Map 62-9
Par. 4

LOIS EVELYN STANLEY STEPHENS	)	IN THE PROBATE COURT
	(	
	)	
VS. APP. NO. 60491	(	FOR
	)	
	(	
JAMES GILBERT STEPHENS, ET AL	)	DAVIDSON COUNTY, TENNESSEE

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FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on Monday, April 5, 1971, before the Honorable Shelton Luton, Judge, holding the Probate Court for Davidson County, Tennessee, at Nashville, upon complainant's Original Bill for Absolute Divorce, answer thereto by the defendant, James Gilbert Stephens, testimony of the complainant and her two corroborating witnesses who appeared and were heard in open Court, statement of counsel and the entire record; and it appearing to the satisfaction of the Court that the defendant has been guilty of willful and malicious desertion or absence, without a reasonable cause, for more than one (1) whole year, and that the complainant is therefore entitled to be granted an absolute divorce from defendant; wherefore,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are hereby, forever and perpetually dissolved; that the complainant, Lois Evelyn Stanley Stephens, be, and she is hereby, awarded an absolute divorce from the defendant, James Gilbert Stephens; and that said complainant is hereby restored to all of the rights and privileges of an unmarried person.

This cause came on further to be heard upon motion of solicitor for complainant to be allowed to dismiss the original bill as to the defendant, Mrs. Mary Doris Huddleston, and said motion being proper and one which should be granted,

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED upon motion of solicitor for complainant, that the original bill be, and the same is hereby, dismissed as to the defendant, Mrs. Mary Doris Huddleston.

And it further appearing to the satisfaction of the Court that the principal parties hereto have executed an AGREEMENT in which said parties have attempted to settle and finally adjust their property rights;

said AGREEMENT being in words and figures as follows:

"AGREEMENT

This agreement made and entered into on this 2nd day of April, 1971, by and between Lois Evelyn Stanley Stephens, hereinafter referred to as the "wife" and James Gilbert Stephens, hereinafter referred to as the "husband";

W I T N E S S E T H

WHEREAS, there is now pending in the Probate Court of Davidson County, Tennessee, under Rule No. 60491, a divorce action instituted by the wife; and,

WHEREAS, it is the mutual desire of the parties to this agreement to make a permanent, complete and final adjustment of all of their property rights and interests of any kind and nature whatsoever.

NOW, THEREFORE, in consideration of the premises and other mutual covenants contained herein, the parties do mutually agree as follows:

1. The wife shall be vested with full ownership of the residence of the parties located at 3629 Brush Hill Road, in Davidson County, Tennessee, which said property is now owned jointly by said parties as tenants by the entireties, and if the wife is granted a final decree of divorce, the wife shall be awarded as alimony in solido all of the husband's right, title and interest in and to said property and the wife shall hold the husband harmless and indemnify him as to any indebtedness that may be owed upon said real estate. Said property is more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being the North 60 foot front and 31 feet rear of Lot No. 5 and the South 80 feet front and 89 feet rear of Lot No. 6 on the map showing the subdivision of Lot No. 30, Riverwood, as of record in Book 843, page 28, Register's Office for said County and described as follows:
>
> Beginning on the westerly margin of Brush Hill Road at a point 109.75 feet south of the southerly margin of Plymouth Avenue, extended; thence westwardly 275 feet to a point, 100 feet south of the southerly margin of Plymouth Avenue; thence southwardly 120 feet to a point, 31 feet south of the southwest corner of Lot No. 6; thence eastwardly 312 feet more or less northwardly, 140 feet to the beginning.
>
> Being the same property conveyed to James G. Stephens and wife, Lois Stanley Stephens, by deed from William L. Robbins, et ux, of record in book 3225, page 261, said Register's Office.

2. As further alimony in solido the husband shall be divested of any right, title and interest he may have in and to the household furnishings, fixtures and appliances located in the residence at 3629 Brush Hill Road and all of his said interest shall be vested in the wife, excepting the husband's portrait, books and other personal effects and belongings which shall remain his separate property and the wife agrees to turn same over to him upon his request, it being the husband's responsibility to take possession of said items at the wife's residence.

3. The husband shall also be divested of any right, title and interest that he may have in and to the 1969 Pontiac automobile possessed by the wife and his said interest shall be vested in the wife. The husband agrees to execute the necessary title certificate to effect ownership in her name.

4. As additional alimony in solido to the wife, the husband shall pay over to her in cash the sum of $25,000.00 which said money shall be paid in the following manner, to wit: The sum of $7,000.00 shall be paid to her on the 5th day of April, 1971, and the sum of $2,000.00 shall be paid to her each month thereafter, beginning with the month of April, 1971, for a period of nine consecutive months or a total of $18,000.00.

