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FILED
DEC 31 AM 8:30
JANICE L. ROCKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SUSAN STUART LOFTIS)
SS# [redacted]-8854)
Complainant)
vs.)
No. 80D-4007
ROBERT LLOYD LOFTIS)
SS# [redacted]-9789)
Defendant)

Map - 115-13-Par. 55

BOOK 5742 PAGE 441

FINAL JUDGMENT AND DECREE

This cause came on to be heard on the 19th day of December, 1980, before the Honorable Benson Trimble, Judge, upon the Complaint for Absolute Divorce, Agreed Order Amending the Prayer of the Complaint, testimony of the Complainant, Property Settlement Agreement entered into by the parties and submitted to the Court, statements of counsel, and the entire record in this cause; from all of which the Court finds that the Complaint has been on file for longer than sixty (60) days and that personal service of process was had on the defendant and that the parties do not have any children and that the parties do have irreconcilable differences such that Susan Stuart Loftis is entitled to an absolute divorce from the defendant, Robert Lloyd Loftis, on the grounds of irreconcilable differences and that the parties in their written Property Settlement Agreement have made adequate, sufficient and fair provision for the equitable settlement of all property rights and other rights between them and that this Property Settlement Agreement should be and is approved by the Court and the matters and things contained therein decreed as part of this Final Judgment and Decree.

WHEREFORE, it is hereby ORDERED, ADJUDGED and DECREED by the Court as follows:

1. Susan Stuart Loftis is granted an absolute divorce from Robert Lloyd Loftis on the grounds of irreconcilable differences, and the parties are each restored to all of the rights and privileges of unmarried persons.

2. The Property Settlement Agreement entered into by the parties, which Agreement is copied herein verbatim, is hereby approved by the Court as an adequate, sufficient and fair provision for the equitable settlement of all property rights and other rights between the parties and all matters and things as contained in that said Agreement are hereby ORDERED, ADJUDGED and DECREED by this Court. It is further ORDERED, ADJUDGED and DECREED that the liens created in said Agreement on the real property interests of the respective parties are judicially declared liens and shall be enforceable as such.

" PROPERTY SETTLEMENT AGREEMENT

"This agreement is made and entered into on this the 18th day of December, 1980, by and between SUSAN STUART LOFTIS, hereinafter referred to as MRS. LOFTIS, and ROBERT LLOYD LOFTIS, hereinafter referred to as MR. LOFTIS, both of whom are residents of Nashville, Davidson County, Tennessee.

" W I T N E S S E T H :

"WHEREAS, the parties hereto are husband and wife and they have encountered marital difficulties which are of a great and irreconcilable nature; and

"WHEREAS, there is now pending an action for absolute divorce between the parties in the Fourth Circuit Court for Davidson County, Tennessee; and

"WHEREAS, the parties hereto are mutually desirous of adjusting marital rights between themselves;

"NOW, THEREFORE, in consideration of the matters and things set forth above and the covenants and agreements contained herein, the parties hereto mutually agree as follows:

"1. MR. and MRS. LOFTIS own the house and property known as 766 Rodney Drive, Nashville, Davidson County, Tennessee, as tenants by the entirety pursuant to Deed of record in Book 5180, page 556, et seq., in the Register's Office for Davidson County, Tennessee. This real property is more particularly described as Lot Number 193 on the Plan of West Meade Hills, Section 8, as of record in Book 3600, pages 61 and 62, in the Register's Office for Davidson County, Tennessee. This property is encumbered by a mortgage/deed of trust of record in Book 4732, page 449, et seq., and re-recorded in Book 4741, page 167, et seq., all of record in the Register's Office for Davidson County, Tennessee, and by a second mortgage/deed of trust of record in Book 5692, page 329, et seq., in the Register's Office for Davidson County, Tennessee. It is agreed by the parties that upon the termination of this marriage by divorce, said property shall be owned by the parties subject to the above-mentioned encumbrances as equal tenants in common, provided, however, that it is agreed that MR. LOFTIS has spent $4,570.00 more of his own money for capital improvements on this property than MRS. LOFTIS has spent of her own money for such improvements, and that MRS. LOFTIS owes MR. LOFTIS $2,285.00, which is one-half of said sum, in order to equalize their respective investments in the property and that MR. LOFTIS accordingly shall have a lien on MRS. LOFTIS' interest as equal tenant in common in said property in order to secure said debt.

