4-10-79
112A/30

8221 04/25 12.00- CHECK

JANICE DIANE PETERSON FURTWENGLER) IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.)

NO. 93404

WILLIS J. FURTWENGLER)

94250.
MAP 53-13
PAR. 35

BOOK 5425 PAGE 790

FINAL DECREE

This cause came on for hearing on this the 19th day of January, 1979 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original complaint filed by the complainant, Janice Diane Peterson Furtwengler, property settlement agreement executed by the parties, with the cause proceeding to tria as an uncontested matter upon the grounds of irreconcilable differences, testimony of the complainant heard in Open Court, statement of counsel and upon the entire record herein. From all of which the Court finds as follows:

That from the testimony of the complainant, it appears the parties have marital differences which cannot be reconciled.

It is therefore ORDERED, ADJUDGED and DECREED that complainant, Janice Diane Peterson Furtwengler is hereby awarded an absolute divorce from the defendant, Willis J. Furtwengler upon the grounds of irreconcilable differences and the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the complainant is restored to all the rights and privileges of an unmarried person.

It appears the parties have entered into the following property settlement agreement:

PROPERTY SETTLEMENT
AGREEMENT

This agreement made and entered into at Nashville, Tennessee on this the 5th day of December, 1978, by and between Janice Diane Peterson Furtwengler, hereinafter called the "wife" and Willis J. Furtwengler, hereinafter called the "husband";

WITNESSETH:

That whereas the parties are man and wife and serious marital problems have arisen and the differences are such between the parties as a reconciliation is possible and desiring to settle their property rights and custody rights subject to the approval of the Court, they agree as follows:

1. The wife shall make application to the Court for a decree of divorce upon the ground of irreconcilable differences as she has heretofore filed with the Fourth Circuit Court a complaint for Absolute Divorce against the husband, alleging the same.

2. The wife shall retain custody of the minor children of the parties, to wit, Marsha Leigh, age 13, Christen Anne, age 12 and David Willis, age 9 years, with all reasonable rights of visitation awarded the husband and natural father.

3. The wife shall receive the homeplace of the parties located at 536 Nowakwa Trail, Madison, Davidson County, Tennessee to be hers absolutely and in fee simple subject to the mortgage thereon.

4. The wife shall receive the household furniture and furnishings located therein at the above listed homeplace of the parties.

5. Each party shall retain the automobile which is now in theri possession and the titles thereto will be executed to the party retaining the automobile by the other if necessary.

6. The husband will keep in effect an insurance policy upon his life in the amount of $35,000.00 with the wife, Janice Diane Peterson Furtwengler as beneficiary until the youngest child reached the age of 18 years and in this event the husband may elect to change the beneficiary or beneficiaries if he so desires.

7. The husband will pay to the wife the sum of $200.00 per month as alimony until September, 1979 or until her re-marriage, which ever occurs first.

8. The husband shall pay to the wife the sum of $800.00 per month as child support, for the support and maintenance of the three minor children, until the wife becomes employed or until January, 1980 which ever occurs first, at which time the child Support will be reduced to the sum of $700.00 per month and the husband shall continue to pay this amount until the wife is employed for six months after obtaining her bachelor's decree or until June of 1980 at which time the support will be reduced to the sum of $600.00 per month.

9. The husband shall maintain hospitalization and medical insurance upon the three minor children and all dental and medical expenses not covered by said medical insurance over $25.00 per visit per person shall be split by the parties. Excessive dental work such as braces shall be the joint oblication of the parties and each will pay one-half the costs thereof after reaching an agreement as to the costs and how the costs and how the venture is to be handled the children's best interest and welfare being kept as a priority in said matters.

10. The property owned by the parties in the State of New York shall become the sole property of the husband, subject to any mortgage thereon.

11. This agreement shall become effective the month after the granting of a final decree of divorce in this cause.

12. The wife agrees to enter an agreed order if necessary modifying a restraining order against the husband heretofore filed if deemed necessary.

