Court and is incorporated into and made a part of this Decree and the Judgment of this Court. Said Settlement Agreement is as follows:

"SETTLEMENT AGREEMENT

This Agreement made and entered into this 28th (wife signed 19th) day of May, 1976, by and between Wanda Jeanne Dukes Stanley, hereafter referred to as "WIFE" and Marvin Van Stanley, Jr., hereinafter referred to as "HUSBAND", both parties being citizens and residents of Nashville, Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, there is now pending in the Sixth Circuit Court of Davidson County, Tennessee, File No. 82768, wherein Wife is seeking an absolute divorce from Husband the parties are desirous of settling any issues which might be in controversy in said suit relating to division of property, alimony, child support and custody and visitation rights regarding the minor children of the parties; and

WHEREAS, the parties were married approximately twelve (12) years ago, and there having been born to this union two (2) minor children, namely, Vanessa Jeanne Stanley (DOB 10-19-67) and Matthew Van Stanley (DOB 5-1-70); and

WHEREAS, the parties desire to enter into this Agreement

and desire that it be incorporated as a part of any Final Decree of Divorce that may be hereinafter entered in the Sixth Circuit Court of Davidson County, Tennessee, or any other Court having appropriate jurisdiction of the parties.

NOW, THEREFORE, in consideration of the terms and covenants and provisions hereinafter set forth, Wife and Husband agree as follows:

1. Wife shall continue to have the custody and control of the parties' minor children, namely, Vanessa Jeanne Stanley and Matthew Van Stanley. Husband shall have reasonable rights of visitation with the minor children at reasonable times and places.

2. Husband shall pay to Wife the sum of Three Hundred Fifty ($350.00) Dollars per month as child support for the two (2) minor children of the parties, said support payments to take effect at the time Wife and the said minor children move into a separate residence from Husband and to remain in effect until the youngest child reaches its eighteenth (18th) birthday, dies or marries, whichever event occurs first, at which time his obligation of support as to each child shall be automatically terminated except as hereinafter provided in Paragraph 3 of this Agreement. Upon the oldest child reaching its majority, all further support payments as to the remaining child, who has not reached its majority, shall be subject to an agreement between said parties until said youngest child is eighteen (18) years of age, dies or marries, whichever event occurs first and in the absence of the parties being able to reach an agreement between themselves as to the amount of said child support that should be paid for the remaining minor child, said matter of support will be determined by the Court, based upon the financial resources and the financial needs for the remainder of said child's minority, after the obligation of support to the oldest child has terminated.

3. Husband and Wife further agree that the support payments for the minor children of the parties will be made in the manner and consistent with the terms and conditions set forth in Paragraph 2 of this Agreement. However, Husband agrees that when the obligation of support as to the oldest child of the parties, to wit: Vanessa Jeanne Stanley (DOB 10-19-67) has terminated that Husband will continue the support payments toward said child when she is in fact attending a college of her choice, it being understood that the support obligations toward said child shall not be in effect during the summer months or during any months when said child is not attending college but that upon her re-entry to college said support payments shall continue but not beyond the time under any circumstances that said child has attained twenty-two (22) years of age.

It is further understood and agreed that Husband will be under no obligation of support even if said child is attending college should she become married during this period of time between her eighteenth (18th) birthday and her attaining the age of twenty-two (22) years.

The same obligations of support as hereinabove set forth in this paragraph and Paragraph 2 of this Agreement shall apply to the youngest of the two children of the parties, to wit: Matthew Van Stanley (DOB 5-1-70). All of the provisions contained in Paragraph 2 of this Agreement are incorporated into by reference and made a part of this Paragraph.

4. As further support for the minor children of the parties Husband agrees to assume and be responsible for all medical and dental expenses for the said minor children during their minority to the extent that said expenses are not covered by hospitalization and/or medical insurance.

