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GEORGE L. ROOKER, CLERK

GEORGE ROBERT KAUTZ)
) IN THE FIRST CIRCUIT COURT FOR
VS.) DAVIDSON COUNTY, TENNESSEE AT
) NASHVILLE
ROSE MARIE TUDOR KAUTZ) D.C. NO. 94915

1490/2147

BOOK 5831 PAGE 602

FINAL DECREE

This cause came on for hearing on this the 11th day of November, 1980, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee upon the Counter-Complaint heretofore filed by the defendant and counter-complainant Rose Marie Tudon Kautz, upon the grounds of irreconcilable differences with the original complainant and counter-defendant, George Robert Kautz desiring to withdraw his original complaint filed herein and with all things before the Court by personal service, testimony of the counter-complainant heard in open court, statement of counsel and the entire record herein, with submission to the court of a written property settlement agreement executed by the parties.

The court is of the opinion and finds as follows:

That the complainant and counter-defendant George Robert Kautz is hereby allowed to withdraw his original complaint filed in this matter and from the testimony of the defendant and counter-complaint it appears to the court that the parties have suffered irreconcilable differences in this marriage and the counter-complainant, Rose Marie Tudor Kautz should be granted an absolute divorce from the counter-defendant, George Robert Kautz;

It is therefore ORDERED, ADJUDGED AND DECREED that the counter-complainant, Rose Marie Tudor Kautz is hereby awarded an absolute divorce from the counter-defendant, George Robert Kautz upon the grounds of irreconcilable differences and she is hereby restored to all the rights and privileges of an unmarried person. It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement executed by the parties and submitted to the court is hereby approved by the court and made the judgment hereof in all respects.

Said agreement is more particularly in words and figures as follows:

BOOK 5831 PAGE 603

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GEORGE [illegible], CLERK
D.C.

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

GEORGE ROBERT KAUTZ Plaintiff	)	
VS.	)	NO. 94915
ROSE MARIE TUDOR KAUTZ Defendant	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the 24th day of September, 1980, by and between Rose Marie Tudor Kautz, hereinafter referred to as "Wife," and George Robert Kautz, hereinafter referred to as "Husband;"

W I T N E S S E T H :

WHEREAS, the parties hereto are now husband and wife, but have been living separate and apart since December 28, 1978, and said separation resulted from unhappy and irreconcilable differences between them; and,

WHEREAS, there is now pending in the Circuit Court of Davidson County, Tennessee, a divorce action styled Kautz v. Kautz, docket number 94915, wherein the husband is plaintiff and the wife is defendant; and,

WHEREAS, it is the desire of the parties, in the event a divorce is granted to either of them by a Court of competent jurisdiction, and in so far as they may be able to do so, to settle certain property rights between themselves;

WHEREAS, it is understood by both parties that the terms of such agreement as to the disposition of property of the parties is to be incorporated into the Final Decree, and that said agreement is a complete and full settlement of their property rights between them, so that any terms may be enforceable by contempt proceedings, if necessary.

This agreement is not intended, nor shall it be construed to be an agreement for divorce. Either party shall have the right to appear in Court and contest such action. It is agreed between the parties that this agreement may be submitted to the Court for approval and may be part of the Final Decree of divorce. Each party waives any right to apply to the Court for modification of this agreement prior to the Final Decree of divorce.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual agreements hereinafter contained that parties do hereby agree as follows:

1. That the parties are owners as tenants by the entirety of a tract or parcel of land located and known as 2405 Melbourne Drive, Nashville, Davidson County, Tennessee, and more particularly described as follows;

> Being lot NO. 291 on the Plan of Sunset View, Section 4, as of record in book 2854, page 63, Register's Office for said County. Said lot No. 291 fronts 110 feet on the southeasterly side of Melbourne Drive and extends back 229.4 feet on the northeasterly line and 152.8 feet on the southwesterly line to a dead line, measuring 119.15 feet thereon.
> Being part of the real property conveyed to Mercury Construction Company, a company composed of Martin, Harry and Joe Zeitlin, by deed from Herman McCallum, dated October 20, 1959, filed November 2, 1959, and recorded in bbok 2991, page 619, said Register's Office. This conveyance is made subject to a ten-foot easement for public utilities along the easterly and southerly lines of premises, 40-foot building setback line from Melbourne Drive and conditions of owners certificate, as shown on plan of record in book 2854, page 63, said Register's Office, restrictive covenants contained in an instrument of record in book 2752, page 594, said Register's Office, and to restrictive covenants contained in an instrument of record in book 2956, page 595, said Register's Office.

