IN THE CIRCUIT COURT OF RUTHERFORD COUNTY, TENNESSEE

AT MURFREESBORO

BOOK 5952 PAGE 503

BETTY WINTON STEPHENSON,

Plaintiff,

VS.

WALTER HENNING STEPHENSON, II,

Defendant.

MAP 117-2
Par 72.15

CIVIL ACTION DOCKET NO. 17303

WAIVER OF VENUE AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on the the 16th day of September 1982, by and between BETTY KAY WINTON STEPHENSON, hereinafter referred to as "wife", and WALTER HENNING STEPHENSON, II, hereinafter referred to as "husband";

WITNESSETH

WHEREAS, irreconcilable differences have arisen between husband and wife, with the wife having filed a complaint for divorce against the husband in the Circuit Court of Rutherford County, Tennessee;

WHEREAS, the parties are desirous of settling all controversies in said divorce concerning the division of property, subject to the final approval of the Court wherein the divorce has been filed;

NOW, THEREFORE, in consideration of premises and of the mutual covenants and undertakings set forth, the parties as evidenced by the signatures hereto, covenant and agree as follows:

I.

It is understood and agreed between the parties that, as residents of Nashville, Davidson County, Tennessee, the parties, and particularly the Defendant, each herewith waive any objection to this matter being presented in the courts of Rutherford County, Tennessee, and affirmatively state that it is their joint desire that the matter be heard by the Circuit Court of Rutherford County, Tennessee. It is expressly understood and agreed that venue, and any defenses incident thereto, will be waived by the filing of this instrument in the Circuit Court of Rutherford County, Tennessee. Both Plaintiff and Defendant waive any right to object in the future to any hearing which may arise incident to the presentation or enforcement of any Final Decree of Divorce

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entered in the captioned matter.

II.

It is affirmed by each of the parties to this instrument that no minor children have been born of the marriage, and that none is expected.

III.

It is understood and agreed between the parties that the residence now jointly held as tenants-by-the-entirety, located at 3004 New Natchez Trace, Nashville, Tennessee, shall become the sole and exclusive property of the wife. All of the husband's right, title and interest in and to the following described tract of real estate is herewith divested from the husband and vested in the wife as sole and exclusive owner, upon incorporation by reference of this Property Settlement Agreement into the Final Decree of Divorce:

> Being a house and lot located at 3004 New Natchez Trace, Nashville, Davidson County, Tennessee, and being more particularly described as follows:
>
> Being Lot No. 14 of Block 6 on the map of Stokes Tract, as of record in Book 974, Page 24, of the Register's Office of Davidson County, Tennessee.
>
> Said Lot No. 14 fronts 75' on the easterly side of New Natchez Trace and extends back between lines, 159 feet on the northerly line and 173 feet on the southerly line, to a broken line in the rear, measuring 75 feet, more or less, thereon.
>
> The above property is the same realty transferred to the undersigned parties by Warranty Deed dated June 30, 1975, and which appears of record in Deed Book 4928, at Page 658 of the Register's Office of Davidson County, Tennessee.

IV.

It is understood and agreed between the parties that the wife shall, from and after the date of divorce, assume sole and exclusive responsibility for, and shall hold the husband harmless against, any remaining indebtedness owed on the above-described realty.

V.

All of the wife's right, title and interest in and to the following described item is herewith divested from the wife and vested in the husband as sole and exclusive owner:

(One) 1976 Sea Ray 22 foot boat, Model No. SRV 220-OV, Serial No. 76-220-OV-111, with Mercruiser motor, Serial No. 447-6834 and Moody Trailer, Serial No. 783295.

Both parties to this instrument acknowledge that the above-described boat is unencumbered.

The wife shall receive the Dodge Omni automobile and the husband shall receive the Ford Granada, both of which are unencumbered.

VI.

All of the husband's right, title and interest in and to all furnishings, appliances, lawn accessories, and any personalty of any nature whatsoever now located at 3004 New Natchez Trace, Nashville, Tennessee, is hereby divested from the husband and vested in the wife as sole and exclusive owner: Excepted from that conveyance are the personal effects and belongings of the Defendant, including law books, and any items of furniture received from the husband's family. It is acknowledged by both parties to this instrument that, as of the date of the final hearing, any items desired by the husband shall be removed from the premises and shall not remain thereon after the date of divorce.

VII.

Any minor debts of the marriage now pending shall be paid by the husband. No alimony shall be paid by the husband at this time, but the issue is expressly reserved in the event of a substantial change in circumstances for either party.

The parties herewith agree that separate income tax returns shall be filed for the tax year 1982, and that each shall hold the other harmless for any tax liability arising from the other's income.

VIII.

Court costs shall be paid by the husband.

IX.

The husband acknowledges receipt of a copy of the divorce complaint filed in the captioned matter on July 16, 1982, and expressly waives formal service of process. The husband acknowledges that the matter is scheduled for an ex-parte hearing on September 20, 1982.

The parties agree that this writing shall constitute a full, final and complete settlement of the property rights between them,

and unless set out in this agreement, each waives any and all further claims to such property in the divorce now pending between them.

This agreement is subject to the approval of the Court and shall be filed with the Court at the time of the hearing of this cause, and subsequently set out in the Final Decree of the Divorce or otherwise incorporated therein.

X.

The parties further agree that each shall in a timely fashion, upon request, execute any documents necessary in the furtherance of this agreement.

WITNESS OUR HANDS, on this the 16th day of September 1982.

Betty Kay Winton Stephenson
BETTY KAY WINTON STEPHENSON
Wife

W. H. Stephenson
WALTER HENNING STEPHENSON, II
Husband

Walter Henning Stephenson, II

STATE OF TENNESSEE ]
]
COUNTY OF DAVIDSON ]

Personally appeared before me, the undersigned Authority, and Notary Public, in and for the said County and State, the within-named BETTY KAY WINTON STEPHENSON, with whom I am personally acquainted and who acknowledged that she executed the foregoing (WAIVER OF VENUE AND PROPERTY SETTLEMENT AGREEMENT) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, on this the 16th day of September 1982.

Elaine Furlough
NOTARY PUBLIC

My Commission Expires: 2-24-86

STATE OF TENNESSEE ]
]
COUNTY OF DAVIDSON ]

Personally appeared before me, the undersigned Authority, and Notary Public, in and for the said County and State, the within-named WALTER HENNING STEPHENSON, II, with whom I am personally acquainted and who acknowledged that he executed the foregoing (WAIVER OF VENUE AND PROPERTY SETTLEMENT AGREEMENT) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, on this the 16th day of September, 1982.

Elaine Furlough
NOTARY PUBLIC

My Commission Expires: 2-24-86

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Mail
Ken Berger, Atty
301 N Spring St
Box 1647
Murfreesboro, Tenn
37130

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IDENTIF. REFERENCE

Oct 20 1 47 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

State of Tennessee, Rutherford County

The undersigned, Circuit Court Clerk of the said County and State, hereby certifies that the foregoing is a correct copy of the instrument filed in the foregoing case in the Circuit Court at Murfreesboro, Tennessee.

This 13th day of Oct 1982

ROBERT J. SUDDARTH, Clerk

Circuit Court Clerk

Patricia Heather, D.C.