-78

358/1124

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA SANTIAGO STEVENS,
Plaintiff

VS.

JAMES RICK STEVENS,
Defendant

BOOK 5277 PAGE 313

NO. 88995

Map 148-15 Pcl. 20

FINAL JUDGMENT AND DECREE

This cause came on for hearing and trial before the Honorable Stephen North, Judge, on February 21, 1978, upon the issues of absolute divorce, child custody, child support, alimony, property settlement, attorney's fees and child support arrearage. During the trial a property settlement agreement entered into by the parties on January 19, 1978, was presented to the Court for the Court's approval. This property settlement agreement is set forth as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this the 19th day of January, 1978, by and between LINDA SANTIAGO STEVENS, hereinafter referred to as MRS. STEVENS, and JAMES RICK STEVENS, hereinafter referred to as MR. STEVENS, both of whom are residents of Davidson County, Tennessee,

W I T N E S S E T H :

WHEREAS, the parties hereto are husband and wife and they have encountered marital difficulties which are of a great and irreconcilable nature; and

WHEREAS, there is now pending an action for absolute divorce between the parties in the Courts of Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain rights between themselves and making certain provisions for the custody and support of the minor child of the parties;

NOW, THEREFORE, in consideration of the matters and things set forth above and in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

1. MR. STEVENS agrees that MRS. STEVENS will have the care, custody and control of the parties' minor child, James Rick Stevens, Jr. and MRS. STEVENS agrees that MR. STEVENS shall have reasonable visitation privileges with said minor child at reasonable times and places.

2. MR. STEVENS agrees to pay directly to MRS. STEVENS the sum of One Hundred Eighty ($180.00) Dollars per month as child support for said minor child, James Rick Stevens, Jr.

3. As further child support MR. STEVENS agrees to maintain and continue the existing or equivalent medical health and hospitalization insurance coverage now being provided for the bene-

fit of the minor child of the parties, James Rick Stevens, Jr., and to name said minor child as the primary beneficiary of all life insurance presently in force on the life of MR. STEVENS.

4. MR. and MRS. STEVENS own as tenants by the entireties their home located at 4009 Apache Trail, Antioch, Davidson County, Tennessee, said property being more particularly described in deed of record in book 5138, page 298, of the Register's Office for Davidson County, Tennessee. As part of the property settlement, MR. STEVENS agrees that on the termination of this marriage by divorce, said property will become the property of MRS. STEVENS alone in fee simple absolute and MRS. STEVENS agrees that she will be responsible for paying the mortgage note on said property.

5. As a further part of the property settlement, MR. STEVENS agrees that upon the termination of this marriage by divorce, all of the household furnishings, furniture, appliances and all other items of personal or household use or ornament presently located at the home of the parties at 4009 Apache Trail, Antioch, Davidson County, Tennessee, will become the property of MRS. STEVENS alone in fee simple absolute, provided, however, that MRS. STEVENS agrees that the following listed items belong to MR. STEVENS alone and that these items shall continue to belong to MR. STEVENS alone after the termination of this marriage by divorce: one set of golf clubs, one CB antenna, one small green camera, one fishing pole and tackle box, one Elba System, one home-made bookcase, one black desk and all items of personal clothing and jewelry belonging to MR. STEVENS.

6. As a further part of the property settlement, MR. STEVENS agrees that upon the termination of this marriage by divorce, the 1976 Ford Granada automobile shall become the property of MRS. STEVENS alone in fee simple absolute and MRS. STEVENS agrees that she will be responsible for paying the monthly payments on the promissory note on said automobile.

7. MR. STEVENS agrees to pay to MRS. STEVENS the sum of One Hundred Sixty-Six ($166.00) Dollars per month as alimony for a period of thirty months with the first payment being due on February 15, 1978, and the subsequent payments being due and payable monthly thereafter on the 15th day of each and every month.

8. As further alimony MR. STEVENS agrees to pay to MRS. STEVENS the sum of Nine Hundred Fifty ($950.00) Dollars, said sum to be paid on or before July 31, 1978.

9. As further alimony MR. STEVENS agrees to pay to MRS. STEVENS the sum of Four Hundred Fifty ($450.00) Dollars as the total fee for her attorneys of record, the law firm of Rutherford, Crockett & Guenther, said sum includes the One Hundred ($100.00) Dollars presently owed pursuant to the Order of the Court.

