11-8-79
114B/1183

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MARTHA CORRINNE McCANLESS STANLEY,	)	BOOK 5553 PAGE 264
Plaintiff	)	
V.	)	No. 97095
CHARLES UNDERWOOD STANLEY,	)	
Defendant	)	

FINAL DECREE

This cause came on to be heard November 5, 1979 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the original bill of the plaintiff, the property settlement agreement of the parties introduced to the court, testimony of the plaintiff, and the entire record in this cuase from all of which the Court was of the opinion that the allegations of the original bill as amended were fully sustained, that is that irreconcilable differences exist between the parties which make reconcilation impossible.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be, and she is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties is hereby approved and ordered copied into this final decree verbatim.

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of November, 1979, by and between MARTHA CORRINNE McCANLESS STANLEY, hereinafter referred to as "wife" and CHARLES UNDERWOOD STANLEY,

hereinafter referred to as "husband."

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife and there is now pending a suit for divorce between them, as referenced above; and,

WHEREAS, irreconcilable differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife; and,

WHEREAS, it is the desire of the parties to enter into a written agreement for the equitable settlement of the property rights between the parties, it being understood by and between the parties that by entry into this agreement they are posturing their divorce litigation in such a way as to afford the Court an opportunity to grant a divorce to them on the ground of irreconcilable differences, that being the desire of both parties. Both parties agree that this agreement shall be incorporated into the final decree in this divorce action if and when it is approved and the decree is entered by the Court.

NOW THEREFORE, for and in consideration of the mutual covenants and promises made between the parties, it is agreed as follows:

1. Husband will move out all his belongings in the home of the parties by Sunday, November 11, 1979 while wife is present and the following items Husband shall receive as his sole property: black leather recliner chair, brown vinyl love seat, twin beds, chest, black and white table, lamp and linens for twin beds, towels, weatherly 22 rifle and clip, .38 colt revolver, gas grill, brother's picture, cabinet color television set, clothes and personal items, alarm clock, army discharge, birth certificate, radio, tools, coleman stove and lantern, fishing tackle, wrought iron glass top table and four chairs, pots, pans, dishes, silverware sufficient for two people.

2. Husband agrees to execute a deed conveying all right, title and interest he has in the property located at 3101 Boulder Park Drive, Nashville, Davidson County, Tennessee to wife, together with the remaining items of furniture and furnishings not set out above.

3. Husband and wife own two cemetery lots. Wife agrees to convey all right, title and interest she has in one lot to Husband and husband agrees to convey all right, title and interest he has in one lot to wife.

4. Husband agrees to pay $500 which is one-half of the house payments wife made, as set out in the pendente lite order, at the rate of $100 per month, beginning November 5, 1979, and each and every month thereafter until said $500 is paid in full.

5. Husband agrees to pay Anna Wiggs Four Thousand Seven Hundred Eighty-Five Dollars ($4,785) which was borrowed by wife. He agrees to sign a note for this amount and make payments at the rate of One Hundred Fifty Dollars ($150) per month, beginning December 3, 1979, and each and every month thereafter until said note is paid in full, said note to bear no interest.

6. Husband and wife each agree to pay the balance of their own attorney's fee.

7. Wife shall receive the brown poodle and the black pom pom dogs.

8. Husband agrees to pay the following bills presently owing:

Dr. Stanley Bodner	$100.00
Donelson Hospital	620.13
Emergency Medical Associates	11.25
Hill Radiology	104.72
Cain Sloan	401.11
Metro Ambulance	7.50

These bills represent the sum total of husband's obligations under this agreement and husband shall not be liable for any other bills made by the wife.

9. Husband and wife each agree to pay one-half of the court costs of this cause.

10. The parties hereto affirmatively state that this agreement is entered into voluntarily and without any undue influence or misrepresentation. The provisions of this agreement and their effect are fully known by each of the parties and each of the parties acknowledge that this agreement is fair and equitable.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

/s/ Martha C. Stanley
WIFE

/s/ Charles Stanley"
HUSBAND

The property mentioned in paragraph no. two of the property settlement agreement is as follows:

> LAND in Davidson County, Tennessee being Lot No. 49 on the plan of Hickory Bend, Section Three, as of Record in Book 3600, page 42, Register's Office for said County, to which Plan reference is herein made for a more complete description of metes and bounds.
>
> Being the same property conveyed to Charles U. Stanley and wife, Martha M. Stanley by deed from Peggy K. Hooper, of record in Book , page , Register's Office for Davidson County, Tennessee.

The cemetery lot is lot no. 213, graves 3 & 4 of Garden of Ruth, Woodlawn Memorial Park of Nashville, Inc., the plaintiff is awarded grave 3, and the defendant is awarded grave no. 4.

The costs are divided equally between the parties and execution may issue if necessary.

ENTER this 8 day of November, 1979.

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APPROVED FOR ENTRY:

HOWARD F. BUTLER, Attorney for plaintiff

cc: Mr. Dan Garfinkle
2112 One Commerce Place
Nashville, TN 37219



IDENTIF. REFERENCE

JAN 9 2 52 PM '80

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

F 71495

Minute Book 114 B Page 1183

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* MARTHA CORRINNE McCANLESS STANLEY *Plaintiff, and* CHARLES UNDERWOOD STANLEY *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* 9th *day of* January *in the year one thousand nine hundred and* eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #CR-117