45C/1972

BOOK 5960 PAGE 572

IN THE Fifth CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

O. Bayne D.C.

RANDALL HOWARD STOGNER, Plaintiff,	)	
vs.	)	NO. 82D 2637
PENELOPE ANN SMITH STOGNER, Defendant.	)	MAP 97-5 Par 6 Jd

FINAL DECREE

This cause came on to be heard on the 27 day of Oct, 1982, before the Honorable Walter C. Kurtz, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the parties having entered into a written and notarized Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff by written Interrogatories, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff be, and hereby is, awarded an absolute divorce from the defendant; that each party be restored to all the rights and privileges of an unmarried person; and that defendant retain the use of her name from a previous marriage, namely: Penelope Ann Mason.

A216 11/05 21.00- CASH

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Property Settlement Agreement be approved and ratified in full, and incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUCGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 27 day of Oct, 1982.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville Tn. 37219
Phone: 615/244-7706

cc: Ms. Penelope A. Stogner
c/o Ms. Kathryn Morrow
254 Mt. View Ave. Apt. #2
Dannville, Va. 24541

5th November 82

By Dottie Coker

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MD D.C.

RANDALL HOWARD STOGNER)
)
vs.) NO. 82D-2637
)
PENELOPE ANN SMITH STOGNER)

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 9th day of August, 1982, by and between RANDALL HOWARD STOGNER, hereinafter referred to as "Husband", and PENELOPE ANN SMITH STOGNER, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is a house and lot located at 3404 Green Ridge Drive, in Nashville, Davidson County, Tennessee, 37214, said real property being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 60 on the plan of Hickory bend, Section 7, as of record in Book 3600, page 29, Register's Office for said County.
>
> Said Lot No. 60 fronts 62.50 feet on the northerly side of Green Ridge Drive, and extends back between lines, measuring 104.53 feet on the easterly line and 170.0 feet on the westerly line, to a line in the rear on which it measures 100.00 feet thereon.

Being the same property conveyed to Jack B. Burkhart, Jr. and wife, Patricia W. Burkhart, by deed from Donald W. Dial and wife, Carolyn M. Dial, of record in Book 4429, page 239, Register's Office for Davidson County, Tennessee.

And being the same property conveyed to Randall H. Stogner and wife, Penelope Stogner, by Warranty Deed from Jack B. Burkhart, Jr. and wife, Patricia W. Burkhart, dated April 4, 1979, of record in Book 5417, page 125, Register's Office for Davidson County, Tennessee.

With regard to the above-described real property, the parties agree as follows:

(a) That the Husband herein shall have all right, title and interest in and to said real property; and the Wife hereby waives any right, claim, or interest she may have in and to said real property, effective with the granting of an absolute Divorce becoming final, pursuant hereto.

(b) That at the date of the purchase of said real property by the parties, and as a part of the consideration for same, the parties herein assumed and agreed to pay a certain Deed of Trust Note in favor of Security Pacific Mortgage Corporation, in the original principal amount of $42,750.00, as described in a certain Deed of Trust, as of record in Book 5402, page 328, Register's Office for Davidson County, Tennessee. The Husband hereby expressly assumes sole responsibility for the timely repayment of said mortgage indebtness due Security Pacific Mortgage Corporation, payable at the rate of $359.53 per month, principal and interest; and the Husband hereby releases the Wife with regard to any liability for repayment of said mortgage indebtedness.

(c) That the Husband also assumes sole responsibility for the timely repayment of any real estate taxes and homeowner's insurance, as well as all utility

expenses incident to the maintenance of said real property, and any expenses of upkeep.

(d) That the Wife agrees to sign any documents required in order to transfer or convey title to said real property solely to the Husband, or to a third party should the Husband later elect to sell said real property, should such documents ever become necessary.

2. The Husband shall have all right, title and interest in and to one (1) 1971 Ford LTD automobile, currently titled in the Husband's name, and the same being unencumbered.

3. Upon an absolute Divorce becoming final pursuant hereto, the Wife shall have all right, title and interest in and to one (1) 1975 AMC Hornet automobile, currently titled in the Husband's name, and the same being unencumbered. The Husband hereby agrees that he will sign any documents necessary in order to place title to said vehicle solely in the Wife's name, upon a divorce becoming final, and he agrees said vehicle shall be in driveable condition, including the tires.

4. All interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife, including all personal property she may have purchased during the parties' separation; except that the Husband shall also release to the Wife certain other items once the divorce has become final, to wit: one (1) Norelco microwave oven, one (1) washer and dryer, one kitchen table and chairs, and one television set belonging to the Wife's son by prior marriage,

and all other clothing and small personal items belonging to the Wife and her son by prior marriage. All said items shall be released upon the divorce becoming final and shall be transported by the Wife at her sole expense.

5. The parties hereby agree that, except as herein described, each party shall be solely responsible for the timely repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

6. The Wife shall have her prior married name restored to her use; namely: Penelope Ann Mason.

7. Both parties hereby agree that by signing this Agreement, they accept service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

8. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Randall Howard Stogner
RANDALL HOWARD STOGNER

Penelope Ann Smith Stogner
PENELOPE ANN SMITH STOGNER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, RANDALL HOWARD STOGNER, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 3rd day of August, 1982.

Kaye E Leggett
NOTARY PUBLIC

My commission expires:
May 5, 1985.

STATE OF Virginia)
)
COUNTY OF Danville) City

Personally appeared before me, a Notary Public in and for said State and ~~County~~ City, PENELOPE ANN SMITH STOGNER, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 9th day of August, 1982.

Judy C. McElheney
NOTARY PUBLIC

My commission expires:
May 2, 1983.

H 15958

IDENTIF. REFERENCE

NOV 5 9 41 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PAID

5th November 82

D. Coker