7-15-80
408/1413

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5676 PAGE 707

ALVAN STEPHENS FOSTER	)	
	)	
vs.	)	No. 98436
	)	
NANCY LOU FOSTER	)	

FINAL DECREE

THIS CAUSE came on to be heard on the 17th day of June, 1980 before the Honorable Ben Cantrell, Chancellor, sitting by interchange, upon the original Complaint for Absolute Divorce filed by Alvan Stephens Foster, Answer, original and amended Cross-Bill of Nancy Lou Foster, announcement to the Court that the parties would proceed on the ground of irreconciliable differences, submission to the Court of a written Property Settlement Agreement entered into by and between the parties and rendered to the Court for approval, testimony of the Cross-Complainant, Nancy Lou Foster, in open Court, statement of counsel and the entire record in this cause. From all of which it appears to the Court that the original Complaint should be dismissed and that upon the Amended Cross-Bill, that irreconcilable differences exists between the parties pursuant to Tennessee Code Annotated, Section 36-801, et seq., as amended. It further appears to the Court that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the parties' minor children and for the equitable settlement of the property rights between the parties.

IT IS THEREFORE 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 perpetually dissolved, and that the Cross-Complainant, Nancy Lou Foster, is granted an Absolute Divorce from the Cross-Defendant, Alvan Stephens Foster, and they are 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 signed by the parties of even date herewith is approved and shall be incorporated herein by reference as though set forth verbatim and a true and accurate copy is attached hereto.

The costs of this cause are taxed against Alvan Stephens Foster and Nancy Lou Foster equally, for all of which let execution issue, if necessary.

ENTERED this 15th day of July, 1980.

Ben H. Cantrell
BEN CANTRELL, Chancellor
by Interchange

APPROVED FOR ENTRY:

J. Michael Jacobs
J. MICHAEL JACOBS, Attorney for
Nancy Lou Foster

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the Cross-Defendant's attorney of record, Jack A. Butler, at 12th Floor, First American Center, Nashville, Tennessee 37238, postage prepaid on this 24 day of June, 1980.

J. Michael Jacobs
J. MICHAEL JACOBS

FILED
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REGISTER
IDENTIFICATION REFERENCE
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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ALVAN STEPHENS FOSTER	)	
	)	
vs.	)	No. 98436
	)	
NANCY LOU FOSTER	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between NANCY LOU FOSTER, hereinafter called "WIFE," and ALVAN STEPHENS FOSTER, hereinafter called "HUSBAND."

WHEREAS, certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties finally and for all times to determine and settle their property rights, all rights of support, maintenance, alimony, dower, distributive share, and homestead rights, together with all rights existing between the parties growing out of their marital relationship.

NOW, THEREFORE, for and in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

1. That the HUSBAND is to receive the 1980 Datsun automobile which is currently titled in HUSBAND'S name, and all right, title and interest in and to said vehicle shall be divested from WIFE and vested in HUSBAND. That the WIFE is to receive the red Ford LTD which is currently titled in WIFE'S name, and all right, title and interest in and to said vehicle shall be divested from HUSBAND and vested in WIFE.

2. That the parties have previously divided all personal property owned by the parties and each party shall be vested with all the right, title and interest in the property in their possession.

3. That the parties own as tenants by the entirety a residence which is commonly known as 6232 Henry Ford Drive, Nashville, Tennessee, the same being more particularly described as certain real estate in Davidson County, as follows:

Land in Davidson County, Tennessee, being Lot No. 223 on the Plan of Charlotte Park, Section 3, of record in Book 2663, page 70, Register's Office for said County.

Said Lot No. 223 fronts 71 feet on the easterly side of Henry Ford Drive and runs back 184.5 feet on the north line and 206.8 feet on the south line to a dead line in the rear, on which it measures 78 feet.

Being the same property conveyed to Alvan S. Foster and wife, Nancy L. Foster by Warranty Deed from James R. Haun and wife, Eleanor W. Haun, of record in Book 4442, page 307, Register's Office for Davidson County, Tennessee.

