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448/1112

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CLENN CHARLES BAUERNFEIND	)	
	)	
VS.	)	NO. 81D-873
	)	
ELLA V. BAUERNFEIND	)	
	)	

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86-10-15 K
86-10-14 Ki
86-10-18 KJ
86-10-10 KJ

FINAL DECREE

This cause came on for hearing on this the 26th day of January, 1982, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon original Complaint for Absolute Divorce filed by the Complainant, Charles Glenn Baurenfeind, personal service of process had upon the Defendant, Ella V. Baurenfeind, Answer and Counter-Complaint filed thereto, with the cause proceding to trial as an uncontested matter and with the Defendant herein desiring to withdraw her Answer and Counter-Complaint, submission of an Affidavit of the Complainant's testimony, submission to the Court of an Agreement as between the parties as to the division of their marital estate, statement of counsel and the entire record herein. From all of which the Court is of the opinion and finds as follows:

That the Defendant herein, Ella V. Baurenfeind, is hereby allowed to withdraw her Answer and Counter-Complaint filed herein, and the same is termed withdrawn and not before the Court.

It further appears from the affidavit of the Complainant, Charles Glenn Baurenfeind, that the parties hereto have differences in their marriage which cannot be reconciled.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Complainant, Glenn Charles Baurenfeind, is hereby awarded an absolute divorce from the Defendant, Ella V. Baurenfeind, and he is

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hereby restored to all the rights and priveleges of an unmarried person.

It is, further ORDERED and ADJUDGED by the Court, and the Court, affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights as between the parties. Said agreement is in words and figures as follows:

1. Husband to receive 1978 Ford Van and pay for.

2. Wife to have 1978 Ford and pay for.

3. Wife to have all household furnishings and fixtures.

4. Each to have own personal property.

5. Husband will pay Visa debt and wife will return Visa care to husband.

6. Each acknowledges $34,721.15 from sale of property and each will have no claim of said funds of the other.

7. Wife is to have all interest in property at 4005 Summit Ridge, Greenwood, Indiana.

8. Wife shall have balance on account owed by Roger Marshall for purchase of Duplex at 33 and 35 Sherman Drive, Indianapolis, Indiana.

9. Wife to have vacant lot of .40 acres at Rake Road, Indianapolis, Indiana.

10. Wife is to receive all payments of THREE HUNDRED AND FIFTY DOLLARS ($350.00) per month from sale of Duplex located at 1023 Janet and 185 Louis, Greenwood, Indiana.

11. Husband to have duplex at Lot #41 Chapelwood Section 2, Hermitage, Tennessee.

12. Husband to have Lots 44 and 45 located in Nashville, Tennessee.

13. Husband will have all interest in Lot #13, Section 1, Chapelwood and pay all debt owed thereon.

14. Wife shall resume her maiden.

15. Parties to divide paid up Prudential Life Insurance Policies.

16. Husband will pick up all personal belongings from wife's home within 30 days.

17. Parties will divide court cost.

18. Husband will deliver to his attorney--Property descriptions to all property--so that each may be set out in Final Decree.

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19. Each shall sign any document or paper in order to carry out the Terms of this Agreement.

20. Each shall be responsible for all debts of any type on the property that they receive under this Agreement.

/s/ Ella Johnson Baurnfeind 1/26/82

/s/ Jack Butler

/s/ Glenn Charles Baurnfeind 1/26/82

/s/ Seth Norman

It is,therefore, ORDERED, ADJUDGED and DECREED that the Complainant shall have the 1978 Ford Van to be his absolutely, free and clear of any claim of the other and any right,title,or interest thereto is divested out of the Defendant,and reinvested into the Complainant.

It is further, ORDERED, ADJUDGED and DECREED that the Defendant shall have the 1978 automobile to be hers absolutely, free and clear of any claim of the other , and any right,title, or interest thereto is divested out of the Complainant, and reinvested into the Defendant.

It is further, ORDERED, ADJUDGED and DECREED that the Defendant herein shall have all the household furniture and furnishings located at 4005 Summit Ridge, Greenwood, Indiana, to be hers absolutely and in fee, free and clear of any claim of the other, and any right, title, or interest thereto is divested out of the Complainant and reinvested into the Defendant.

It is further, ORDERED, ADJUDGED and DECREED that each shall retain their personal property,free and clear of any claim of the other.

It is ORDERED, ADJUDGED and DECREED that the Complainant shall pay the present balance on the Visa account and that the Defendant shall return said Visa

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credit card to the Complainant immediately.

