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MAP 92-15
Par- 105 2d/

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1-6-78
144A/57

FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARTHA JEAN JOHNSON CASPARIS)
)
)
-vs-) No. 89231
)
)
ANTHONY DRAKE CASPARIS)

FINAL DECREE

This cause came on to be heard this 5th day of January, 1978, before The Honorable William J. Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee, upon the original petition for absolute divorce filed by the complainant, Martha Jean Johnson Casparis, on grounds of irreconcilable differences, upon the testimony of the complainant, Martha Jean Johnson Casparis, statement of counsel for the complainant, and a certain five-page Property Settlement Agreement with two (2) exhibits attached, and the entire record in this cause, whereupon the Court found that the complainant had proved her grounds for divorce, to-wit, irreconcilable differences, awarded her an absolute divorce, and approved the said Property Settlement Agreement in all respects and made the same a part of this final decree of divorce.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the complainant, Martha Jean Johnson Casparis, be and she is hereby, awarded an absolute divorce from the bonds of matrimony heretofore existing between her and the defendant, Anthony Drake Casparis, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the said five-page Property Settlement Agreement with Exhibits A and B executed by and between the parties on or about September 29, 1977, be and the same is hereby approved in all respects, and made a part of this final decree of divorce and copied verbatim immediately hereafter.

Filed 1-5-78

BOOK 5251 PAGE 718

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 29 day of September, 1977, by and between Martha Jean Johnson Casparis, a resident of Davidson County, Tennessee, hereinafter called "WIFE"; and Anthony Drake Casparis, also a resident of Davidson County, Tennessee, hereinafter called "HUSBAND";

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE, were married on the 10th day of April, 1953, in Rossville, Georgia, but have maintained a residence in Davidson County, Tennessee, for many years, and

WHEREAS, certain irreconcilable differences having arisen between HUSBAND and WIFE, and WIFE contemplates filing a petition for absolute divorce from HUSBAND on the grounds of irreconcilable differences; and

WHEREAS, HUSBAND and WIFE have accumulated an estate, consisting of four parcels of real estate and certain other personal property; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of their property rights, and further desire to have this Agreement and Settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That WIFE will immediately upon execution of this agreement, file a petition for absolute divorce from HUSBAND on the grounds of irreconcilable differences.

3. That all right, title and interest of HUSBAND in and to the following described real estate shall be divested out of him and vested in WIFE:

Land in Davidson County, Tennessee, being the easterly 495 feet of Lot No. 15 on the Map of Bransford Realty Company's Subdivision of a part of lot No. 1 of the James Boyd Land, as of record in Book 547, page 140, Register's Office for said county. 144-Par 21

Said part of Lot No. 15 fronts 200 feet on the westerly side of Hillsboro Road and extends back between lines 495 feet to a dead line, measuring approximately 200 feet thereon.

Being the same property conveyed to Anthony D. Casparis from William B. McNeal, Jr., and wife Barbara B. McNeal by warranty deed of record in Book 4702, page 749, Register's Office for Davidson County, Tennessee,

and WIFE will assume the mortgage indebtedness on said real estate, the present balance of which is Twenty-Nine Thousand Seven Hundred Ninety and 66/100 ($29,790.66) Dollars, the monthly payments for which are Two Hundred Eight-Nine and 18/100 ($289.18) Dollars, payable to Dobson and Johnson, Inc., 311 Plus Park Boulevard, Post Office Box 17427, Nashville, Tennessee, 37217, said payments to be paid by WIFE beginning the first month after the granting of any decree of divorce by and between HUSBAND.

4. That all right, title and interest of WIFE in and to the following described three parcels of real estate shall be divested out of WIFE and vested in HUSBAND:

MAP 92-15 PAR-105

(1) Being Lot No. 18 on the Plan of P. D. Maddin's Subdivision of certain lots of the Elliston Lands, as of record in Book 57, page 139, Register's Office for said County.

Said Lot fronts 50 feet on the east side of Louise Avenue and runs back between parallel lines, 144 feet to an alley.

Being the same property conveyed to Anthony D. Casparis and wife, Jean J. Casparis, from Cora L. Dillard and Peggy Ann Jones, by warranty deed of record in Book 4900, page 849, Register's Office of Davidson County, Tennessee.