That the parties agree that the home and residence indicated above shall become the sole and separate property of WIFE, Nancy Lou Foster, and that all HUSBAND'S, Alvan Stephens Foster, right, title and interest in and to said real estate shall be divested from him and vested exclusively in her upon payment of Thirty-Seven Hundred Fifty and no/100 Dollars ($3,750.00) from the proceeds of selling of the residence. The amount of HUSBAND'S proceeds shall constitute a lien upon the real estate for the benefit of HUSBAND until paid. However, HUSBAND agrees to execute a deed conveying his interest upon execution of this Agreement. WIFE agrees to place the residence upon the market for sale within thirty (30) days of the execution of this Agreement.

That the parties further own as tenants by the entirety a vacant lot in Macon County, Tennessee, the same being more particularly described as certain real estate in Macon County, as follows:

BEGINNING on a stone or stake on the south side of Walnut Street, now Skyline Drive; thence S. 6 W. 225 feet along the line with Amos Reecer to a stake; thence S. 88 E. a line parallel with Walnut Street 100 feet to a stake; thence N. 6 E. 225 feet to a stake at Walnut Street; thence N. 88 W. along the south boundary of Walnut Street, 100 feet to the beginning.

BEING the same property conveyed to Alvan S. Foster and wife, Nancy L. Clark Foster by Warranty Deed from Hobart R. Clark and wife, Odessa Clark, of record in Book 109, page 241, Register's Office for Macon County, Tennessee.

That the parties agree that said lot shall become the sole and separate property of WIFE, and that all HUSBAND'S, Alvan Stephens Foster, right, title and interest in and to said real estate shall

be divested from him and vested exclusively in her. That HUSBAND shall execute a deed upon request conveying his interest.

4. That HUSBAND is under a prior pendente lite order of the Court to pay as alimony the installment payments due Cain-Sloan Company, Master Charge, Firestone, Jimmy's Appliances, and Medic-Count. Said installment payments equal approximately One Hundred Sixty-Five and no/100 Dollars ($165.00) per month and were ordered to be paid by Alvan Stephens Foster directly to the stores or vendors beginning with the payment due for the month of November, 1979 and continue thereafter pending further orders of the Court. These provisions of the preceding pendente lite order are incorporated herein by reference as though set forth verbatim. It is further agreed between the parties that in the event the above vendors and merchants have not been paid in full at the time the residence sells, said amounts due shall be paid from the sale proceeds and charged against HUSBAND'S Thirty-Seven Hundred Fifty and no/100 Dollars ($3,750.00).

5. That the exclusive care, custody and control of the parties' minor children, Valerie Ann Foster, date of birth December 26, 1964, Jeffrey Lane Foster, date of birth June 15, 1968 and Alvan S. Foster, II, date of birth September 20, 1969, shall be with the WIFE, subject to the HUSBAND'S rights of reasonable visitation. That the HUSBAND shall pay as child support through the Circuit Court Clerk's Office the sum of Seventy-Five and no/100 Dollars ($75.00) per week beginning on the execution of this Agreement. The Clerk's fee shall be deducted from said sum. That the WIFE shall receive I.R.S. deduction as dependants pertaining to the minor children.

6. That HUSBAND shall maintain in full force and effect hospitalization insurance available at his employment upon the parties' minor children.

7. It is further agreed and understood that this Agreement is intended to be the final settlement of the property rights of the respective parties and is a full discharge of HUSBAND and WIFE from all other claims arising out of their marital relations and each

party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the laws of any jurisdiction in the other's property, including without limitation, by waiver of dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and support, rights to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by HUSBAND and WIFE and any property that either of them may acquire in the future. The WIFE and HUSBAND both acknowledge that the provisions of this Agreement are fair, adequate and satisfactory and accept them in full and final settlement of all claims and demands upon each other.

8. It is further understood and agreed by the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any other reason not herein stated.

IN WITNESS WHEREOF, the parties have read this Agreement and have familiarized themselves with its contents and signed and executed this Agreement on the 24 day of June, 1980 as to the WIFE, and the 14 day of July, 1980 as to the HUSBAND.

Nancy Lou Foster
NANCY LOU FOSTER, Wife

Alvan Stephens Foster
ALVAN STEPHENS FOSTER, Husband

7-15-80

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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* Alvan Stephens Foster *Plaintiff, and* Nancy Lou Foster *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* Nov *in the year one thousand nine hundred and* 80 *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] , *D. C.*