7-8-80
408/1335,

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GLADYS LOIS BROWN COMPLAINANT	)	BOOK 5952 PAGE 152
VS.	)	No. 80D-347
STEPHEN HAROLD BROWN DEFENDANT	)	

May-96-13
Par .22

FINAL DECREE

This cause came on to be heard on this 19th day of June, 1980, before the Honorable Stephen North, Judge of the Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, the answer of the defendant, the testimony of Complainant, statement of Complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Complainant and the Defendant; and that the Complainant is entitled to an absolute divorce from the Defendant; wherefore, her Complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Complainant, Gladys Lois Brown, is hereby granted an absolute divorce from the Defendant, Stephen Harold Brown; that the bonds of matrimony heretofore existing between them be and the same hereby are absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by the parties and submitted to the Court be approved and made an order of this Court, as copied verbatim below:

80-08

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1980 JUN 10 PM 10:14
GEORGE L. ROOKER, CLERK

GLADYS LOIS BROWN)
Complainant)
vs.) D.C. No. 80D-347
STEPHEN HAROLD BROWN)
Defendant)

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D. Tucker

PROPERTY SETTLEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 1980, by and between Gladys Lois Brown (hereinafter called wife) and Stephen Harold Brown (hereinafter called husband):

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife; and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The parties agree that the wife shall have permanent custody and control of the parties' minor children, Stephen Harold Brown, II and Andrea Diane Brown.

2. Wife shall have the permanent care and custody of the minor children of the parties with the right and privilege of the husband to visit with and have the children with him as follows: reasonable visitation as agreed between the parties.

3. It is agreed that the husband shall pay to wife as child support $125.00; said payments to be made weekly, to be paid through the Circuit Court Clerk, 506 Davidson County Courthouse, Nashville, Tennessee 37201 beginning with the signing of this agreement.

4. It is agreed that the husband shall obtain and maintain life insurance on himself and shall maintain the minor children as beneficiaries. Said life insurance shall be in the amount of at least $20,000.00.

5. It is agreed that the wife shall obtain and maintain hospitilization and health insurance on the minor children of the parties .

6. Husband agrees to pay a pro rata share of any 1979 income tax deficiency. Said share is to be determined by taking the percentage of total taxable income each party's salary represented. Husband's share of the deficiency is to be the same percentage as his share of the taxable income.

7. In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the wife hereby waives alimony and her rights to support and maintenance by the husband.

8. Husband shall, by such documents as may be necessary and at husband's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto wife all of his right, title and interest in and to the home property now owned by them as tenants by the entireties and know as 433 Heney Drive, Davidson County, Tennessee and recorded in Book 5294, Page 399 in the Davidson County Register's Office. Husband agrees that all his right title and interest in said property shall be divested out of him and vested in Complainant by Court order at the final hearing of this cause. Wife shall assume and pay, in accordance with its terms, the existing mortgage held by Mercantile Mortgage Company and she shall indemnify and hold husband harmless from any and all liability in connection with said mortgage.

9. The parties agree that the wife shall be entitled to all right, title, equity and interest in the 1977 Chevette automobile; bearing serial number 1B68E8Y132466, and husband further agrees to execute all documents necessary to divest himself of his respective interest and vest it solely in the name of wife.

10. Wife agrees to assume full responsibility for the payment of the indebtedness due on said automobile and shall hold husband harmless on the same.

11. The parties agree that the husband shall be entitled to all right, title, equity and interest in the 1970 Maverick automobile; bearing serial number 0X91T244642, and wife further agrees to execute all documents necessary to divest herself of her respective interest and vest it solely in the name of husband.

12. Husband agrees to assume full responsibility for the payment of the indebtedness due on said automobile and shall hold wife harmless on the same.

13. It is agreed that husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold wife harmless on any and all debts secured by these accounts: all debts of the parties incurred during the marriage.

14. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by husband.

15. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both husband and wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

16. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures on this 19th day of May, 1980.

Gladys Lois Brown

GLADYS LOIS BROWN

Stephen Harold Brown

STEPHEN HAROLD BROWN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said GLADYS LOIS BROWN, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

Sharon G. Gladson 5/14/82
NOTARY PUBLIC

My Commission expires 9/17/85.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said STEPHEN HAROLD BROWN, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

Edward L. Hilliard
NOTARY PUBLIC

My Commission expires 1/18/82.

3. That all of the Defendant's right, title and interest in the home property located at 433 Heney Drive, Donelson, Davidson County, Tennessee and recorded in Book 5294, Page 399 in the Davidson County Register of Deed's Office, is divested out of Defendant and is vested solely in Complainant.

4. That all of the Defendant's right, title and interest in the 1977 Chevrolet Chevette automobile bearing serial # 1B68E8Y132466, is divested out of Defendant and is vested solely in Complainant.

5. That all of the Complainant's right, title and interest in the 1970 Maverick automobile, bearing serial # 0X91T244642, is divested out of Complainant and is vested solely in Defendant.

6. That the Defendant may claim the parties' two minor children as federal income tax exemptions.

7. That the costs of this action be taxed to the Defendant.

ENTER the 9th day of July, 1980.

Stephen Stark
JUDGE

APPROVED FOR ENTRY:

Mary Frances Lyle
MARY FRANCES LYLE
ATTORNEY FOR COMPLAINANT

Stephen Harold Brown
STEPHEN HAROLD BROWN
DEFENDANT

Edward L. Hiland
EDWARD L. HILAND
ATTORNEY FOR DEFENDANT

mail Gladys Brown 433 Henry Dr. 37214

H 1 3 2 6 9

IDENTIF. REFERENCE

Oct 19 3 51 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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* GLADYS LOIS BROWN, *Plaintiff, and* STEPHEN HAROLD BROWN, *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* 19th *day of* October *in the year one thousand nine hundred and* eighty-two *and in the* two hundred seventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By T. L. Rowland, *D. C.*

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