All right, title and interest to said homeplace shall be divested from the husband and the same shall be vested into the wife. The wife shall be responsible for any remaining mortgage on said property (either existing or to be obtained), and the husband shall be held harmless therefore.

2. The parties agree that for the tax year 1980, they shall file a joint Federal Income Tax return. If there is any refund due and owing the parties, the same shall be divided equally between them.

3. The wife shall receive all of the parties' furniture and household effects with the exception of such furniture as the husband now has in his possession, and all personal clothing and personal effects belonging to the husband.

4. The husband shall pay the wife as alimony the amount of Four Hundred, Fifty Dollars and 00/100 ($450.00 , per month for a period of twelve (12) months, and shall thereafter pay the amount of Three Hundred Dollars and 00/100 ($300,00), per month for an additional period of nine (9) years. The husband's obligation to pay alimony shall cease and terminate upon the wife's remarriage.

5. All right, title and interest in and to a 1977 Cutlass Oldsmobile automobile shall be divested from the husband and the same shall be vested into the wife. Any outstanding indebtedness on said automobile shall become the sole responsibility of the wife, and the wife agrees to hold the husband harmless therefore.

6. The husband is presently the owner of two insurance policies described as follows;

1.) Metropolitan Life Insurance Company
Policy Amount: $5,000.00
Policy No.: 22996457

2.) Aetna Life Insurance Company
Policy Amount: $100,000.00
Policy No.: ACC-335250

The husband shall continue both policies in full force and effect, with designation of beneficiares as follows;

1.) The wife shall be designated as primary beneficiary of Metropolitan Life Insurance Company, policy number 22996457. Said designation of beneficiary shall not be changed except in the event the wife shall predecease the husband.

2.) The wife shall be designated as primary beneficiary on Aetna Life Insurance Company, policy number ACC-335250 to an amount of proceeds sufficient to pay any remaining payments of alimony due under the terms and conditions of paragraph 5 of this agreement. The wife must be designated as beneficiary only to this extent and at the conclusions of the payment of all alimony as hereinbefore set out; the wife shall have no rigts to be designated as beneficiary, and all rights and incidents of the ownership of said policy including the right to designate beneficiary shall belong to the husband

free and clear of any claims by the wife.

7. The husband shall receive as his sole and separate property all 3M Stock owned by the parties, all Service Merchandise Stock owned by the parties, and a silver ingot collection. All right, title and interest in said shares of stock and property which the wife may have had, shall be divested from her and vested into the husband.

8. This agreement shall take effect immediately upon the signing of the same by the parties.

9. This agreement shall be governed by the laws of the State of Tennessee.

10. This agreement contains the entire agreement between the parties and there are no understandings, either expressed or implied, not specifically contained herein; that neither party shall have the right against the other growing out of the marital relationship if the same is not specifically provided for in this agreement.

11. Each party shall, at all times and from time to time hereinafter, take any and all steps to execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

12. It is understood and agreed by and between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation for any reason not herein stated. The provisions of this agreement and their legal effect have been fully explained to each of the parties, and each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the following have subscribed their names on the date indicated.

x George Robert Kautz
GEORGE ROBERT KAUTZ

DATE: 9/24/80

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Michael D. Noel, a Notary Public, in and for said County and State, the within named GEORGE ROBERT KAUTZ, with whom I am personally acquainted, and who acknowledged that he executed the foregoing agreement for the purposes contained therein, this the 24th day of September, 1980.