5. As further support Husband agrees to keep in force, at his expense, certain life insurance that he presently has on his life in the amount of One Hundred Thousand ($100,000.00) Dollars, designating the said minor children as beneficiaries of the policy

in the event of his death, until both of the minor children have reached the age or majority or until both children have completed their college education, whichever is later, but not beyond the time that the youngest child has become twenty-two (22) years of age. The principal amount of the policy may be reduced, at Husband's discretion, to Fifty Thousand ($50,000.00) Dollars when the oldest child reaches the maximum age hereinabove stated. Husband further agrees that during the time that the policy is to remain in full force and effect as hereinabove stated that he shall not in any way borrow against the policy or pledge it for any indebtedness of his own. It is further understood and agreed between the parties that when the youngest child has reached the maximum age hereinabove set forth that Husband, as the owner of said policy, shall have the right to do with the policy as he chooses, including the right to terminate said policy, change the beneficiaries, borrow against same or pledge it against any indebtedness that he may have. The aforementioned provisions of this Paragraph shall constitute the sole financial obligation that Husband has toward either of the minor children of the parties after each child has reached its eighteenth (18th) birthday, except as hereinabove provided in Paragraph 3 of this Agreement.

6. Husband and Wife agree that Husband will be solely responsible for any and all existing debts that were incurred by Husband and Wife, jointly or separately, through April 15, 1976, with the exception of certain debts of Wife which she incurred in her separate business endeavors, to wit:

A note executed by Wife in the amount of Five Thousand Five Hundred ($5,500.00) Dollars owed to Commerce Union Bank;

A note executed by Wife in the amount of One Thousand Five Hundred ($1,500.00) Dollars payable to Commerce Union Bank;

A charge account incurred by Wife at Castner-Knott Company in the amount that was owing on April 15, 1976.

Wife agrees that she will hold Husband harmless and indemnify him from the aforementioned obligations that are

outstanding for which he could be held responsible or for any debts that were incurred by Wife after April 15, 1976, and that Husband will likewise and indemnify and hold Wife harmless on any obligations incurred by him solely or jointly with Wife prior to April 15, 1976, other than as hereinabove set forth.

7. All of the household furnishings and furniture and other contents in the home of the parties located at 4070 Lake Parkway Drive, Hermitage, Davidson County, Tennessee, shall, from and after the date of any Final Decree of Divorce between the parties, be and become the sole and separate property of Wife as alimony in solido, with the exception of the following items which shall be vested in Husband as his sole and separate property, to wit:

One (1) King Sized Bed
One (1) Dresser with Double Mirrors
One (1) Chest on Chest
One (1) Night Table
One (1) Brass and Wooden Hanging Lamp
One (1) Executive Desk and Chair
One (1) Office Side Chair
One (1) Chrome and Glass Dinette Table with four matching chairs
One (1) Chrome and Glass Coffee Table
One (1) Chrome and Glass Lamp Table
One (1) Leather Recliner Chair
One (1) Black Leather Sofa
One (1) Leather Buddah Chair
Two (2) Contemporary Ceramic Lamps
One (1) Chrome Floor Lamp
Ten (10) Framed Prints
One (1) Coppertone Refrigerator

8. Husband and Wife agree that Husband is to retain, as his sole and separate property, all right, title, equity and interest in a 1975 Cadillac automobile and that Wife is to retain all right, title, equity and interest in a 1974 Ford Thunderbird automobile as her sole and separate property and that each of the parties agree to execute such documents or papers as may be necessary in order to transfer the title to said respective vehicles and to their sole and separate names as hereinabove provided within thirty (30) days of the execution of this Agreement and that from and after the time of the execution of said documents, should same be necessary, each party shall be responsible for the maintenance and upkeep and insurance premiums on the respective vehicles; in

the absence of any need to execute any documents to transfer title of said vehicles, the provision as the individual responsible for maintenance, upkeep and insurance shall take effect at the time of the execution of this Agreement.

