MAP 73-1
PAR. 125

122B/1100

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

K. Loxley D.C.

BOOK 5910 PAGE 401

VICTORIA WOJTUSIK STINSON]

-vs-] NO. 81D-1326

CARLTON LEON STINSON]

FINAL DECREE

This cause came on to be heard on the 17th day of August, 1981 before the Honorable Benson Trimble, Judge, upon the original complaint for absolute divorce filed by complainant, personal service of process upon the defendant, default judgment being duly entered, submission to the Court for approval of a property settlement agreement which had heretofore been entered into by and between the parties, testimony of the complainant, statement of counsel and from the entire record in this cause. From all of which the Court finds that irreconcilable differences exist between the parties pursuant to Tennessee Code Annotated, §36-801, et seq., as amended 1977. It is therefore

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Victoria Wojtusik Stinson, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children born of this marriage and for the equitable settlement of any property rights between the parties, which agreement is incorporated as follows:

07/14 18.00- CHECK

7765

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by VICTORIA WOJTUSIK STINSON, hereinafter referred to as "Wife" against CARLTON LEON STINSON, hereinafter referred to as "Husband", under Docket No. 81D-1326, and

BOOK 5910 PAGE 402

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. That Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. Both Husband and Wife acknowledge that this Agreement shall be binding upon the parties, their heirs, executors and assigns and that this Agreement will not be modified by oral agreement or parole evidence.

3. That the absolute care, custody and control of the three minor children of the parties, to-wit: Brian Scott Stinson, Kara Lee Stinson and Michael Shane Stinson, will be awarded to the Wife, with the right of reasonable visitation reserved to the Husband.

4. Husband agrees to pay the sum of Five Hundred $500.00) Dollars per month as child support, said payments to be made directly to the Wife.

5. All right, title and interest which the Husband has in and to the real property of the parties located at 2409 Milton Drive, Nashville, Davidson County, Tennessee shall be divested out of him and the sole and exclusive ownership in said real property shall be vested in the Wife; however, Husband shall be awarded a lien against said real property in the amount of Five Thousand ($5,000.00) Dollars. Said lien shall be unenforceable until such time as the house is sold and shall bear no interest.

6. All right, title and interest which the Husband has in and to the household furniture, furnishings, appliances and personal property shall be divested out of him and the sole and exclusive ownership in said personal property shall be vested in the Wife.

7. The 1976 Buick automobile is awarded as the exclusive property of the Wife.

8. Husband is to maintain in full force and effect hospitalization insurance and life insurance for the benefit of the minor children until they attain their majority.

9. The parties agree to pay Wife's solicitor of record, Robert L. Jackson, a total attorney fee of $350.00, said fee to be due and payable on or before the date of the final hearing in this cause.

10. Husband agrees to pay the final court costs.

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 13 day of Aug, 1981 as to the Wife, and the 13th day of Aug, 1981 as to the Husband.

Victoria W. Stinson
WIFE

Carlton Lynn Stinson
HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named VICTORIA WOJTUSIK STINSON, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 13 day of Aug, 1981.

J. Ann Yates
NOTARY PUBLIC

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5910 PAGE 404

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named CARLTON LEON STINSON, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15th day of June, 1981.

NOTARY PUBLIC

My C. E. 1-22-82

It is further ORDERED, ADJUDGED AND DECREED by the Court that all right, title and interest which the defendant has in and to the real property of the parties located at 2409 Milton Drive, Nashville, Davidson County, Tennessee, and more particularly described as follows:

> Being Lot No. 17 on the Map of Highland View Subdivision, as of record in Book 1424, page 39, Register's Office for said County.
>
> Said Lot No. 17 fronts 70 feet on the westerly side of Warrenton Place and runs back between lines 195 feet on the north line and 173.9 feet on the south line to a dead line in the rear on which it measures 73 feet.
>
> Being the same property conveyed to Carlton L. Stinson and wife, Victoria W. Stinson by deed from James C. Stinson and wife, Betty Stinson, of record in Book 4710, page 457, Register's Office for Davidson County, Tennessee.

shall be divested out of him and the sole and exclusive ownership in said real property is vested in the complainant, Victoria Wojtusik Stinson. The defendant is awarded a lien against said real property in the amount of Five Thousand ($5,000.00) Dollars, said lien is unenforceable until such time as said real property is sold and is to bear no interest.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

JUDGE

8-21-81

APPROVED:

Robert L. Jackson
Sol. for Complainant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel.

This the 18 day of Aug 1981.

Robt L Jack

G9 9 6 0 8

RUSH

IDENTIF. REFERENCE

JUL 14 11 29 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 5910 PAGE 406

31D-1226 122B 1100

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* VICTORIA WOJTUSIK STINSON *Plaintiff, and* CARLTON LEON STINSON *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* 14th *day of* July *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117