IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JOHN HENRY STANFILL)
Plaintiff)
VS.) NO. 94437
HELEN ELIZABETH DEY STANFILL)
Defendant

FINAL DIVORCE DECREE

This cause came on to be heard on this the 2nd day of March, 1979, before the Honorable Benson Trimble, Judge of The Fourth Circuit Court for Davidson County, Tennessee, upon the agreed order setting this cause for hearing under the Plaintiff's original complaint for absolute divorce; the answer of the Defendant admitting the existence of irreconcilable differences; the written property settlement agreement entered into by and between the parties which agreement was tendered to and approved by the Court; upon the testimony of the Plaintiff in open court; statement of counsel; and upon the entire record in this cause, from all of which, the Court is of the opinion and finds that the Plaintiff has fully sustained that irreconcilable differences exist between the parties and that an absolute divorce should be granted and the aforesaid property settlement agreement made a part of the final divorce decree. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be, and the same hereby are, forever and perpetually dissolved and the Plaintiff, John Henry Stanfill, be, and he hereby is, awarded an absolute divorce from the Defendant and that the parties are restored to all the rights and privileges of unmarried persons. It is, further,

ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into by and between the parties be, and the same hereby is, approved and in words and figures made a part of the ORDER of this Honorable Court and is incorporated into this final decree, to wit:

The parties to this action anticipate a divorce action and wish to settle their property rights. Now, based on the agreement of the parties as evidenced by their respective signatures and subject to the approval of the Court, the parties do hereby agree as follows:

1. The Plaintiff, JOHN HENRY STANFILL, brought with him to the marriage certain savings accounts which he shall retain as his after the divorce in such amount as they now exist. The Defendant, HELEN ELIZABETH DEY STANFILL, will execute whatever documents are necessary to convey full right and title on those accounts to JOHN HENRY STANFILL.

2. The Plaintiff, JOHN HENRY STANFILL, shall be divested of any interest he now has in the real estate which HELEN ELIZABETH DEY STANFILL brought with her to the marriage and he will execute whatever documents are necessary to transfer full right, title and interest in that property over to HELEN ELIZABETH DEY STANFILL. A copy of the legal description shall be attached to or incorporated in the final decree of divorce if the property settlement agreement is approved by the Court.

3. The 1976 Cadillac De Ville presently in HELEN ELIZABETH DEY STANFILL'S name shall remain in her name.

4. The Defendant, HELEN ELIZABETH DEY STANFILL, shall have as her sole and separate property, free from all claims of the Plaintiff, all the household furnishings and appliances owned by the parties, with the exception of the following: the bedroom suit which was kept in the upstairs portion of the house, the combination radio and record player which was normally kept in the livingroom, the hall tree stand which was normally kept in the Plaintiff's bedroom, the four (4) metal lawn chairs, the Gibson refrigerator-freezer which was normally kept on the back porch, the Winchester twelve guage pump shotgun, and all tools and personal belongings of the Plaintiff, JOHN HENRY STANFILL.

5. The Plaintiff, JOHN HENRY STANFILL, shall pay an attorney's fee of TWO HUNDRED FIFTY ($250.00) DOLLARS to HELEN ELIZABETH DEY STANFILL and he shall pay the cost of this action.

6. Both parties agree that HELEN ELIZABETH DEY STANFILL shall be restored to her maiden name, HELEN ELIZABETH DEY, at the time of the divorce and she shall apply for Veterans Administration benefits as early as practical. In the event that V.A. benefits are restored to HELEN ELIZABETH DEY, in an amount equal to or greater than an amount received by her before her marriage to JOHN HENRY STANFILL, the parties agree that all liability of the Plaintiff for alimony shall be fully and finally terminated. In the event that V.A. benefits are not restored fully to HELEN ELIZABETH DEY, the parties to this agreement recognize and agree that the Fourth Circuit Court for Davidson County, Tennessee, shall retain continuing jurisdiction to enter any monthly award of alimony that it may deem equitable from JOHN HENRY STANFILL, as necessary to restore the V.A. benefits to HELEN ELIZABETH DEY.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 8th day of January, 1979.

John Henry Stanfill
JOHN HENRY STANFILL

WILLIAM E. HIGGINS,
Attorney for Plaintiff

Helen Elizabeth Dey Stanfill
HELEN ELIZABETH DEY STANFILL

BILL HODDE,
Attorney for Defendant

It is, further, ORDERED, ADJUDGED AND DECREED that all right, title and interest of the Plaintiff in and to the following described realty be divested out of him and vested in the Defendant, Helen Elizabeth Dey Stanfill, as her sole and separate property, but subject to a lien for $262.66 claimed by her attorney, Bill Hodde, as and for a reasonable fee for services he has rendered to Defendant in this cause and which fee remains unpaid, said realty being located in Davidson County, Tennessee, and described more particularly as follows, to wit:

TRACT I: Being Lot No. 367 on the Map of Richland Realty Co's Division "C" of record in Book 421, page 31, Register's Office for said County.

Said Lot No. 367 fronts 60 feet on the northerly side of Cambridge Avenue and runs back between lines, 424 feet on the westerly line and 452.7 feet on the easterly line to the south margin of a 15 foot alley on which it measures 66.3 feet.

Being the same property conveyed to John H. Stanfill and wife, Helen E. Dey Stanfill by deed from Richard D. Taylor, Trustee, as of record in Book 5018, page 163, Register's OFfice for said County.

TRACT II: Being the northerly part of Lot No. 368 on the Map of the Richland Realty Company's Division "C" as of record in Book 421, page 31, Register's Office for Davidson County, Tennessee, described as follows:

Beginning in the easterly line of said Lot No. 368, being in the westerly margin of an alley at a point 252.7 feet northerly from the northerly margin of Cambridge Avenue; thence with the westerly margin of said alley northerly 220.3 feet to the southerly margin of another alley, the northeast corner of said lot; thence with the southerly margin of said alley westerly 48.2 feet to the corner of lots 367 and 368, thence southerly with the line between said two lots 200 feet; thence easterly parallel with Cambridge Avenue to the beginning.

Being the same property conveyed to John H. Stanfill and wife Helen E. Stanfill by deed from Michael J. Philbin as of record in Book 5032, page 366, said Register's Office.

It is, further, ORDERED that the Plaintiff, John Henry Stanfill, pay the costs of this cause, for which execution may issue, if necessary.

ENTER this 9TH day of March, 1979.

JUDGE

APPROVED FOR ENTRY:

Solicitor for Plaintiff

Solicitor for Defendant

F 33841

Map No. 103-8
Parcel 177

IDENTIF. REFERENCE

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JUN 11 11 25 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail warn - Hadda Hadda, Cally
1994 Stadium Rd. N.
Madison, Tenn

No. 94127 Minute Book 111B, Page 1150

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* John Henry Stanfill *Plaintiff, and* Helen Elizabeth Day Stanfill *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* June *in the year one thousand nine hundred and* Seventy nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Cindy Greenwood, *D. C.*

Form #GR-117