9. Husband and Wife agree that, for Federal Income Tax purposes, Husband shall be entitled to claim as dependents the two (2) minor children, to wit: Vanessa Jeanne Stanley and Matthew Van Stanley when he files the Federal Income Tax Return in 1977 for the calendar year 1976 and each year thereafter as long as his obligations for child support are met and remain in effect.

10. Husband and Wife acknowledge that at the time of the Execution of this Agreement that they are the owners as tenants by the entirety of nine (9) separate pieces of real estate, all of which is improved property with the exception of one (10 unimproved lake-side lot; eight (8) of the aforementioned parcels of real estate are located in Davidson County, Tennessee, and one (1) improved parcel of real estate is located in Wilson County, Tennessee, said real estate being:

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(1.) Land in Davidson County, Tennessee, being Lot No. 24 on the Plan of Lake Park, Section I, as of record in Book 4175, pages 134 and 135, Register's Office for Davidson County, Tennessee, reference to which Plan is hereby made for a more complete and detailed description.

Being the same property conveyed to M. Van Stanley, Jr., and wife, Wanda J. Stanley by deed from F. Murray Parker Builders, Inc., of record in Book 4674, page 278, Register's Office for Davidson County, Tennessee.

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(2.) Land in Davidson County, Tennessee, being Lot No. 28 on the Plan of Lake Park, Section I, as of record in Book 4175, pages 134 and 135, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to M. Van Stanley, Jr., by deed from James K. Wall and wife, Sara Wall, of record in Book 4622, page 866, said Register's Office.

(3.) Being Lot No. 192 on the plan, revised, of Section 2, Hermitage Hills Subdivision, of record in Book 2900, page 112, Register's Office for Davidson County, Tennessee.

Said Lot No. 192 fronts 80 feet on the northerly margin of Bonnalynn Drive and runs back between lines measuring 143.4 feet on the westerly side and 141.5 feet on the easterly side to a dead line in the rear on which it measures 80 feet.

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Being the same property conveyed to M. Van Stanley, Jr., and wife,Wanda J. Stanley, by deed from Donald Lee Meares and wife, Barbara Jene Meares, as of record in Book 4710, page 398, Register's Office for Davidson County, Tennessee.

(4.) Being Lot No. 251 on the Plan of Hickory Bend Subdivision, Section 4, as of record in Book 4175, page 34, Register's Office in Davidson County, Tennessee.

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Beginning in the west margin of Ironwood Drive at the corner of Lots Nos. 251 and 252; thence north with the Drive 82.39 feet to a monument; thence northwesterly around a curve, 38.51 feet to a monument in the south margin of Jonesboro Drive; thence west along the Drive, 90 feet to the corner of Lots Nos. 250 and 251; thence south with the line between said lots, 109.7 feet to a monument;thence east with the line of Lots Nos. 251 and 252; 101.4 feet to the beginning.

Being the same property conveyed to M. Van Stanley, Jr., and wife, Wanda J. Stanley, by deed from Aaron C. Shelton, Jr., et ux Burma Shelton, of record in Book 4784, page 876, Register's Office for Davidson County, Tennessee.

(5.) Being Lot No. 241 on the Plan of Hermitage Estates, of record in Book 3300, pages 70 and 71, Register's Office for said County.

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Said Lot No. 241 fronts 68.2 feet on the northerly side of Gullett Drive and extends back 152 feet on the westerly line and 135 feet on the easterly line to a dead line in the rear on which it measures 115.05 feet.

Being the same property conveyed to M. Van Stanley, Jr., and wife, Wanda J. Stanley, by deed from Jesse J. Lynch and wife, Patricia D. Lynch, of record in Book 4823, page 718, Register's Office for Davidson County, Tennessee.

(6.) Being Lot No. 283 on the Plan of Hermitage Estates, Sec. II, as of record in Book 3700, page 23, Register's Office for Davidson County, Tennessee.

