IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAN-5 MISC B* 12.00 * 12.00

SUSANNE MURPHEY LORING)
)
)
)
VS) NO. 92784
)
)
)
STEVEN CALVIN LORING)

IDENTIF. REFERENCE

JAN 5 2 54 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F.0.8.2.5.0.

FINAL DECREE

This cause came on to be heard on the 5th day of December, 1978, before the Honorable Joe C. Loser, Judge of the Third Circuit Court for Davidson County, Tennessee, upon Plaintiff's complaint, testimony of Plaintiff in open court, statement of counsel, and the entire record in the cause; from all of which the Court is of the opinion that such irreconcilable differences have arisen in the marriage that would prohibit the parties from living together as Husband and Wife.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That Plaintiff be and is hereby granted an absolute divorce from the Defendant; that the bonds of matrimony heretofore subsisting between the parties be, and the same are hereby perpetually dissolved; and, that the Plaintiff be, and the same is hereby restored to all the rights and privileges of an unmarried person.

2. That the Settlement Agreement heretofore executed by the parties be, and the same is hereby approved as attached hereto.

SETTLEMENT AGREEMENT

This agreement made and entered this 3rd day of July, 1978, by and between Susanne Murphey Loring, hereinafter referred to as Wife, and Steven Calvin Loring, hereinafter referred to as Husband,

WITNESSETH:

WHEREAS, Irreconcilable differences have arisen in the marital relationship of the parties and they can no longer maintain their marital relationship, and,

WHEREAS, they are desirous of entering into an agreement for full and final settlement of all of their rights including the custody, support and maintenance of the minor children of the parties as well as their real and personal property rights,

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto from this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Wife shall have exclusive custody and control of the minor children of the parties, to wit: Catherine Lea, Steven Clay, and Amy Susanne, with Husband being granted the right of visitation at all reasonable times and places.

2. Husband shall pay to Wife the sum of One Hundred ($100.00) Dollars per week, minimum, for the support and maintenanc of the minor children of the parties, said payment to commence on July 1, 1978 and shall continue thereafter until the youngest child shall reach its majority.

3. For the year 1978, Wife shall be considered to have contributed more than 50% of the support and maintenance of said minor children and shall have the right to claim said children as exemptions on her 1978 Federal Income Tax Return.

4. For the year 1979 and thereafter Husband shall be considered to have contributed more than 50% of the support and maintenance of said minor children and shall be allowed

RECORDER'S MEMO:
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to claim all of said children as exemptions on his Federal Income Tax Return, provided, however, that in the event at the conclusion of any tax year should said Husband have failed to provide the amounts due and owing pursuant to this agreement, Wife shall have the right to claim all of said children as exemptions on her Federal Income Tax Return for that year.

5. Husband shall pay to Wife on or before July 10, 1978, the sum of Two Thousand ($2,000.00) Dollars, and shall make such arrangements as may be necessary to assume the balance of Two Thousand Eight Hundred Thirty and 48/100 ($2,830.48) Dollars due and owing on a note executed by the parties at Commerce Union Bank, Nashville, Tennessee, and Husband shall hold Wife harmless from the payment of said note.

6. Husband shall maintain a life insurance policy or life insurance policies on his life in the face amount of not les than Fifty Five Thousand ($55,000.00) Dollars, with the beneficiary thereon to be Wife. Husband shall furnish to Wife proof of premium payments on said policy or policies.

7. Husband shall maintain and provide a policy of hospitalization insurance for the benefit of the minor children of the parties and shall pay the premiums thereon. A copy of said policy shall be furnished to Wife. In the event there shall be medical or dental expenses not paid for by hospitalization, Husband shall be responsible for payment of 50% thereof.

8. All right, title and interest of Husband in and to the following described real property shall and the same is hereby divested out of Husband and vested in Wife in fee:

> Land in Davidson County, Tennessee, being the northerly part of lots Nos. 10 and 11 of Block "H" or the Map of Country Club Estates, as of record in Book 843, Page 95, Register's Office for said county, described according to a survey made by Pete Mayer, Surveyor, March 1, 1946, as follows:
>
> Beginning on the northwesterly margin of Williams Ferry Road at the corner of lots Nos. 11 and 12; thence with the line between said two lots and with the line between lots Nos. 10 and 12, westwardly 179 feet to the common corner of lots Nos. 6, 7, 10 and 12; thence with the line between lots Nos. 7 and 10, southwardly 23.5 feet; thence

southeastwardly 126.5 feet to the northwesterly margin of William Ferry Road; thence with said Road, northeastwardly 127 feet to the point of beginning.

Being the same property conveyed to Steven Calvin Loring and wife, Susanne M. Loring, by deed of record in Book 4310, page 960, Register's Office for Davidson County, Tennessee.

Map 73-1
Parcel 49

9. All right, title and interest in the furniture, furnishings and appliances located in the parties residence at 2011 Riverwood Drive, Nashville, Tennessee, shall be, and the same is hereby divested out of Husband and vested in Wife in fee.

10. Husband shall be responsible for the private school tuition, books, fees, and miscellaneous expenses charged by said private school for the minor children of the parties.

11. All right, title and interest in and to a 1970 Buick owned by the parties shall be divested out of Husband and vested in Wife in fee.

12. The parties hereto agree that they understand this agreement and the provisions contained herein and that the same was executed of their own free will and accord, without any collusion between the parties, and that said agreement is not the result of any fraud, duress or undue influence exercised by either party upon the other. The parties agree that this agreement contains the full understanding between the parties, and that there are no other promises, covenants or undertakings other than those set forth hereinabove.

Executed at Nashville, Tennessee, the day and year first above written.

Susanne Murphey Loring

Steven Calvin Loring

RECORDER'S NOTICE
Legibility of writing, typing or printing in this Document unsatisfactory when received.

3. That the costs of the cause are taxed to Defendant, for which, and all of the above, execution may issue if necessary.

ENTER this _____ day of December, 1978.

/s/ Joe C. Loser, Jr.
JUDGE
12/14/78

ENTER this 14th Day of Dec., 1978

APPROVED FOR ENTRY:

S. Ralph Gordon
Attorney for Plaintiff

cc: Steven Calvin Loring
P. O. Box 10023
Pompano Beach, Fla. 33061

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named Susanne Murphey Loring and Steven Calvin Loring, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

This 3rd day of July, 1978.

Notary Public

My Commission Expires:

92784 114B/1535

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~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SUSANNE MURPHEY LORING *Plaintiff, and* STEVEN CALVIN LORING *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* 5th *day of* January *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*

Form #GR-117