It is further, ORDERED, ADJUDGED and DECREED that from the sale of real property each party acknowledges receipt of THIRTY-FOUR THOUSAND, SEVEN HUNDRED AND TWENTY-ONE DOLLARS and fifteen cents ($34,721.15) and each shall have no further claim of said funds from the other.

It is further, ORDERED,ADJUDGED and DECREED that the Defendant shall have all interest in the property located at 4005 Summit Ridge, Greenwood, Indiana, to be hers free and clear of any claim of the other and any right, title, or interest thereto is divested out of the Complainant and reinvested into the Defendant. Said property is better described as follows:

> A part of the South Half of the Southwest Quarter of Section 2, Township 14 North, Range 3 East of the Second Principal Meridian, more particularly described as follows:
>
> Beginning at a point on the east line of the south half of the Southwest quarter of said Section 2 which is 575.00 feet north of the southeast corner thereof; thence west parallel to the south line of said half quarter section 175.00 feet to a point; thence north parallel to the east line of said half quarter section 100.00 feet to a point; thence east parallel to the south line of said half quarter section 175.00 feet to a point on the east line of said half quarter section 100.00 feet to the place of beginning.
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> Being the same property conveyed to Glenn C. Bauernfeind and wife,Ella V. Bauernfeind,by Warranty Deed from Joe S. Driver, Jr. and wife, Pamela Kaye Driver, of record in Book 751, Page 1538, Register's Office for Marion County, Indiana.

It is further, ORDERED, ADJUDGED and DECREED that the Defendant shall have the balance on account owed by Roger Marshall for the purchase of the duplex at 33 and 35 Sherman Drive, Indianapolis, Indiana, to be hers free and clear of any claim of the other ,and any right, title, or interest thereto is divested out of the Complainant, and reinvested into the Defendant. Said property is better described as follows:

> Lot Numbered 61 in Long and Harlan's Cottage Home Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 10, page 87, in the Office of the Recorder of Marion County, Indiana.

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It is further, ORDERED, ADJUDGED and DECREED that the Defendant shall have the vacant lot composed of .40 acres at Rake Road, Indianapolis, Indiana, to be hers free and clear of any claim of the other,and any right, title, or interest thereto is divested out of the Complainant, and reinvested into the Defendant. Said property is better described as follows:

> Lot Numbered 43 in Fairview Heights First Section, a subdivision in Johnson County, Indiana, as per plat thereof recorded in Plat Book No. 7, page 42, in the Office of the Recorder of Johnson County, Indiana.

It is further, ORDERED, ADJUDGED, and DECREED that the Defendant shall receive all payments in the amount of THREE HUNDRED AND FIFTY DOLLARS ($350.00) per month from the sale of the duplex located at 1023 Janet and 185 Louis, in Greenwood, Indiana, to be hers free and clear of any claim of the other,and any right, title, or interest thereto is divested out of the Complainant, and reinvested into the Defendant. Said property is better described as follows:

> The west 1/2 of the following described real estate: A part of the North half of Section 29, Township 14 North, Range 4 East of the Second Principal Meridan, Johnson County, Indiana, described as follows:
>
> Commencing 115.64 feet West of the Northeast corner of the East half of the Northwest Quarter of said Section 29, measured on the North line thereof; said point also being on the West right of the way line of the Pennsylvania Railroad; thence South 17 degrees 02 minutes East on and along said right of way 1432.15 feet to the South line of Louis Drive; thence Westerly on and along said line of Louis Drive 210.00 feet to the place of beginning of this described tract; thence continuing Westerly on and along the said South line of Louis Drive 209.30 feet to the East line of Janet Drive; thence deflecting 90 degrees and 28 minutes left and running 112.00 feet on and along the said east line of Janet Drive; thence Easterly parallel to Louis Drive 209.30 feet thence North and parallel to Janet Drive 112.00 feet to the place of beginning.
>
> Said description is of record in Book number 053, page 705, Register's Office for Johnson County, Indiana.

It is further, ORDERED, ADJUDGED and DECREED that the Coggplainant shall have the duplex located at Lot #41, Chapelwood, Section 2, Hermitage, Tennessee, to be his free and clear of any claim of the other, and any right, title, or interest thereto is divested out of the Defendant and

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reinvested into the Complainant. Said property is better described as follows:

A certain tract or parcel of land in the 2nd Civil District of Davidson County, Tennessee, described as follows:

Being Lot #41, as shown on the plan of Chapelwood, Section 2, of record in Book 5200, page 83, in the Register's Office of said County, to which plan reference is here made for a more particular description of said lot.

