IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5791 PAGE 513

DEBORAH STAFFORD NORTON,)
)
Complainant)
)
VS.)
)
KENDALL E. NORTON)
)
Defendant)

Mag. 162-6-Law 293

DOCKET NO. 91985

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint, Judgement by Default, the Property Settlement Agreement, Interrogatories of the Plaintiff, and the entire record, from all of which the Court finds that Deborah Stafford Norton should be awarded an absolute divorce from the defendant, Kendall E. Norton. The Court further finds that her maiden name of Stafford should be restored and that the Property Settlement Agreement heretofore entered into between the parties should be approved and made a part of this Final Decree.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the plaintiff, Deborah Stafford Norton, is awarded an absolute divorce from the defendant Kendall E. Norton, on the grounds of irreconcilable differences and that she be restored to all the rights and privilages of an unmarried person.

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that the plaintiff's maiden name of Stafford should be restored.

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement attached hereto be made a part of this Decree:

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IN THE Fourth CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH STAFFORD NORTON,
Complainant

VS.

KENDALL E. NORTON,
Defendant

BOOK 5791 PAGE 514

DOCKET NO. 91985

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into on this the 8th day of May, 1978 between DEBORAH STAFFORD NORTON, hereinafter referred to as "plaintiff" and KENDALL E. NORTON, hereinafter referred to as "defendant";

WHEREAS, certain difficulties have arisen between the parties which have gone to such as extent that it does not appear possible for them to be reconciled and live together as husband and wife; and

WHEREAS, a petition for absolute divorce has been filed by plaintiff against defendant in the Fourth Circuit Court for Davidson County, Tennessee, being Rule No. 91985; and

WHEREAS, the parties herein are desirous of settling all matters pertaining to property, real or personal, and monetary matters, agree as follows:

1. That the plaintiff shall be awarded the 1971 Grand Prix automobile, stereo, wooden rocking chair, sewing machine, washing machine and dryer.

2. The defendant shall receive all the remaining household furniture.

3. That the defendant shall receive and be awarded all right, title, and interest in the parties' home located at 181 Ocala Drive, Nashville, Tennessee and that the plaintiff be divested of all right, title, and interest in and to the said property, which is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 65 on the Plan of Valley Green Subdivision, of record in Book 4460, page 97, Register's Office for Davidson County, Tennessee.

Said Lot No. 65 fronts 75 feet on the southerly margin of Ocala Drive and extends back 162.36 feet on the Easterly line and 161.15 feet on the Westerly line to a dead line measuring 75 feet thereon.

Being the same property conveyed to K. E. Norton and wife, Deborah S. Norton by deed from Dennis J. Klienhoffer and wife, Frances M. Kleinhoffer, as of record in Book 5068, page 492, said Register's Office.

4. That the defendant shall assume all liability on the first and second mortgage notes to Galbreath Mortgage Company and J. E. Norton respectively, on the above described real property. Further, that the defendant be liable on the personal note to J. E. Norton for the loan to purchase the Super Shell Service Station at 4199 Nolensville Road, Nashville, Tennessee and that all right, title, and interest to the said service station shall be vested solely in the defendant.

5. That the defendant shall be liable for his personal debt to attorney Lionel Barrett and for one-half (1/2) of the unpaid balance as of May, 1978 on the accounts with BankAmericard and Sears, Roebuck & Company.

6. That the plaintiff shall be liable for the debts owed to Milam's Optical Store, Medicount, Cain Sloan, two (2) notes to Nashville City Bank, Fitzpatrick Veterinarian Hospital, car insurance on the 1971 Grand Prix automobile, one-half (1/2) the unpaid balance as of May, 1978 on their account to BankAmericard and Sears, Roebuck & Company, her attorney fee and court costs for this divorce.

7. That the plaintiff will reimburse the defendant for any money he pays towards her attorney fee and court costs of this cause by December 31, 1978.

8. That the plaintiff and defendant will cash in their three (3) United States Savings Bonds and each receive one-half (1/2) of the proceeds.

9. It is further agreed by the parties, subject to the approval of the Court, that this agreement be incorporated into the final decree of divorce at such time as this divorce may be granted.

The parties herein also agree and understand that if they should become reconciled or if the Court for any reason

should fail to grant a divorce, this agreement shall become null and void and for nothing held.

The parties by the execution of this agreement hereby mutually agree to sign any documents and/or instrument which may become necessary in order to carry out and comply with the terms herein contained.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day and date first above written.

Deborah Stafford Norton
DEBORAH STAFFORD NORTON

Kendall E Norton
KENDALL E. NORTON

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that the costs of this cause are taxed to the plaintiff for which execution may issue, if necessary.

ENTERED this 15 day of August 1978.

BENSON TRIMBLE, JUDGE

APPROVED FOR ENTRY:

Ronald K. Nevin

RONALD K. NEVIN
2108 Parkway Towers
Nashville, Tennessee 37219
244-7706

IDENTIF. REFERENCE
SEP 4 10 47 AM '81
FELIX Z. WINSTON II REGISTER
DAVIDSON COUNTY, TENN.
G58735
RUSH

91985 FOURTH CIRCUIT 109B/1124

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* ~~xxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Deborah Stafford Norton *Plaintiff, and* Kendall E. Norton *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-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Karen Lovley, *D. C.*

Form #GR-117