Michael D. Noel
NOTARY PUBLIC

My Commission Expires: April 22, 1984

Rose Marie Tudor Kautz
ROSE MARIE TUDOR KAUTZ

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Sneph E. Boslin Bass, a Notary Public, in and for said County and State, the within named ROSE MARIE TUDOR KAUTZ, with whom I am personally acquainted, and who acknowledged that she executed the foregoing agreement for the purposes contained therein, this the 5th day of November, 1980.

Sneph E. Boslin Bass
NOTARY PUBLIC

My Commission Expires: 1-15-83

It is therefore ORDERED, ADJUDGED AND DECREED that the real property of the parties located at 2405 Melborne Drive, Nashville, Davidson County, Tennessee is hereby awarded to the said Rose Marie Tudor Kautz to be hers absolute and in fee simple and any right, title or interest that the counter-defendant, George Robert Kautz has in and to the same is hereby divested from him and reinvested in the counter-complainant to be hers absolute and in fee simple. Said real estate is more particularly described in words and figures as follows:

> Being lot no. 291 on the Plan of Sunset View, Section 4, as of record in book 2854, page 63, Register's Office for said County. Said lot no. 291 fronts 110 feet on the southeasterly side of Melbourne Drive and extends back 229.4 feet on the northeasterly line and 152.8 feet on the southwesterly line to a dead line, measuring 119.15 feet thereon.
>
> Being part of the real property conveyed to Mercury Construction Company, a company composed of Martin, Harry and Joe Zeitlin, by deed from Herman McCallum, dated October 20, 1959, filed Nov., 2, 1959, and recorded in book 2991, page 619, said Register's office. This conveyance is made subject to a ten-foot easement for public utilities along the easterly and southerly lines of premises, 40-foot building setback line from Melbourne Drive and conditions of owners certificate, as shown on plan of record in book 2854, page 63, said Register's office, restrictive covenants contained in an instrument of record in book 2752, page 594, said Register's Office, and to restrictive covenants contained in an instrument of record in book 2956, page 595, said Register's Office.

It is therefore ORDERED, ADJUDGED AND DECREED that the counter-complainant is hereby awarded the household furniture and furnishings of the parties now in her possession with the exception of the personal property belonging to the husband to be hers absolute and in fee simple.

It is further ORDERED, ADJUDGED AND DECREED that the counter-defendant shall pay the counter-complainant the sum of $450.00 per month as alimony for a period of 12 months and thereafter he shall pay as alimony to the counter-complainant the sum of $300.00 per month for an additional period of nine (9) years from and after the execution of this agreement as incorporated herein.

It is further ORDERED, ADJUDGED AND DECREED that the counter-complainant shall retain her automobile as per the terms of the written property settlement agreement incorporated herein and in addition thereto the insurance policy shall be designated as prescribed

by the property settlement incorporated herein and heretofore made the judgment of the court.

It is further ORDERED AND DECREED that the counter-defendant shall retain as his sole and separate property the 3-M stock owned by the parties, the Service Merchandise Stock and the Silver ingot collection.

The counter-defendant shall pay the cost of this cause for all of which let execution issue if necessary.

JUDGE

Approved for Entry:

Attorney for Complainant & Counter-Defendant

Attorney for Defendant & Counter-Complainant

CERTIFICATE OF SERVICE

I certify a copy of the foregoing final decree has been mailed to the Hon. Mike Noel, Attorney for Counter-defendant on this the 11 day of Nov 1980.

ATTORNEY

3522 12/17 27.00- CHECK

mail
Rose Kautz
3405 Melbourne Dr.
Nash. Tenn
37214

BOOK 5831 PAGE 610

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IDENTIFICATION
DEC 17 9 35 AM '81
REGISTER
DAVIDSON COUNTY, TENN.

Minute Book 149C Page 2147

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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* GEORGE ROBERT KAUTZ *Plaintiff, and* ROSE MARIE TUDOR KAUTZ *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* 26th *day of* March *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, D. C.

Form #GR-117