7-8-80
1170/1844

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map 116-4
Par 132 Js

BAERBEL STOBER OLSON,

Plaintiff

VS.

ERIK JOSEPH OLSON,

Defendant

NO. 95524

5632 120

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on this the 8th day of July, 1980, before the Honorable Benson Trimble, Judge, etc., upon the original bill filed by the Plaintiff, personal service of process had upon the Defendant, Answer and Counterclaim filed by the Defendant, Answer to the Counterclaim filed by the Plaintiff, Agreed Order setting child support, Property Settlement Agreement entered into between the parties, statement of counsel, and the entire record in this cause; from all of which the Court finds that the allegation contained in the original Petition has been sustained by the proof, that is, that certain irreconcilable differences have arisen between the parties causing them to separate and live apart, and that the Plaintiff, therefore, should be granted an absolute divorce from the Defendant.

IT IS, ACCORDINGLY, ORDERED, ADJUDGED AND DECREED by the Court that the Answer filed by the Defendant, Counterclaim filed by the Defendant, and Plaintiff's Answer to the Counterclaim, pursuant to request of counsel for the respective parties, be, and the same is hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and pertually dissolved, and the Plaintiff, Baerbel Stober Olson, is awarded an absolute divorce from the Defendant, Erik Joseph Olson, and restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a Property Settlement Agreement;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement entered into by the parties is ratified and confirmed, and made the Order of the Court. Said Property Settlement Agreement is as follows:

THIS PROPERTY SETTLEMENT AGREEMENT, made on this the _____ day of July, 1980, by and between Baerbel Stober Olson, hereinafter called the "Party of the First Part", and ERIK JOSEPH OLSON, hereinafter called the "Party of the Second Part", both parties being residents of Nashville, Davidson County, Tennessee,

W I T N E S S E T H:

WHEREAS, the parties hereto were married on December 31, 1970, in Lake Ronkonkoma, New York; and

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each state that it is their mutual desire that their marriage be terminated by divorce; and

WHEREAS, the Party of the First Part filed a suit for divorce in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 95524, seeking, among other things, an absolute divorce; and

WHEREAS, the parties desire to enter into the following Property Settlement Agreement as a complete and final settlement with respect to all questions of custody, child support and the division of their property;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The Party of the First Part shall have the exclusive care, custody and control of the minor children of the parties with the Party of the Second Part having the right and privilege of being with said minor children and the minor children being with him at reasonable times and places.

2. The Party of the Second Part shall pay directly to the Party of the First Part the sum of Three Hundred ($300.00) Dollars per month for the support and maintenance of the minor children of the parties, said payments to begin on August 1, 1980, and to continue monthly thereafter until the minor children are self-supporting, or reach their age of majority, or until further Orders of the Court.

3. It is agreed between the parties that the home located at 617 Estes Avenue, in Nashville, Davidson County, Tennessee, shall be and become the sole property of the Party of the First Part and that all right, title and interest of the Party of the Second Part in and to the real property be divested out of the Party of the Second Part and that same be vested solely in the Party of the First Part. It is further agreed that the Party of the Second Part will execute any and all documents required in order to have title to said real property transferred to the Party of the First Part. The Party of the First Part shall assume and be responsible for the indebtedness owing on said property and shall hold the Party of the Second Part harmless as to any mortgage or indebtedness owing on said property. It is further agreed between the parties that the Party of the Second Part shall vacate the home located at 617 Estes Avenue, Nashville, Tennessee, no later than August 1, 1980, and shall turn the property over to the Party of the First Part. It is further agreed that in the event this property is sold, the net proceeds from said sale shall be divided as follows: the Party of the First Part shall have and retain two thirds (2/3) of the net proceeds from the sale of the home at 617 Estes Avenue in Nashville, Tennessee, and the remaining one third (1/3) of the net proceeds shall be divided in equal portions between the children Lars Olson and Maret Olson.

4. The Party of the First Part shall keep and retain the washing machine, dryer, freezer and dishwasher, and all of her clothing and personal property; and the Party of the Second Part shall keep and retain all of his clothing and personal property; and each party shall disclaim any right, title and interest in and to the property of the other. All other items of household furnishings and furniture, not listed above, will be divided amicably between the parties.

5. It is further agreed by and between the parties that the life insurance owned by the Party of the Second Part shall be changed to reflect the children of the parties as beneficiaries; it is further agreed that the Party of the Second Part shall continue his hospitalization insurance on behalf of the minor children of the parties.

6. It is further agreed by and between the parties that the Court costs incurred as a result of these proceedings are to be equally divided between the parties, with each party hereto paying one half (1/2) of same.

7. It is further mutually agreed and understood that, after the signing of this instrument, both parties are to be forever barred from any right, claim, dower or interest in and to the property of the other.

8. It is further agreed by and between the parties hereto, on execution of this agreement, neither party will use or attempt to use credit of the other for any purpose whatsoever, without first obtaining the written permission or consent of the other party.

9. This agreement is meant and intended by the parties hereto to be a post-nuptial property settlement and agreement and is to be a full, final and complete release by each party, of any interest whatsoever, which each party may now or hereinafter have in the property of the other as herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the day and date above set out, this agreement having been executed in duplicate with each of the parties hereto taking a copy thereof.

/s/ Baerbel Stober Olson
Party of the First Part

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )
Sworn to and subscribed before me
this ____ day of July, 1980.

/s/ Notary Public

/s/ Erik Joseph Olson
Party of the Second Part

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )
Sworn to and subscribed before me
this ____ day of July, 1980.

/s/ Notary Public

It further appearing to the Court that the Plaintiff and natural mother of the minor children of the parties is a fit and proper person to have the custody of the said children;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the exclusive custody and control of the minor children of the parties, namely, Christine Olson, Maret Olson and Lars Olson, be, and the same is hereby decreed to the natural mother and Plaintiff, Baerbel Stober Olson, with the right and privilege of the Defendant and natural father, Erik Joseph Olson, to see and visit said minor children at reasonable times and places.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant, Erik Joseph Olson, shall pay directly to the Plaintiff, Baerbel Stober Olson, the sum of Three Hundred ($300.00) Dollars per month for the support and maintenance of the minor children of the parties, said payments to begin on August 1, 1980, and to continue monthly thereafter until the minor children are self-supporting or reach their age of majority, or until further Orders of the Court.

The costs of this cause are to be split equally between the parties with each party paying one half (1/2) of same.

ENTER THIS 8 day of July, 1980.

JUDGE

APPROVED FOR ENTRY:

MORRIS LEVINE,
Attorney for Plaintiff

ROBERT E. KOLARICH

IDENTIF. REFERENCE
SEP 17 12 22 PM '81
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

G.O. 8-1-80
FEDERAL

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# 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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* BAERBEL STOBER OLSON *Plaintiff, and* ERICK JOSEPH OLSON *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* 17th *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* _____, *D. C.*