10. MR. STEVENS agrees to assume full responsibility for paying the remaining balances on the J. C. Penney account, the BankAmericard account, the Blazer account, and the automobile note on MR. STEVENS' automobile, and MR. STEVENS agrees to protect and forever hold MRS. STEVENS free and harmless from and indemnify MRS. STEVENS against all of these debts or claims of these debts asserted by any person or entity, including all costs and expenses connected therewith.

11. MR. STEVENS agrees to pay all of the Court costs incurred in this divorce cause.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that the parties intend that this agreement or pertinent portions thereof be incorporated in the final decree of divorce should the Court

see fit to decree a divorce between the parties and approve this property settlement, this agreement being expressly conditioned on Court approval.

Nothing herein is intended nor should it be construed as infringing upon the prerogative of the Court having jurisdiction of this case, the sole and only purpose of this agreement being the mutual desire of the parties to adjust certain rights between themselves.

NOW, IN WITNESS WHEREOF, the parties have hereto set their hands on the day and date first above written, each retaining a signed copy hereof, the receipt of which is hereby acknowledged.

RUTHERFORD, CROCKETT & GUENTHER

BY: /s/ Stephen M. Trautman
Stephen M. Trautman
Attorney for Plaintiff
WITNESS

/s/ Linda Santiago Stevens
Linda Santiago Stevens
Plaintiff

/s/ Wm. Ritchie Pigue 1-19-78
William Ritchie Pigue
Attorney for Defendant
WITNESS

/s/ James Rick Stevens 1-19-78
James Rick Stevens
Defendant

The Court, having heard the testimony of the plaintiff and her witnesses and further having heard the statements of counsel for the plaintiff and of counsel for the defendant made in open court, is of the opinion and finds that the defendant is guilty of cruel and inhuman treatment toward the plaintiff within the statutory requirements and accordingly, the plaintiff is entitled to an absolute divorce from the defendant, and further that the plaintiff should have the absolute care, custody, and control of the parties' minor child, James Rick Stevens, Jr., and that the defendant should have reasonable visitation privileges with said minor child and that the defendant should pay to the plaintiff child support for this minor child as indicated in the property settlement agreement. The Court further is of the opinion and finds that the defendant should pay to the plaintiff the alimony amounts and attorneys' fees as indicated in the property settlement agreement and that the terms of the property settlement agreement entered into by the parties on January 19, 1978, are just and equitable and accordingly that said property settlement agreement is approved by the Court and should be incorporated into the final decree in this case. The Court further is of the opinion and finds that the defendant is in arrears on child support, pendente lite, in the amount of $383.00, which sum includes the monthly payment due on February 21, 1978, and that the plaintiff should be given a judgment in that

amount against the defendant for child support.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. The plaintiff, LINDA SANTIAGO STEVENS, is granted an absolute divorce from the defendant, JAMES RICK STEVENS, on the statutory grounds of cruel and inhuman treatment and the plaintiff is restored to all the rights and privileges of an unmarried person.

2. The plaintiff is granted the absolute care, custody and control of the parties' minor child, JAMES RICK STEVENS, JR., and the defendant is granted reasonable visitation privileges with said minor child at reasonable times and places.

3. The defendant shall pay directly to the plaintiff the sum of One Hundred Eighty ($180.00) Dollars per month as child support for the minor child of the parties, JAMES RICK STEVENS, JR.,

4. As further child support, the defendant shall maintain and continue the existing or equivalent medical health and hospitalization insurance coverage now being provided for the benefit of the minor child of the parties, JAMES RICK STEVENS, JR., and the defendant shall name said minor child as the primary beneficiary of all life insurance presently in force on the life of the defendant, JAMES RICK STEVENS.

5. The defendant shall pay to the plaintiff the sum of One Hundred Sixty-Six ($166.00) Dollars per month as alimony for a period of thirty months with the first payment being due on March 15, 1978, and the subsequent payments being due and payable monthly thereafter on the 15th day of each and every month.

6. As further alimony the defendant shall pay to the plaintiff the sum of Nine Hundred Fifty ($950.00) Dollars, said sum to be paid on or before July 31, 1978.