Being the same property conveyed to Glenn C. Bauernfeind and wife,Ella V.Bauernfeind, by deed from Clifford O. Howard, Sr. of record in Book 5587, page 673, Register's Office for Wilson County, Tennessee.

It is further, ORDERED, ADJUDGED, and DECREED that the Complainant shall have the Lots #44 and 45, located in Nashville, Tennessee, to be his free and clear of any claim of the other, and any right, title, or interest thereto is divested out of the Defendant,and reinvested into the Complainant

Said property is better described as follows:

Land in Davidson County, Tennessee, being Lot No. 44 as shown on the Plan of Chapelwood, Section Two, of record in Book 5200, page 83, Register's Office for said County.

Said Lot No. 44 fronts 75.10 feet on the northerly side of Quail Drive and extends back 131.63 feet on its westerly line, 133.94 feet on its easterly line to a line in the rear which measures 83.60 feet.

Being the same property conveyed to Glenn C. Baurnfeind and wife,Ella Bauernfeind,by deed from Theodore H. Pailet, of record in Book 5603, Page 939, Register's Office for Davidson County, Tennessee.

Land in Davidson County, Tennessee, being Lot No. 45 as shown on the Plan of Chapelwood, Section Two, of record in Book 5200, page 83, Register's Office for said county.

Said Lot No. 45 fronts 65.00 feet on the northerly side of Quail Drive and extends back 131.63 feet on its easterly line, 151.89 on its westerly line to a break line in the rear which measures 100.95 feet.

Being the same property conveyed to Glenn C. Bauernfeind and wife,Ella Bauernfeind, by deed from Theodore H. Pailet,of record in Book 5626, Page 281, Register's Office for Davidson County, Tennessee.

It is further, ORDERED,ADJUDGED and DECREED that the Complainant shall have all interest in Lot #13,Section One as shown on the Plan of Chapelwood, Davidson County,

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Tennessee, and shall be his free and clear of any claim of the other, and any right, title, or interest thereto is divested out of the Defendant and reinvested into the Complainant. Said property is better described as follows: BOOK 5916 PAGE 592

> Land on Davidson County, Tennessee, being Lot No. 13 as shown on the Plan of Chapelwood, Section one, of record in Book 5210, page 29, Register's Office for said County to which plat reference is here made for a more complete description.
>
> Being part of the same property conveyed to Glenn C. Bauernfeind, and wife, Ella Bauernfeind, and Carl Harding and wife, Pauline Harding, by Deed from Theodore H. Pailet, of record in Book 5604, Page 416, Register's Office for Davidson County, Tennessee.

It is further, ORDERED, ADJUDGED and DECREED that the Defendant shall be restored to her maiden name so that her legal name shall be Ella V. Johnson.

It is therefore, ORDERED, ADJUDGED and DECREED that each party shall divide equally the paid-in-full Prudential Life Insurance Policies.

It is further, ORDERED, ADJUDGED and DECREED that the Complainant shall remove all of his personalty from the homeplace of the Defendant within 30 days of the signing of the property settlement agreement.

It is further, ORDERED, ADJUDGED and DECREED that the Complainant and the Defendant shall sign any and all documents necessary to satisfy the terms of their property settlement agreement.

It is further, ORDERED, ADJUDGED and DECREED that each party shall be responsible for all debts of any type presently existing on the real property that they were awarded pursuant to the settlement agreement.

It is accordingly ORDERED, ADJUDGED and DECREED that all parts and portions of the property settlement agreement incorporated herein are hereby approved by the Court and made the judgment hereof and in all respects and each of the parties hereto are specifically ORDERED to carry out the terms and conditions thereof, as the Court finds said agreement is a just and equitable agreement and is a fair

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and equitable distribution of the property and support rights of the parties and is approved in all respects.

The parties shall equally divide and pay the cost of this cause for all of which let execution issue if necessary.

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This the 23rd day of March, 1982.

Judge

APPROVED FOR ENTRY:

Seth Norman, Attorney for Complainant

Jack A. Butler, Attorney for Defendant

RUSH
IDENTIF. REFERENCE
JUL 28 3 48 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
H.O. 16 8 7

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been mailed to the Honorable Jack Butler, Attorney for Defendant, 11th Floor, First American Center, Nashville, Tennessee 37238, on this 15th day of March, 1982.

Attorney

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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* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Glenn Charles Bauernfeind *Plaintiff, and* Ella V. Bauernfeind *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* 13th *day of* Apr. *in the year one thousand nine hundred and* 82 *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117