11-23-76
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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

Map Parcel
142-5A.
102

DEBORAH LEE PICKETT STEPHENSON,)
)
Plaintiff,)
)
vs.) No. 83418
)
LAWRENCE CRAWFORD STEPHENSON, JR.)
)
Defendant.)

FINAL DECREE

This cause came on to be heard on the 26th day of October, 1976 before the Honorable J. William Rutherford, Judge, upon the Complaint for Divorce filed on June 14, 1976, upon appearance and testimony of the plaintiff and two witnesses in open Court, upon appearance of the defendant through his attorney and upon the whole record in this Cause, from all of which it appeared to the Court that the things and matters alleged in the Complaint are true and that the plaintiff should be granted an absolute divorce from the defendant upon the grounds of cruel and inhuman treatment, and that the parties have entered into a property settlement agreement filed with this Court setting out the parties agreement as follows:

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1. Debby shall have sole care, custody and control of the parties' minor child, JONATHAN PRENTICE STEPHENSON, subject to visitation rights of Larry as hereinafter provided.

2. Larry shall have the right to visit the child at the child's place of residence with Debby at reasonable times and intervals; and to have the child accompany him from the child's place of residence at reasonable times and for reasonable periods provided that he first acquire Debby's consent. Additionally, Larry shall have the privilege of having the child visit him at his residence and stay with him there not more often than one weekend per calendar month not to exceed forty-eight (48) hours. During such periods when the child is with Larry, Larry may take the child on short journeys as he may chose, provided that he shall not without the prior consent of Debby take the child from this state. Larry shall make prior arrangements with Debby at least three (3) days prior to the commencement thereof. The parties may freely agree to any different arrangements for visitation rights of Larry from time to time as are convenient to them and as the welfare of the child may demand.

3. Larry shall pay directly to Debby for the support, maintenance, care and education of the child the sum of $225.00 per month payable in equal installments of $112.50 due on the 1st and the 15th of each month, the first payment to become due on the 1st such payment date which occurs after the approval of this agreement by the Court. The obligation to pay support for the child shall continue

until the child reaches majority or is otherwise emancipated provided that if the child shall become enrolled as a full time student in an accredited institution of higher learning the support obligation shall continue as long as he is actively pursuing and making satisfactory progress toward any degree offerred by that institution.

In addition to the child support obligations set out heretofore, Larry agrees to pay and hold Debby harmless for any and all doctor's bills incurred for the care and treatment of the parties' minor child with the exception of those bills incurred for dental or eye care.

4. Larry hereby grants, releases and forever quit claims to Debby all right, title, interest, claim and demand whatsoever in the real property heretofore used and occupied by Larry and Debby as their family residence at 500 Plantation Court, R-2, Nashville, Davidson County, Tennessee, except as hereinafter provided: Debby assumes all outstanding indebtedness on the real property under the Deed of Trust and Deed of Trust Note and shall pay all obligations arising therefrom and shall indemnify Larry against liability therefore. In the event Debby shall sell, convey or otherwise transfer ownership of the said real property in whole or in part, she shall prior to the occurrence, transfer in trust for the benefit of the child of the parties the sum of $5,250.00 (Five Thousand Two Hundred Fifty and No/100); the income of said trust to be retained and accumulated and the principal of the trust and all accumulated income to be paid over to the child upon his attainment of his eighteenth (18th) birthday.

5. Debby shall have all right, title and interest and retain permanent possession and control of the parties' furnishings including living room, dining room, bedroom, kitchen, patio and bathroom furniture and furnishings, all of which is presently in her possession with the exception that Larry shall have the green bedroom suite, the den furniture, a black and white television set, a radio, the stereo radio console, the zebra foal print, the brass bed and his personal belongings. Further, Debby shall have all right, title and interest and retain permanent possession and control of the parties' household goods such as dishes, silverware, china, utensils and odds and ends which are presently in her possession, and the linens are to be split equally among the parties.

6. Debby agrees to pay the following bills which are presently outstanding and hold Larry harmless therefore: The Cain Sloan bill, the Caster-Knott bill and the Rich Schwartz bill. Debby further agrees to pay that portion of the Master Charge account which represents charges for framing prints. Larry agrees to pay the following bills which are outstanding and hold Debby harmless therefore: The Medi-Count bill, the Marshall Whitley bill, the Petway Revis bill and the Master Charge bill with the exception of the framing charges.