"It is agreed by the parties that the above-described property shall immediately be placed for sale on the real estate market and will be sold as soon thereafter as is practical. It is further agreed that the asking price for said property shall be set by agreement between the parties, but if they do not agree, then an asking price shall be determined under the real estate dispute process set out below. It is agreed that if one party makes an offer to purchase the other party's interest in said property, then the decision to sell must be made by agreement of the parties alone. It is further agreed, however, that if any offer to purchase said property is made by a third person or persons, then a decision to accept or reject this offer shall be made by agreement between the parties, but if they do not agree, then this decision shall be made under the real estate dispute process set out below. It is further agreed that any other matters that may arise concerning the sale of said property shall be decided by agreement between the parties, but if they do not agree, then such matters shall be decided under the real estate dispute process set out below.

"It is agreed by the parties that MRS. LOFTIS shall have the right to live in said property until June 30, 1981, or until she marries again or until the property is sold and the transaction closed, whichever first occurs; provided, however, that as a condition of this right MRS. LOFTIS must live in this property alone and not in the company of any other person or persons. It is agreed that if the property has not been sold and the transaction closed and MRS. LOFTIS ceases to have the right under the above terms to live in this property or if MRS. LOFTIS ceases to live in said property by her own choice, then the property will be rented. It is further agreed that all matters concerning

the renting of this property, including but not being limited to the rental rate and lease terms, shall be decided by agreement between the parties, but if they do not agree, then all such matters will be decided under the terms of the real estate dispute process set out below. It is agreed that any rental income resulting from the rental of the interest of both parties in said property shall be split equally between the parties. If, however, one party rents the interest of the other party, then the rental income shall be paid by the party who is the tenant to the party whose interest is being rented.

"It is agreed that upon the termination of this marriage by divorce and continuing until such time as the property is sold and the transaction closed, each party shall pay one-half of the monthly mortgage payments owed on this property including all portions of said payments which go into escrow. It is further agreed that for the sake of ease of accounting, MRS. LOFTIS will make the monthly payment of her one-half of these mortgage payments to MR. LOFTIS and MR. LOFTIS will then make payment of the entire monthly amount to the mortgage company. In the event of default in payment by either party, the non-defaulting party shall, if financially able, immediately make the entire monthly mortgage payment to the mortgage company and the defaulting party shall then immediately owe to the non-defaulting party one-half of all such entire mortgage payments so made together with interest thereon at the rate of twelve percent (12%) per annum until repaid. It is agreed that the non-defaulting party shall have a lien on the interest of the defaulting party in said property, to secure said debt.

"It is agreed that upon the termination of this marriage by divorce, MRS. LOFTIS will immediately take the steps necessary to transfer the telephone and utility accounts on said property to her name alone for so long as she shall live in said property. It is further agreed that for so long as she shall live in said property MRS. LOFTIS shall be responsible for performance of and payment for all routine maintenance on said property, including but not being limited to shrubbery trimming, grass cutting, and other lawn care matters. It is further agreed that for so long as she shall live in said property, MRS. LOFTIS shall keep said property in a tidy and neat condition properly presentable for sale to potential purchasers, and that at all reasonable times, she shall make the property available for showing to potential purchasers. It is further agreed by the parties, that if MRS. LOFTIS does not live in said property, then any necessary utility expense and necessary routine maintenance expense of said property shall be shared equally by the parties.

"It is agreed that the parties shall have a period of three days to reach agreement concerning any matters which must be submitted to the real estate dispute process in the event they do not reach agreement. If at the end of this three-day period the parties do not agree, then these matters on which they do not agree shall enter the dispute process and shall be submitted in writing by either party to Stephen M. Trautman and Charles F. Brown, Jr. for a final and binding decision. In the event that these two persons do not reach an agreement on a decision within a period of two weeks, those matters still in dispute shall be submitted in writing by them to Donald Gregory, who shall then render a decision which shall be final and binding on the parties.