(2) Land in Williamson County, Tennessee, located in the second Civil District of Williamson County, Tennessee. Lying and being on the waters of Leipers Creek and Carters Creek:

Beginning at a stone near two beeches on north side of branch not far from school house, thence north 40° west 31.67 chains to an oak near a spring, Mealer's corner; thence south 29 degrees west 2.50 chains to sugar tree near Mealer's corner, thence north 44 west 1 chain to stone on east edge of branch, thence south 30 1/2 west 4 chains to a stake on east side of branch, south 41 west 5.55 chains to stake in branch; thence south 2° west 23.86 chains

to a stake in road on hill; thence north 79° west 80 chains to stake in road chestnut pointer south 63 1/2 west at 8 links beech north 19 west 18 links; thence south 2° west 15.03 chains to a hickory at or near McKee's corner; thence south 87 1/2 east 23.90 chains to large poplar stump; thence north 2 east 7.90 chains to knotty hickory on north side of branch; thence south 88 east 6 chains to stake where once stood hickory; thence north 2° east 16.59 chains to the beginning, containing 107 acres more or less.

Being the same property conveyed to Anthony D. Casparis and wife, Jean J. Casparis, from C. H. Reed and wife, Lola Lorene Reed, by warranty deed of record in Book 151, page 315, Register's Office for Williamson County, Tennessee.

(3) Land in the Second Civil District of Williamson County, Tennessee, more particularly described as follows:

A tract of land bound in general by Tripp on the North and South, Caum on the East and Leipers Creek Road on the West:

Commencing at a point in the centerline of Leipers Creek Road said point being Caum's northwest corner; thence with the centerline of Leipers Creek Road with the eleven following calls S. 66 deg. 15 min. W. 186 feet; thence S. 58 deg. W. 100 feet; thence S. 52 deg. W. 100 feet; thence S. 43 deg. 45 min. W. 100 feet; thence S. 36 deg. 45 min. W. 100 feet; thence S. 32 deg. 30 min. W. 166 feet; thence S. 28 deg. 15 min. W. 700 feet; thence S. 23 deg. 15 min. W. 100 feet; thence S. 20 deg. 15 min. W. 100 feet; thence S. 17 deg. W. 100 feet; thence S. 10 deg. 50 min. W. 52 feet to the point of beginning; thence continuing with said centerline with the four following calls S. 10 deg. 50 min. W. 48 feet; thence S. 8 deg. W. 100 feet; thence S. 4 deg. W. 100 feet; thence S. 2 deg. W. 268 feet to a point in said center line; thence with a new staked line S. 82 deg. E. 1088 feet to an iron post; thence with Caum's west fence line No. 0 deg. 45 min. E. 519 feet to an iron post; thence with a new staked line N. 82 deg. W. 1046.5 feet to the point of beginning and containing 12.8 acres, more or less.

Being the same property conveyed to A. D. Casparis from Noah Tripp and wife Shirley Ruth Tripp and R. H. Riggs and wife, Ruby S. Riggs, by deed of record in Book 198, Page 62, Register's Office for Williamson County, Tennessee,

and HUSBAND hereby assumes all responsibility and liability for any and all mortgage indebtedness or any other encumbrance of any nature whatsoever on the above described three parcels of real estate, and further HUSBAND agrees to hold WIFE harmless from any responsibility or liability for any mortgage indebtedness or any other encumbrance for the payment of the same, including reasonable attorney's fees.

5. HUSBAND hereby agrees to pay directly to WIFE the sum of Three Hundred ($300) Dollars per month as necessary and reasonable alimony by check promptly each month, beginning the month in which any

final decree of divorce is granted by and between HUSBAND and WIFE and on or before the first day of each month thereafter until WIFE either remarries or dies. or 2 years pass. m.f.d.c. APR

6. That all right, title and interest in and to the personal property, furniture, furnishings, appliances and other property listed on Exhibit A to this agreement shall be divested out of HUSBAND and vested in WIFE and become her property immediately upon the granting of any final decree of divorce between HUSBAND and WIFE, and likewise, all right, title and interest of WIFE in and to the personal property, furniture, appliances and other property listed on Exhibit B to this agreement shall be divested out of WIFE and vested in HUSBAND and become his sole property immediately upon the granting of any final decree of divorce, and copies of Exhibits A and B are hereby retained in the files of the attorneys of record for HUSBAND and WIFE, but are not attached hereto.