7. Larry agrees to maintain in full force and effect the following policies of insurance:

(a) Policy No. 34-940-781, issued by the New York Life Insurance Company being a policy on the life of Larry in the face amount of $25,000.00, the proceeds of said policy to be used for the support, maintenance, care and education of the parties' minor child in the event that Larry should die prior to the time that his obligation of support is terminated as provided for herein.

(b) Policy No. 35-053-899, issued by the New York Life Insurance Company in the face amount of $25,000.00, said policy being on the life of the parties' minor child, the proceeds of said policy to be payable to Debby and Larry in equal shares.

(c) Policy No. 33-807-768 issued by the New York Life Insurance Company in the face amount of $31,000.00, being a policy on the life of Larry, the proceeds of said policy to be used first to satisfy the then outstanding indebtedness on the aforementioned Deed of Trust and Deed of Trust Note on the real property, secondly to satisfy the then outstanding balance of a $5,000.00 personal obligation of Larry to his father, and the balance to be paid as Larry shall direct. In the event that Debby shall sell the real property prior to Larry's death, the provisions of this paragraph shall be considered no longer binding upon the parties.

(d) The policy of insurance on Larry's life issued by the Life & Casualty Insurance Company in the face amount of $10,000.00, the proceeds of said policy to be payable to the parties' minor child as primary beneficiary. In the event Larry's employment with the Nashville Area Chamber of Commerce is terminated for any reason other than his death, the provisions of this paragraph shall be considered no longer binding upon the parties.

8. The parties agree that all of the funds on deposit in joint checking #584-104-8 at First American National Bank, Nashville, Tennessee, shall become the sole property of Debby and the funds on deposit in the joint bank accounts nos. 978-528-0 and 01016901869 at Commerce Union Bank, Nashville, Tennessee, shall become the sole property of Larry.

9. It is agreed by the parties that any property or interest in property owned by either of the parties which is not specifically provided for herein shall not be affected in any way by this agreement. Likewise, any debt or obligation owed by either of the parties which is not specifically provided for herein shall not be affected in any way by this agreement.

10. Each party shall promptly execute and deliver to the other party or his agent or assignee all instruments that may be necessary, convenient or appropriate to carry into effect fully and fairly all the provisions of this agreement.

11. This agreement is binding upon the heirs, assignors, executor and personal representative of the parties.

The Court finds that the foregoing Property Settlement Agreement is fair and reasonable in all respects and in the best interest of the parties of their minor child and that the same should be approved as the Orders of this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff, Deborah Lee Pickett Stephenson, should be granted an absolute divorce from the defendant, Lawrence Crawford Stephenson, Jr., and that she should be restored all the rights and privileges of an unmarried person.

2. That the foregoing Property Settlement Agreement copied hereinabove should be adopted and incorporated into this Final Decree as the orders of the Court and that the parties be ordered to comply with all the terms of that agreement just as if it were copied verbatim herein.

3. That the plaintiff, Deborah Lee Pickett Stephenson, be forever inhibited, enjoined and restrained from selling, conveying, or otherwise transferring ownership of the real property described in Paragraph 4 of the Property Settlement Agreement in whole or in part without first transferring to the Clerk of this Court as Trustee the sum of $5.250.00 to be held in trust for the benefit of the child of the parties, the income of said trust to be retained and accumulated and the principal of the trust and all accumulated income to be paid over to the child upon the attainment of his eighteenth (18th) birthday.

4. That the cost of this Cause be taxed against the defendant.

5. That execution shall issue if necessary for the enforcement of the foregoing orders.

This decree to be entered as of October 26, 1976, nunc pro tunc.

s/J. William Rutherford
JUDGE 11-23-76

Approved for Entry:

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IDENTIFICATION REFERENCE

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REGISTER
DAVIDSON CO., TENN.

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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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Deborah Lee Pickett Stephenson *Plaintiff, and* Lawrence Crawford Stephenson, 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* 10th *day of* March *in the year one thousand nine hundred and* seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patsy Fragier, *D. C.*

Form #GR-117