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Being the same property conveyed to M. Van Stanley, Jr., by deed from George A. Beals, Jr., and wife, Patricia Ann Beales, of record in Book 4911, page 929, Register's Office for Davidson County, Tennessee.

(7.) Land in Davidson County, Tennessee, being part of the easterly part of Lot No. 8 on the Plan of Subdivision of the land of Jerry Bowen, deceased, as of record in Plan Book 2, page 134, Chancery Court for said County, described as follows:

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Beginning on the southerly margin of Benson Avenue at the northwest corner of Lot No. 4 on the Map showing subdivision of Stanford-Guill property at Donelson,Tennessee, as of record in Book 843, page 42, Register's Office for said County; thence with the westerly line of said Lot No. 4 southwardly 150 feet more or less to the northeast corner of Lot No. 10 as shown on the Plan of the Subdivision of the land of Jerry Bowen, deceased, above mentioned;thence with the northerly line of said Lot No. 10, North 77 1/2 deg. west 80 feet; thence northwardly 150 feet more or less to the southerly margin of Benson Avenue; thence with said Avenue eastwardly 80 feet to the beginning.

Being the same property conveyed to M. Van Stanley, Jr., and wife, Wanda J. Stanley, by deed from John L. Dixon and wife, Linda C. Dixon, as of record in Deed Book 4754, page 38, Register's Office for Davidson County, Tennessee.

(8.) Situate and lying in the 4th Civil District of Wilson County, Tennessee, being Lot No. 4 on the Plan of Spencer Creek Lakesite Homes, Section I, a plat of which is of record in Surveyor's Book 3, page 46, of the Register's Office for said County, as re-recorded in Surveyor's Book 3, page 68, said Register's Office. Reference is expressly made to said recorded plat for a more particular detailed description of said lot.

Being the same property conveyed to M. Van Stanley, Jr., and wife, Wanda J. Stanley, by deed from Dorothy D. Scoggin, of record in Deed Book 262, page 233, Register's Office for Wilson County, Tennessee.

(9.) Land in Davidson County, Tennessee, being Lot No. 29 on the Map of the revised plan of Cliffdale Subdivision, of record in Book 974, page 49, Register's Office for said County, described as follows:

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Beginning at a point on the northeasterly margin of Cliffdale Road, at the southeast corner of Lot No. 28 on said plan; thence with the line between said lots Nos. 28 and 29, northeasterly 207 feet, continuing with the line between said lots Nos. 28 and 29, northwardly 240 feet, in all 447 feet, to the low water mark of Stones River, thence with the low water mark of said River south 44° east 65 feet to the westerly margin of a 10 foot strip; thence with the westerly margin of said strip south 16° 5' west 512 feet to the northwest margin of said Road; thence with the northeast margin of said road, with a curve northwesterly 148 feet to the beginning.

Being the same property conveyed to M. Van Stanley, Jr., and wife, Wanda J. Stanley, by deed from Grace Webb, a widow and single person, of record in Book 5017, page 348, Register's Office for Davidson County, Tennessee.

Husband and Wife further acknowledge that all of the aforementioned parcels of real estate are held as tenants by the entirety.

That it is the desire of the parties to this Agreement that a complete and equitable division of their respective interests in the aforementioned real estate be made and that interests in the aforementioned real estate be made and that in and for the mutual considerations hereinafter set forth the parties agree as follows: Wife agrees that all right, title and interest in parcels referred to above as one (1) through eight (8) shall be vested absolutely in Husband subject to any indebtedness thereon which indebtedness Husband agrees to assume and as to which indebtedness Husband agrees to hold Wife harmless. Husband agrees that all right, title and interest in Parcel No. nine (9) referred to above shall be vested absolutely in Wife subject to any indebtedness thereon which indebtedness Wife agrees to assume and as to which indebtedness Wife agrees to hold Husband harmless. As further consideration for Wife's relinquishing and agreeing to be divested of all of her right, title and interest into the parcels referred to above as one (1) through eight (8) Husband agrees to pay to Wife the sum of Twenty Thousand ($20,000.00) Dollars, payable as follows:

$5,000.00 on or before December 31, 1976, and a like sum for three additional years beginning one year from the date of the signing of this Agreement and each year thereafter until the aforementioned Twenty Thousand ($20,000.00) Dollars has been paid in full.