7. All right, title and interest of WIFE in and to a certain 1976 Mazda pick-up truck and farm tractor and other farm equipment shall be divested out of WIFE and vested in HUSBAND immediately upon the granting of any final decree of divorce.

~~8.~~ That HUSBAND will ~~transfer~~ the ownership of certain insurance upon his ~~life in the~~ amount of _____ _____ Dollars to WIFE to secure this agreement, and WIFE will then pay the premiums ~~on~~ said insurance. m.f.d.c. APR

~~9. That HUSBAND agrees to pay J. L. Thompson, III, attorney of record for WIFE as his reasonable attorney's fees the sum of $500.00 Dollars immediately upon the execution of this agreement.~~ APR

IN WITNESS WHEREOF, HUSBAND and WIFE, have hereto set their hands at Nashville, Tennessee, this 29 day of September, 1977.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Martha Jean Johnson Casparis
MARTHA JEAN JOHNSON CASPARIS

SWORN TO AND SUBSCRIBED before me this 29 day of September, 1977.

Sandra L. Tellers
NOTARY PUBLIC

My commission expires: commission expires 7-27-1981

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

ANTHONY IVAKE CASPARIS

SWORN TO AND SUBSCRIBED before me this 29 day of September, 1977.

NOTARY PUBLIC

My commission expires:

7-29-1981

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for WIFE

ROBERT P. ZIEGLER
Attorney for HUSBAND

Household Furnishings

Tony Casparis

Living Room

Rugs	Small brass lamp in bookcase

Dining Room

Rug	2 Sheraton chairs
Sideboard	

Den

Green chair	2 Spy prints
Sofa	Television
"Red Sails" picture	Family crest

Tony's Bedroom

Twin beds	All twin bed linens & spreads
Chest	Mirror

Jean's Bedroom

Chest with shaving stand
One bedside table

Attic

Tilt-top table	Victorian game table

ALL CURTAINS STAY WITH HOUSE

EXHIBIT B

Household Furnishings

Jean Casparis

Living Room

Chest	Lamp on chest
Wing Chair	2 brass lamps on either side of sofa
White Chair	
Small Victorian Chair	Oriental bird picture
Gold Chain	Vienna picture
Sofa	Book rack on chest
Draped Table	all accessories
Console Table	Lamp on console table
Plant Stand	Coffee table
Books to be divided	

Dining Room

Table	Tole wine rack
4 ladder back chairs	All silver and accessories
Butler's tray table	Mirror
Small woo box	Oriental embroidered picture
Knife box	

Den

Desk	Floor lamp
Wicker chair	Lamp on desk
Coffee table	Sconces
Small table by wicker chair	Samovan lamp
Magazine rack	Small lamp with black shade
Brown leather table	Bardone lithograph
Black leather table	Vienna poster
All accessories & pillows	Bird picture

Kitchen

Glass top table & 4 chairs	Clock
Small green chair	2 chicken pictures
Wicker bookcase	All accessories on wall by table
French lithograph	Kitchen dishes, pots & pans, etc., to be divided

Tony's Bedroom

Dresser	Table by bed

Jean's Bedroom

Bed	Small Oriental rug
One table by bed	All double bed linens & spread
Jean's chest	Wicker stand
All 4 lamps	Blanket chest
Mirror over Jean's chest	Luggage rack

Hall

Chest	Accessories
Lamp on chest	

Attic

Corner bookcase	Rocking chair
Atwater Kent radio	

EXHIBIT A

The costs of this cause are hereby taxed against the defendant, Anthony Drake Casparis, for all of which execution may issue, if necessary.

ENTER this 6 day of January, 1978.

JUDGE

FEB 10 78 MISC B* 18.00 * 18.00

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Complainant

IDENTIF. REFERENCE

FEB 10 11 05 AM '78

FELIX Z. PILSON, REGISTER
DAVIDSON COUNTY, TENN.

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing final decree has been mailed this 5th day of January, 1978, to The Honorable Robert P. Ziegler, Attorney at Law, Twelfth Floor, Third National Bank Building, Nashville, Tennessee.

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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* Martha Jean Johnson Casparis *Plaintiff, and* Anthony Drake Casparis *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* 6th *day of* February *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By , D. C.