4-11-80
116/931

RETURN TO:
Security Federal
P O Box 15917
Nash, TN 37215

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JOHN M. STEINHAUER, III, Plaintiff	)	BOOK 5647 PAGE 913
vs.	)	NO. 80D-250
LAURIE MOORE (ROLLINS) STEINHAUER, Defendant	)	

FINAL DECREE

This cause came on to be heard on this the 11th day of April, 1980, before the Honorable Judge of the Fourth Circuit Court, holding Circuit Court for Davidson County, Tennessee, at Nashville, upon the Complaint filed, the evidence presented, and the Defendant having been duly served with summons and a copy of the Complaint herein, the Court finds that the allegations contained in the Plaintiff's Complaint are true and sustained by the evidence.

The Court also finds that the Plaintiff, at the time of the filing of his Complaint, has been a resident of the State of Tennessee for more than six (6) months immediately preceding the filing of the same.

The Court further finds that the parties were married as set forth in the Complaint and there have been no children born to this marriage.

The Court further finds on the evidence adduced that irreconcilable differences have come between the parties and that the Plaintiff is entitled to a divorce as demanded in his Complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff in this cause, JOHN M. STEINHAUER, III, be, and the same is hereby granted an absolute divorce from the Defendant upon the grounds of irreconcilable differences and to be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement has been examined by the Court and the same is determined to be fair and equitable and that the same is hereby made a part of this Decree and an order of this Court as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and concluded this 7th day of February, 1980, by and between LAURIE MOORE (ROLLINS) STEINHAUER, hereinafter referred to as "Wife," and JOHN M. STEINHAUER, III, hereinafter referred to as "Husband,"

W I T N E S S E T H :

WHEREAS, the parties hereto were married on June 19, 1976, at Nashville, Tennessee, and there have been no children born to this marriage; and

WHEREAS, differences have arisen between the parties and in consequence thereof, they have separated and are now living separate and apart; and

WHEREAS, the parties by this Agreement desire to settle all questions of property rights, maintenance, dower, dissent, alimony, distribution and all other rights or claims, matters and things of every kind and description, which may have in any manner arisen or accrued by virtue of the marriage; and

WHEREAS, each party has carefully examined the terms and conditions contained in this Agreement and has had ample opportunity to seek independent counsel to review the same and hereby stipulate by their signatures thereto that all stipulations contained in this Agreement are fair and just and are not signed under duress,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth and things to be done by the parties pursuant thereto, it is agreed as follows:

1. Divorce. It is hereby agreed by the parties that the Husband shall proceed to trial and obtain a divorce in the Circuit Court for Davidson County, Tennessee, on the grounds of irreconcilable differences and to be restored to all the rights and privileges of an unmarried person.

2. Personal Property: Wife. The Wife shall receive as her sole and separate property the following personal property:

a. Player piano
b. Oak rocking chair
c. Pine hope chest
d. Wrought iron glass top table and 2 wrought iron chairs.
e. French Provincial bedroom suit (1 double bed, 1 chest, 1 night stand and 1 dresser)
f. Revereware cookware
g. Tupperware
h. 1/2 silver service (6 place settings)
i. Crystal (formal)
j. China (formal)

k. Picture ("Weary Hunter")
l. 1 table lamp
m. 1976 Triumph spitfire. Wife hereby agrees to assume note on said car at Commerce Union Bank in Sumner County in the approximate amount of $3,500 and to hold the Husband harmless for same. The Husband will execute any documents necessary to transfer said title.
n. 1/2 of silver serving trays, bowls, etc.
o. All clothing and other personal items complimentary to Wife.

3. Personal Property: Husband. The Husband shall receive as his sole and separate property, the following personal property:

a. Condominium
b. 1978 VW Scirrocco. The Husband hereby agrees to assume the note for said car with League Central Credit Union and to hold the Wife harmless for same. The Wife will execute any documents necessary to transfer said title.
c. China (everyday)
d. Glassware (everyday)
e. Stainless steel silverware (everyday)
f. Cookware
g. Appliances
h. Portable color television
i. All furniture except those items listed for Wife.
j. Stereo
k. All clothing and other personal items complimentary to Husband.