13. Each party shall retain their own property such as books, clothing and jewelry free and clear of the claim of the other.

14. The parties agree to file a joint tax return for the year of 1978 however the wife shall be held harmless for any tax which may be due and this payment will be the entire responsibility of the husband.

15. The husband shall pay a reasonable fee to Muriel Robinson, Attorney for the wife in the amount of $200.00 and the cost of this cause.

16. The husband agrees and hereby contracts to pay for the tuition of the three minor children for their college which will be free or nominal if they attend a college where he is an associate or faculty member however if they elect to attend a college elsewhere, he will assist according to his means.

Both aprties understnad that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, both parties realize that the matter of support

and custody of children is retained by the Court and may be changed by Court order from time to time if a change in circumstances of either party warrants the same. However further, in the event that a divorce is not granted to either party, or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full and final and complete settlement of the property rights of the parties and the same is entered into without collusion between the parties, but solely of their own free will and accord.

/s/ Janice Diane Peterson Furtweng
WIFE

Muriel Robinson
WITNESS

/s/ Willis J. Furtwengler
HUSBAND

Ronald B. Buchanan, Attorney
WITNESS

It is therefore ORDERED, ADJUDGED and DECREED that the custody of the three minor children of the parties, to wit, Marsha Leigh Furtwengler, age 13, Christen Anne Furtwengler, age 12 and David Willis Furtwengler, age 9 years is hereby vested in the complainant, Janice Daine Peterson Furtwengler with reasonable rights of visitation awarded the husband and natural father.

It is further ORDERED, ADJUDGED and DECREED the homeplace of the parties being 536 Nowakwa Trial, Madison, Davidson County, Tennessee is hereby awarded to the complainant, Janice Daine Furtwengler to he hers absolutely and in fee simple subject to the mortgage thereon and any interest the defendant, Willis J. Furtwengler has in and to the same is hereby divested from him and reinvested in complainant. Said real property is more particularly described as follows:

Being Lot No. 1 on the resubdivision of a tract of land owned by Beverly Hopkins, said tract of land hereafter referred to as Twin Acres, of record in Book 4595,page 42, Register's Office for said County, and described according to a survey by Robert L. Sylar, Surveyor, dated May 11, 1972, as follows:

Beginning at a concrete monument on the northerly side of Nawakwa Trial; thence around a curve having a radius of 25.0 feet, a distance of 39.27 feet to a concrete monument on the easterly margin of Cherokee Trail (unimproved); thence North 23° West 814.70 feet to a concrete monument; thence North 70° East 129.19 feet to a point, common corner with Lot. No. 2; thence along the common aboundary of Lots No. 1 and 2, South 23° East 832.94 feet to a point on the northerly margin of Nawakwa Trial; thence South 67° West 104.0 feet to the point of beginning, and containing 2.48 acres, more or less

Being the same property conveyed to Willis J. Furtwengler, and wife, Janice D. Furtwengler by warranty Deed from Lloyd W. Pate and wife, Clenna Y. Pate of record in Book 4779, page 751, Register's Office, Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED the complainant is hereby awarded the household furniture and furnishings located in the homeplace to be hers absolutely in the homeplace to be hers absolutely free and clear of the claim of the defendant. It is further ORDERED and DECREED each party shall retain their respective automobiles free and clear of the claim of the other and each are hereby ordered to execute proper title to the other if necessary.

It is ORDERED and DECREED the defendant will keep in effect the life insurance policy upon his life in the amount of $35,000.00 with complainant as beneficiary until the youngest child reaches 18 years of age.

It is further ORDERED, ADJUDGED and DECREED the defendant will pay to the complainant the sum of $200.00 per month as alimony until September, 1979 or until her remarriage which ever occurs first.

