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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHELLY LYNN WATERHOUSE, Plaintiff	)	
v.	)	No. 81D-1584
STEVEN MICHAEL WATERHOUSE, Defendant	)	

Map 61-15
Par 192 Jd

FINAL DECREE

This cause came on to be heard before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, on the 21st day of August, 1981, upon complaint of plaintiff, default of defendant, testimony of plaintiff, the property settlement entered into between the parties, statement of counsel and the entire record, from all of which this Court is of the opinion that such irreconcilable differences exist between the parties as would entitle plaintiff, Shelly Lynn Waterhouse, to a divorce from defendant, Steven Michael Waterhouse, on the grounds of irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff, Shelly Lynn Waterhouse, is granted an absolute divorce from defendant, Steven Michael Waterhouse, and she is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as agreed to in the Property Settlement Agreement that plaintiff shall have sole custody and control of the parties' minor child, Joshua Brandt Waterhouse, with reasonable visitation rights vested in defendant who shall also pay child support to plaintiff in the amount of $25.00 per week until the majority of said minor child.

The original Property Settlement Agreement is hereby approved by the Court, and each and every provision of said Agreement is made the decree of the Court. The Property Settlement Agreement is as follows:

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under those terms now in effect. Parties agree to equally divide any medical expenses not covered by that policy. Defendant agrees to pay all dental expenses of Joshua Brandt Waterhouse not covered by the policy of Plaintiff.

4. Personal Effects. All items of personal effects such as, but not limited to clothing, jewelry, luggage, etc., shall become the absolute and sole property of the party who has principal use thereof or to whom the property was given or for whom it was purchased, and each party hereby surrenders any interest he or she may have in such tangible personal property of the other.

5. Real Property. All right, title and interest of Defendant in the hereinafter described parcel of real estate owned by the parties shall be vested out of the Defendant and vested solely in Plaintiff, free of all claims and demands of Defendant, but Plaintiff shall assume and shall hold Defendant harmless from the mortgage secured by said property and financed through Federated Financial Mortgage Corp. This land is a parcel of land in Davidson County, Tennessee, and more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 31 on the Plan of Sunnymeade Subdivision, Block "A," as shown in Book 974, pages 56 and 57, Register's Office for said County.
>
> SAID Lot No. 31 fronts 50 feet on the southerly side of Sunnymeade Drive and runs back between parallel lines 140 feet to a dead line.
>
> BEING the same property conveyed to Steven McClure and wife, Deborah McClure by deed from James S. Sweeney and wife, Rita E. Sweeney of record in Book 4978, page 365, Register's Office for Davidson County, Tennessee.

6. Furniture. All furniture belonging to the parties shall be the separate property of Plaintiff with the exception of the model cases and roll top desk made by Defendant and those pieces of furniture given to Defendant by his parents.

7. Automobile. Plaintiff hereby relinquishes any right, title or interest she may have in the 1980 Pontiac Phoenix automobile operated by Defendant and Plaintiff further acknowledges that the same is his sole and separate property. Defendant shall bear sole responsibility for payment of the outstanding indebtedness on said automobile to Third National Bank and shall hold Plaintiff harmless from any liability thereunder.

8. Debts. Plaintiff assumes the obligation of the Credit Thrift debt now owed by them and shall hold defendant harmless from any liability thereon. However, defendant shall pay plaintiff one-half of each monthly payment to her on a monthly basis. Defendant agrees to pay the debt now due to MediCount for his dental work in the approximate amount of $500.00 and agrees to hold Plaintiff harmless from any liability thereunder.

9. Tax Refunds. Plaintiff and Defendant agree to split the income tax refund for 1980 equally.

10. Court Costs. Plaintiff agrees to pay the costs of the action now pending in the Circuit Court for Davidson County, Tennessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their signatures the day and date hereinabove written.

SHELLY LYNN WATERHOUSE

STEVEN MICHAEL WATERHOUSE

IT IS FURTHER ORDERED ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be borne by plaintiff for which execution may issue if necessary.

Entered this 17 day of August, 1981.

HONORABLE HARRY S. LESTER
JUDGE, SECOND CIRCUIT COURT

APPROVED FOR ENTRY:

CHAMBERS JOHNSON & BECKNER

George C. Paine, II
12th Floor, First American Center
Nashville, Tennessee 37238

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IDENTIFICATION REFERENCE
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DAVIDSON COUNTY, TENN.
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I certify that a copy of the foregoing proposed order has been sent to Roy A. Miles, Jr., Esq., 13th Floor, Nashville City Bank Building, Nashville, Tennessee, 37201, attorney for defendant, this 18 day of August, 1981.

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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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Shelly Lynn Waterhouse *Plaintiff, and* Steven Michael Waterhouse *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* 22nd *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 _____, *D. C.*