10-4-77
104A/158

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 117-4
Par 248 Is

SUE ELLEN SCHNELLER

VS. File No. 87508

ROLAND ADELBERT SCHNELLER

BOOK 5325 PAGE 650

FINAL DECREE

This cause came on to be heard on this the 23rd day of September, 1977, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the complaint of Sue Ellen Schneller, upon personal service on Roland Adelbert Schneller, and upon defendant's answer to the complaint, upon statement of counsel for complainant upon the testimony of complainant in open court and upon the entire record in this cause, from all of which the Court is of the opinion that the petition of Sue Ellen Schneller is well taken and the relief sought should be granted.

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In addition, an agreement entered on June 8, 1977, was shown to the Court, which agreement the Court hereby approves and is as follows:

> It is mutually agreed between Sue Ellen Schneller, wife and Roland Adelbert Schneller, husband, as follows:
>
> 1. Consideration for this agreement is the promises and agreements of the parties contained herein.
> 2. This agreement shall be construed and governed according to the laws of the State of Tennessee.
> 3. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
> 4. Unless otherwise stated herein, all of the provisions of this agreement shall be binding upon the parties, husband and wife, Sue Ellen Schneller and Roland Adelbert Schneller, their next of kin, and their executors, administrators, and assigns.
> 5. The residence of the parties known as 2807 Oakland Avenue, Nashville, Tennessee, owned now by the entirety, is hereby transferred and conveyed to Sue Ellen Schneller to own in fee simple and absolute at the time of a divorce being decreed between Sue Ellen Schneller and Roland Adelbert Schneller, and the residence shall be sold at the sole option of Sue Ellen Schneller at such time as she sees fit and for a fair market value; at the time of the sale of said property the net proceeds are to be divided equally between the husband and wife, except that in no case shall the amount to go to Roland Schneller or his heirs or assigns exceed ten thousand five hundred dollars

($10,500.00), and except that if the amount to be divided exceeds twenty-one thousand dollars ($21,000.00) then all of the amount over said twenty-one thousand dollars ($21,000.00) shall go to Sue Ellen Schneller; the amounts above are the agreed amounts between the parties based upon market value and mortgage indebtedness as of May 15, 1977, and the parties agree to the above division and amounts.

6. The parties agree that the chattels and personal property owned by them jointly or otherwise are already fairly and equitably divided.

7. The parties agree that the custody of the minor children of the parties, James Frederick Schneller and Erika Sue Schneller shall be in Sue Ellen Schneller with reasonable visitation rights for Roland Adelbert Schneller as agreed by the parties.

8. The parties agree that Roland Adelbert Schneller shall pay to Sue Schneller directly the amount of two hundred and thirty dollars per month due on or before the fifth of the month for the support of the parties' minor children or child as the case may be until the youngest shall reach the age of eighteen (18) years.

9. The parties agree that Roland Adelbert Schneller shall maintain in force the Mutual Benefit policy on his life in the amount of $25,000 and that the children of the parties shall have the right and shall receive the proceeds of the said policy plus any borrowings and interest on the said policy, and Roland Adelbert Schneller shall maintain in force such other group life insurance on his life as he is eligible for because of his employment and the children of the parties shall have the right and shall receive the proceeds of the group policy, and Roland Adelbert Schneller shall on the policies above list a beneficiary the children of the parties, James Frederick Schneller and Erika Sue Schneller.

Dated: May 30, 1977 Signed: s/Roland A. Schneller
Dated: June 8, 1977 Signed: s/Sue Ellen Schneller

It is, therefore, ORDERED, ADJUDGED, and DECREED that Sue Ellen Schneller be and she is hereby granted an absolute divorce from Roland Adelbert Schneller on the grounds of irreconcilable differences.

It is further ORDERED, ADJUDGED, and DECREED that custody of the parties' minor children James Frederick Schneller and Erika Sue Schneller shall be in Sue Ellen Schneller with reasonable visitation rights for Roland Adelbert Schneller as agreed by the parties.

It is further ORDERED, ADJUDGED, and DECREED that Roland Adelbert Schneller shall pay to Sue Schneller directly the amount of two hundred and thirty dollars ($230) per month due on or before the fifth of the month for the support of the parties' minor children or child as the case may be until the youngest shall reach the age of eighteen (18) years.

It is further ORDERED, ADJUDGED, and DECREED that the provisions of the above approved property and custody agreement are incorporated in this decree and made a part of it and the judgment of this Court.

It is further ORDERED, ADJUDGED, and DECREED that the cost of this cause are taxed against Roland Adelbert Schneller for which execution may issue if necessary.

Enter this 4 day of Oct, 1977.

JUDGE BENSON TRIMBLE

Approved for entry:

David Rizor

David Rizor, Attorney
812 American Trust Building
Nashville, Tennessee 37201
Telephone: 242-3910

xc: Roland Schneller
Sue Ellen Schneller

IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, 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*~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein,* True Copy *between* Sue Ellen Schneller *Plaintiff, and* Roland Adelbert Schneller *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* 16th *day of* August *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttrey, *D. C.*

Form #GR-117