7. As further alimony, the defendant shall pay to the plaintiff the sum of Four Hundred Fifty ($450.00) Dollars as the total fee for her attorneys of record, the law firm of Rutherford, Crockett & Guenther. The defendant has already paid the sum of Two Hundred Fifty ($250.00) Dollars toward this obligation and credit is accordingly given for this, leaving a balance to be paid by the defendant of Two Hundred ($200.00) Dollars.

8. The property settlement agreement entered into by the parties on January 19, 1978, the terms of which are set out above, is approved by the Court and the terms of said property settlement agreement are specifically made a part of this order and decree of the Court.

Accordingly, all of the right, title and interest of the defendant in and to the house, buildings and real property located at 4009 Apache Trail, Antioch, Davidson County, Tennessee, hereinafter more specifically described, is divested out of the defendant, JAMES RICK STEVENS, and vested into the plaintiff, LINDA SANTIAGO STEVENS, in fee simple absolute. This property is specifically described in Book 5138, page 298, of the Register's Office for Davidson County, Tennessee, as follows:

> Land in the Fifth Civil District of Davidson County, Tennessee, being Lot No. 6 on the Plan of Apache Hills, Section V, of record in Book 4860, page 113, Register's Office for said County.
>
> Being part of the same property conveyed to Bob Potter Company from Robert E. Potter and wife, Joyce L. Potter by deed of record in Book 5057, page 308, said Register's Office. Being the same property conveyed to James Rick Stevens and wife, Linda S. Stevens, by deed from Bob Potter Company of record in Book 5138, page 298, of the Register's Office for Davidson County, Tennessee.
>
> NOTE: Linda Santiago Stevens and Linda S. Stevens is one and the same person.

The plaintiff will be responsible for paying the monthly mortgage note on this property.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the defendant in and to all of the household furniture, furnishings, appliances and all other items of personal or household use or ornament presently located at the home of the parties at 4009 Apache Trail, Antioch, Davidson County, Tennessee, is divested out of the defendant, JAMES RICK STEVENS, and vested into the plaintiff, LINDA SANTIAGO STEVENS, in fee simple absolute, provided, however, that the following listed items belong to the defendant alone and that these items shall continue to belong to the defendant alone: one set of golf clubs, one CB antenna, one small green camera, one fishing pole and tackle box, one Elba System, one homemade bookcase, one black desk and all items of personal clothing and jewelry belonging to the defendant.

Further, as outlined in the written agreement of the parties, all of the right, title and interest of the defendant in and to the 1976 Ford Granada automobile presently being driven by the plaintiff is divested out of the defendant, JAMES RICK STEVENS, and vested into the plaintiff, LINDA SANTIAGO STEVENS, in fee simple absolute. The plaintiff will be responsible for paying the monthly payments on the promissory note on said automobile.

Further, as outlined in the written agreement of the parties, the defendant is ordered to assume full responsibility for paying the remaining balances on the J. C. Penney account, the BankAmericard account, the Blazer account, and the automobile note on the defendant's automobile, and the defendant is ordered to protect and forever hold the plaintiff free and harmless from and indemnify the plaintiff against all of these debts or claims of these debts asserted by any person or entity, including all costs and expenses connected therewith.

9. The defendant is in arrears on child support pendente lite owed to the plaintiff in the amount of Three Hundred Eighty-Three ($383.00) Dollars, and it is therefore, ORDERED, ADJUDGED AND DECREED that the Plaintiff, LINDA SANTIAGO STEVENS, shall have and recover from the defendant, JAMES RICK STEVENS, the sum of Three Hundred Eighty-Three ($383.00) Dollars as child support pendente lite arrearage, for which execution shall issue if necessary.

10. All costs of this cause are assessed against the defendant.

For all of the above, let execution issue if necessary.

Entered on this the 1 day of March, 1978.

STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

RUTHERFORD, CROCKETT & GUENTHER

BY: James W. Rutherford
JAMES W. RUTHERFORD

Attorneys for Plaintiff

Wm. Ritchie Pigue
WILLIAM RITCHIE PIGUE
Attorney for Defendant

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IDENTIF. REFERENCE

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APR 25 10 46 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

APR 25 MISC B* 14.00 * 14.00

3-3-78 # 88995 35B/1124

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 Santiago Stevens *Plaintiff, and* James Ricki 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* 25 *day of* April *in the year one thousand nine hundred and* 78 *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By H Crozier, *D. C.*

Form #GR-117