Husband and Wife agree that the divestiture of title in the aforementioned parcels of real estate shall be effectuated by Court Decree without the necessity of the execution of separate deeds in the pending divorce proceeding after the approval of this Agreement by the Court and the entry of a Final Decree of Divorce in which this Agreement shall be incorporated into and made a part of the Final Decree of Divorce and the judgment of the Court. However, in the event Husband desires to dispose of any of the aforementioned parcels of real estate hereinabove referred to

as parcels one (1) through eight (8) prior to the time that a Final Decree of Divorce is entered in this cause Wife agrees to join in the conveyance with Husband upon request so that said parcel or parcels of real estate can effectively be transferred prior to the entry of a Final Decree of Divorce in this cause.

11. Husband shall be responsible for the payment of all Court costs and will pay same at the earliest date possible upon being presented with a bill of costs after the entry of the Final Decree of Divorce dissolving the marriage of the parties.

12. Husband and Wife agree that from and after the time of the entry of the Final Decree of Divorce dissolving the marriage of the parties to this Agreement, the Wife shall not have any claim whatsoever on any business interest of Husband and Husband agrees that if Wife has executed at any time during the parties' marriage any instruments or obligated herself for the payment of any debt involving obligations other than those that have been set forth in this Agreement, that Husband will hold Wife harmless and indemnify her on any and all such obligations for which she is or could have become liable during the marriage of the parties.

13. Husband and Wife accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year's support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as Husband, Wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

14. Husband acknowledges that Wife's attorney, Cleave Weathers, has rendered valuable services to Wife in this cause and agrees to pay to said attorney the sum of Four Hundred ($400.00) Dollars as a reasonable attorney's fee, which sum shall constitute a judgment to be paid to Wife's attorney within thirty (30) days of the entry of a Final Decree of Divorce in this cause.

15. This Agreement may be exhibited to the Court at the final hearing of said Case No. 82768, and the provisions hereof may be incorporated to the extent appropriate, in the decree of the Court in said case.

16. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiations and preparations of this Agreement. 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.

17. Three (3) counterparts of this Agreement shall be executed, each of which shall be deemed an original and each shall have the same legal effect as any other and may be used for any purpose, but all counterparts together shall constitute one and the same instrument.

This instrument was executed in triplicate this 28th (wife signed 19th) day of May, 1976.

/s/ Cleave Weathers
Cleave Weathers
Attorney for "Wife"

/s/ Wanda June Dukes Stanley
Wanda Jean Dukes Stanley, "Wife"

/s/ Vincent E. Wehby
Vincent E. Wehby

/s/ Marvin Van Stanley, Jr.
Marvin Van Stanley, Jr., "Husband"

It is, therefore, ORDERED, ADJUDGED and DECREED that the Settlement Agreement which is hereinabove set forth, be and the same is hereby ratified and approved by the Court and made the Judgment of this Court in the same manner as if each item was separately adjudicated.

The Defendant, Marvin Van Stanley, Jr., shall pay the costs of this cause for which execution shall issue if necessary.

ENTER:

This 21st day of June, 1976.

APPROVED FOR ENTRY:

S/ Cleve Weathers
Cleve Weathers
Attorney for Plaintiff

S/ Vincent E. Wehby
Vincent E. Wehby
Attorney for Defendant

S/ Thomas H. Taylor
JUDGE

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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* Linda Jeanne Weathers Stanley *Plaintiff, and* Marvin Van Stanley, 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* 2 *day of* July *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Vera T. Todd, A, *D. C.*