5. As installment alimony the husband agrees to pay over to the wife the sum of $850.00 each and every month on or before the 5th day of each and every month beginning with the month of April, 1971, and until wife's death or remarriage at which time said payments shall automatically terminate. In addition, the husband shall pay over to the wife until her death or remarriage, each three months an amount necessary for her to keep in force a hospitalization insurance policy whose quarterly premiums are currently the sum of $44.10 with the first quarterly payment to be made on April 5, 1971.

6. As additional alimony and as security against the imminent possibility of the husband's death, the husband shall keep in force a life insurance policy on his life in the amount of $50,000.00 and naming the wife sole beneficiary thereof and shall submit to the wife a certification of evidence that said insurance policy is at all times in force and effect. The husband's obligation hereunder to maintain said insurance policy shall

terminate upon the death of either of the parties or upon the wife's remarriage, and said coverage shall commence no later than April 5, 1971.

7. It is agreed by the parties hereto that the wife's solicitor of record in the pending divorce action, Mr. Tom Proctor, Jr., is entitled to a reasonable fee for services rendered to the wife in the sum of $4,000.00. It is understood and agreed that the husband shall pay $3,500.00 of said fee on or before April 5, 1971, and he shall not be responsible for any additional part of said entire fee.

8. It is understood and agreed that this is a full, final and complete settlement of the property rights and interests of the parties, including alimony in solido and alimony in futuro, made and entered into of their own free will, and other than as set forth in this agreement, the respective parties do waive and release any right of interest that they may have in any property belonging to the other party. It is further understood and agreed between the parties hereto that not withstanding any of the language used in this agreement that it is the intent of the parties that this agreement shall be binding and valid only if and when the wife obtains a valid final decree of divorce from a Court of competent jurisdiction and this agreement is approved by said Court. This agreement shall be null and void if not approved by said Court on or before April 5, 1971. This agreement shall be made a part of the final decree of divorce if the wife is granted such relief in the pending divorce proceedings.

IN WITNESS WHEREOF, the parties hereto have set their hands to this instrument the day and date first above written.

s/ Tom H. Proctor, Jr.
ATTORNEY FOR WIFE

s/ Lois Evelyn Stanley Stephens
LOIS EVELYN STANLEY STEPHENS

s/ John W. Kelley
ATTORNEY FOR HUSBAND

s/ James Gilbert Stephens
JAMES GILBERT STEPHENS"

and the Court being satisifed that said AGREEMENT is a fair and reasonable settlement of the property rights of the principal parties and should therefore be approved in its entirety,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the property settlement agreement executed by the complainant and principal defendant, said AGREEMENT being set forth hereinabove with the original thereof filed herein and made a part of the record, be, and the same is hereby, approved

M I N U T E S, JANUARY TERM, ON THE SIXTH DAY OF APRIL, 1971.

in its entirety and made the judgment of this Court as fully and completely as though each and every item therein had been separately adjudicated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest which defendant, James Gilbert Stephens has had in and to the above described real estate in Davidson County, Tennessee, located at 3629 Brush Hill Road, Nashville, Tennessee, be, and the same is hereby, divested out of him completely, and vested in complainant, Lois Evelyn Stanley Stephens, absolutely in fee simple, as her sole and separate property, and it is further ORDERED, ADJUDGED AND DECREED that the said Lois Evelyn Stanley Stephens shall be responsible for paying any outstanding indebtedness on said property, and she shall hold harmless the said James Gilbert Stephens on any pre-existing liability which he may have had in connection with an outstanding loan on said real estate.

The costs of this cause will be paid by the defendant, James Gilbert Stephens, and an execution is awarded for the collection thereof as well as for the collection of any other item herein adjudicated, if same be necessary.

6 April 1

Stella Luna
JUDGE

APPROVED FOR ENTRY:

Tom H. Proctor, Jr.
TOM H. PROCTOR, JR.,
SOLICITOR FOR LOIS EVELYN STANLEY STEPHENS

John W. Kelley Jr.
JOHN W. KELLEY, JR.,
SOLICITOR FOR JAMES GILBERT STEPHENS

ORDERED THAT THE COURT STAND ADJOURNED UNTIL WEDNESDAY APRIL 7, 1971, AT NINE O'CLOCK A. M.

Stella Luna
JUDGE

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DEC 11 78 MISC 8* 12.00 * 12.00

F.O 4 4 7 9

IDENTIF. REFERENCE

DEC 11 11 AM '78

FELIX Z. WILSON, 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* true copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Lois Evelyn Stanley Stephens *Plaintiff, and* James Gilbert Stephens, Et al *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* 11th *day of* December *in the year one thousand nine hundred and* Seventy-Eighth *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117