4. Real Property. The parties currently own certain real property in Davidson County, Tennessee, held in the name of John M. Steinhauer, III and wife, Laurie R. Steinhauer, more particularly described as:

Being Unit No. 190 as shown on the Plat of Georgetown Apartments, a condominium, of record in Book 5200, page 4, Register's Office for Davidson County, Tennessee, together with an undivided .410% interest in the common elements of 5025 Hillsboro Homeowners' Association, as described in Book 5211, page 325, et seq., said Register's Office. Said Unit is also known as Apartment No. 22-C.

BEING part of the same property conveyed to John M. Steinhauer, III and wife, Laurie R. Steinhauer, by deed from Georgetown of Nashville Limited Partnership, of record in Book 5249, page 94, Register's Office for Davidson County, Tennessee.

By this Agreement, the Wife does transfer, sell, grant and convey all her right, title and interest to the Husband, his heirs and assigns, to have and to hold the same, together with all the appurtenances thereunto, and covenants that the Wife is lawfully seised and possessed of said real estate in fee simple, has a good right to convey, and that it is unencumbered except as shown in the deed of record in Book 5249, page 96, Register's Office for Davidson County, Tennessee.

5. Debts. Each party shall be responsible for debts accumulated by the parties as follows:

Husband:	Security Federal	$28,000.00
	League Central	5,100.00
	J. C. Penneys	200.00
	Visa	200.00
	American Airlines	150.00
	State Farm Insurance	196.70
Wife:	Commerce Union Bank	3,500.00
	Sears	100.00
	State Farm Insurance	136.40

6. I.R.S. Tax Return. The parties agree to file a joint return for the calendar year, 1979, in which the final decree of divorce is granted and the parties shall divide any tax refund to which the parties may be entitled 68% to the Husband and 32% to the Wife, by reason of filing said joint return. If any tax shall be due, the same percentage division shall apply for paying said tax due.

7. Attorney Fees. The Husband shall pay for all legal fees incurred and payable to his attorney, Michael W. Edwards.

8. Court Costs. The Husband shall pay all Court costs incurred incident to the divorce petition heretofore filed by the Husband.

9. Miscellaneous. All joint checking accounts will be closed (Husband - Third National Bank; Wife - First American National Bank) and all joint charge accounts will be closed. Each party may keep the account and the responsibility of the account in his own name.

Each party will be responsible for his own life insurance, health insurance, automobile insurance and insuring any property that remains in that party's possession.

10. Future Acquired Property. It is understood and agreed between the parties that each of said parties may, from and after the date of this Agreement, and at all times thereafter, purchase, acquire, hold, own, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and persoal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring it.

11. Marital Rights. The parties understand and agree that this Agreement is in full and final settlement of all marital rights between the parties and, except as otherwise provided herein, forever bars either party from and after the acceptance of this Agreement by the Court, and incorporation into the final divorce decree from any and all claims for support, alimony, dower, curtesy, homestead or any other inheritance rights the parties may have acquired by virtue of their marriage.

12. Pending Divorce Petition. The parties understand and agree that this Agreement shall be submitted to the Court and if found by the Court to be fair and equitable, will be approved by said Court. However, in the event a divorce is not granted to either party, or the parties reconcile, this Agreement shall be of no further force and effect, and all monies required to be paid upon the execution hereof, to wit: child support and alimony, shall be deemed pendente lite payments.

13. Modification of Decree. Both parties have been advised and understand that the matter of child custody and support is retained by the Court and may be modified or changed by Court order from time to time, upon petition by either party if a change in circumstances by either party warrants.

IN WITNESS WHEREOF, the parties have affixed their signatures upon the day and date first above written.

/s/ John M. Steinhauer, III
JOHN M. STEINHAUER, III

/s/Laurie Moore Rollins Steinhauer
LAURIE MOORE (ROLLINS) STEINHAUER

ENTER this _____ day of _____, 1980,
for the 11th day of April, 1980.

JUDGE

APPROVED FOR ENTRY:

BUCHANAN & EDWARDS:

4-11-80

BY: _____
Michael W. Edwards
Attorney for the Plaintiff
271 West Main Street
P. O. Box 1045
Hendersonville, Tennessee 37075

FELIX Z. WILSON
DAVIDSON COUNTY, TENN.
SEP 8 10 09 AM '80
IDENTIF. REFERENCE

G06482

mail env.

Docket No. 80D-250 Minute Book 116B Page 1231

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* John M. Steinhauer, III. *Plaintiff, and* Laurie Moore Rollins Steinhauer *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* 4th *day of* September *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Virginia Hutcheson, *D. C.*