"The parties agree that when said property is sold, all remaining balances of any mortgages which are not assumed by purchaser shall be paid out of the sale proceeds and all costs and expenses connected with the sale shall be paid out of the proceeds. Then any other charges that properly are owed equally out of the share of both parties of the sale proceeds shall be paid. Next, the remaining balance of the sale proceeds shall be divided into two equal shares, one for MR. LOFTIS and one for MRS. LOFTIS. Then the remaining balance of the $2,285.00 owed by MRS. LOFTIS to MR. LOFTIS shall be paid out of MRS. LOFTIS' share of the sale proceeds. Next any other sums then owed by one party to the other party shall be paid out of that respective party's share of the proceeds. Finally, the remaining balance of sale proceeds in each share shall be paid to the respective parties, i.e. MR. LOFTIS' remaining share to him and MRS. LOFTIS' remaining share to her.

"2. The parties agree that they each own their respective automobiles and that this ownership shall remain unchanged upon the termination of this marriage by divorce.

"3. The parties agree that they each own their respective checking and savings accounts and that this ownership shall remain unchanged upon the termination of this marriage by divorce.

"4. The parties agree that they each own their respective items of personal clothing and personal jewelry and that this ownership shall remain unchanged upon the termination of this marriage by divorce.

"5. The parties agree that MR. LOFTIS alone owns a membership at the West Meade Swim Club and at the Temple Hills Country Club and that these ownerships shall remain unchanged upon the termination of this marriage by divorce, provided, however, that it is further agreed that MR. LOFTIS will attempt to sell the membership at the West Meade Swim Club and if such a sale is consumated, MR. LOFTIS will pay the net proceeds received by him from this sale to MRS. LOFTIS.

"6. It is agreed by the parties that upon the termination of this marriage by divorce the items listed in MRS. LOFTIS' column on "Schedule A," which schedule is attached hereto and incorporated herein by reference, shall become the property of MRS. LOFTIS alone and the items listed on "Schedule A" in MR. LOFTIS' column shall become the property of MR. LOFTIS alone.

"7. The parties agree that they have incurred certain debts during this marriage for the individual benefit of one or the other of the parties and that each party will be solely responsible for the payment of any remaining balance of those debts incurred for his or her respective benefit, and that in the event a creditor seeks to recover from a party the payment of a debt incurred for the benefit of the other party, then party against whom the creditor is proceeding shall be indemnified and held free and harmless from this claim and all expenses connected therewith, by the party for whose benefit the debt was incurred.

"8. It is further agreed that each party shall pay their own attorney's fees and that neither party shall seek to recover attorney's fees from the other party.

"9. It is agreed that MR. LOFTIS has already paid to MRS. LOFTIS one-half of the Court costs of this divorce action and that accordingly all Court costs of this divorce action shall be assessed against and paid by MRS. LOFTIS.

"It is understood and agreed that these presents contain the entire agreement between the parties hereto and that the parties intend that this agreement be incorporated into the final decree of divorce should the Court see fit to decree a divorce between the parties and approve this settlement agreement, this agreement being explicitly conditioned upon Court approval.

"Nothing herein is intended nor should it be construed as infringing upon the prerogative of the Court having jurisdiction of this cause, the sole and only purpose of this agreement being a mutual desire of the parties to adjust marital rights between themselves.

"IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written, each retaining a signed copy hereof, the receipt of which is hereby acknowledged.