It is ORDERED, ADJUDGED and DECREED the defendant will pay to the complainant the sum of $800.00 per month as child support for the support and maintenance of the three children until the complainant becomes employed or until January 1980 which ever occurs first, at which time the child support payment shall be reduced to the sum of $700.00 per month and the defendant shall continue to pay this amount until the complainant is employed for six months after obtaining her bachelor's degree or until June of 1980 at which time the child support will be reduced to the sum of $600.00 per month. It is ordered the defendant shall maintain hospitalization and medical insurance upon the three mino children and all dental and medical expenses not covered by the insuranc over $25.00 per visit per child shall be split by the parties. It is ordered excessive dental work shall be the joint oblication of the parti as specified in the agreement incorporated herein.

It is ORDERED and DECREED the real property owned by the partie in the State of New York shall become the sole property of the defendant free and clear of any claim of the complainant, shbject to any mortgage thereon. Said real property is described as follows:

> THAT PIECE OR PARCEL OF LAND situate in the Town of Trenton, County of Oneida, State of New York, and more particularly described as a portion of Lot #84 of the Holland Patent, bounded and described as follows:
>
> BEGINNING at a P.K. spike in the centerline of an existing County highway #38 (Thompson Road), at its intersection with the division line between the property of Edward J. Killian and Virginia Killian on the southwest, and the property herein described

on the northeast; said point of beginning being S 27° 40' W. 300.00 feet distant from a P.K. spike in the division line between Great Lot #73, on the northeast and Great Lot #84 on the southwest also being the division line between Earl Williams on the northeast and parties of the second part on the southwest; thence N 69° 56' W. along the first mentioned division line 400.00 feet to an iron rod on the division line between the property of parties of the first part on the southwest and the property herein described on the northeast; the last mentioned course passing through an iron rod on the northwesterly boundary of said existing highway; thence N 69° 56' W along the last mentioned division line 600.00 feet to an iron rod on the division line between the property of parties of the first part on the northwest and the property herein described on the southeast; thence N 27° 40' E along the last mentioned division line 300.00 feet to an iron rod on the division line between the property of Earl Williams on the northeast and the property herein described on the southwest; thence S 69° 56' E along the last mentioned division line 200.00 feet to an iron rod on the division line between the property of parties of the second part on the southeast and the property herein described on the northwest; thence S 27° 40' W along the last mentioned division 200.00 feet to an iron rod on the division line between the property of parties of the second part on the northeast and the property herein described on the southwest; thence S 69° 56' E along the last mentioned division line 800 feet to a spike in the centerline of said highway; the last mentioned course passing through an iron rod on the northwesterly boundary of said existing highway; thence S. 27° 40' W along said centerline 100.00 feet to the point of beginning, containing 3.186 acres, more or less.

All bearings are referred to Magnetic North as the needle pointed in 1956 A.D.

Being a portion of the premises conveyed to Willis J. Furtwengler and Janice D. Furtwengler, his wife, as tenants by the entirety, by Warrenty Deed from George H. Meeker and Betty S. Meeker, his wife, of record in Liber 1960 of Deeds at Page 215 in the Oneida County Clerk's Office.

It is further ORDERED, ADJUDGED AND DECREED that all portions of the property settlement agreement are hereby approved by the Court in all respects and is hereby made the judgment and order of this Court and all obligations of the parties to perform specified acts shall begin one month after the approved agreement. All transfer of real property hereunder are effective as of the hearing of this cause.

The defendant shall pay the cost of this cause for all of which let execution issue if necessary.

JUDGE

Enter nunc pro tunc January 19, 1979

APPROVED FOR ENTRY

Attorney for Complainant

Attorney for Defendant

IDENTIF. REFERENCE
APR 25 9 32 AM '79
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.
F. 2 5 8 I. 3

Minute Book 112 A Page 32

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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JANICE DIANE PETERSON FURTWENGLER *Plaintiff, and* WILLIS J. FURTWENGLER *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* April *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*