/s/ Susan Stuart Loftis
SUSAN STUART LOFTIS, Complainant

/s/ Charles F. Brown, Jr.
Attorney for Complainant
Witness

/s/ Robert Lloyd Loftis
ROBERT LLOYD LOFTIS, Defendant

/s/ Stephen M. Trautman
Attorney for Defendant
Witness

/s/ Diane M. Brown
Witness

/s/ Donald Gregory
Witness

"'SCHEDULE A'

TO

PROPERTY SETTLEMENT AGREEMENT

ITEMS WHICH WILL BELONG TO MRS. LOFTIS ALONE	ITEMS WHICH WILL BELONG TO MR. LOFTIS ALONE

I.
ITEMS LOCATED IN LIVING ROOM

1. Cane back couch	1. Two wooden end tables
2. Cane back chair	2. Coffee table
3. Channel back wing chair	3. Wooden pedestal smoking table
4. Two brass lamps	4. Toledo steel sword
5. Three watercolor paintings	5. Ceramic statue of San Sebastian
6. Antique mirror	
7. All decorator boxes	
8. French cafe sculpture	
9. Wooden triangular table	

II.
ITEMS LOCATED IN DEN

1. Sheepskin	1. Brass lamp
2. Ceramic giraffe	2. Ceramic lamp
3. Moroccan rug	3. Den couch
4. Wicker basket	4. Black vinyl chair
5. Dinette table and chairs	5. Brown vinyl chair
6. One of the two component bookcase units	6. Tennis court sculpture
7. Twelve-inch General Electric color TV	7. One of the two component bookcase units
8. Panasonic component stereo system and Gerrard turntable	8. Nineteen-inch General Electric color TV
9. Two wicker end tables	9. One-half of all books
10. One-half of all books	10. One-half of all records
11. One-half of all records	11. One-half of all nicknacks on bookcase
12. One-half of all nicknacks on bookcase	12. One of the two bar stools
13. One of the two bar stools	13. All National Geographic magazines
14. Miniature baby bed	

III.
ITEMS LOCATED IN KITCHEN

1. One-half of all kitchen wares	1. One-half of all kitchen wares
2. Westinghouse washer and dryer	2. Tappan microwave oven
3. The large vacuum cleaner	3. Small vacuum cleaner

IV.
ITEMS LOCATED IN DINING ROOM

1. China hutch	1. Picture on wall
2. Dining room table and six chairs	

V.
ITEMS LOCATED IN BEDROOMS

1. Guest bedroom corner grouping	1. Brass bed together with mattress and box springs
2. Green club chair	2. Triple dresser
	3. Chest of drawers
	4. Two bedside tables

VI.
ITEMS LOCATED IN CATCH-ALL ROOM

1. Typewriter	1. TRS 80 Level Two computer and computer accessories and attachments
2. White file cabinet	2. Brown filing cabinet
3. Desk and typing stand	3. Vanderbilt University bench
	4. Old antique record player

ITEMS WHICH WILL BELONG TO MRS. LOFTIS ALONE

ITEMS WHICH WILL BELONG TO MR. LOFTIS ALONE

VII.
ITEMS LOCATED IN WORKSHOP

1. All workshop tools, benches, and miscellaneous workshop hardware
2. Riding lawn mower
3. Push lawn mower
4. All miscellaneous lawn tools

VIII.
CHINA AND SILVER

1. Old antique china set
2. One-half of all silverplate ware

1. New good china set
2. One-half of all silverplate ware

/s/ Susan Stuart Loftis
SUSAN STUART LOFTIS

/s/ Robert Lloyd Loftis
ROBERT LLOYD LOFTIS"

3. All costs of this cause are to be paid by Susan Stuart Loftis, for which let execution issue if necessary.

ENTER on this 31 day of December, 1980.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

Charles F. Brown Jr.
CHARLES F. BROWN, JR.,
Attorney for Complainant

Stephen M. Trautman
STEPHEN M. TRAUTMAN,
Attorney for Defendant

Susan Stuart Loftis
SUSAN STUART LOFTIS

Robert Lloyd Loftis
ROBERT LLOYD LOFTIS

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IDENTIF. REFERENCE

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MAY 7 1 04 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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* True Copy ~~xxxxxxxxxxxxx~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* SUSAN STUART LOFTIS *Plaintiff, and* ROBERT LLOYD LOFTIS *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* 7TH *day of* MAY *in the year one thousand nine hundred and* EIGHTY-ONE *and in the* 205TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Larry Workman, *D. C.*

Form #GR-117