DONNA RACHEL LEVINE) IN THE FOURTH CIRCUIT COURT OF DAVIDSON

VS.)

SAMUEL BILLET LEVINE) COUNTY, TENNESSEE 123C/2119

FILED

1981 DEC 22 PM 2:34

GEORGE L. ROBERTS, CLERK

NO. 81D-2849

D.C. BOOK 5935 PAGE 290 104.16.57

FINAL DECREE

This cause came on for hearing on this the 14th day of December, 1981 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee upon the original complaint filed by Donna Rachel Levine, personal service of process had upon the defendant, Samuel Billet Levine, answer filed thereto, with the cause proceeding to trial as an uncontested matter in view of a written property settlement agreement executed by the parties and with the defendant requesting that his answer be withdrawn and with judgment by default entered herein, said cause proceeds as an uncontested matter upon the grounds of irreconcilable differences, testimony of the complaint submitted to the Court by interrogatories, statement of counsel and the entire record herein. From all of which the Court is of the opinion and finds as follows:

That from the testimony of the complainant through her interrogatories, it appears to the Court that the parties hereto in fact 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, Donna Rachel Levine is hereby awarded an absolute divorce from the defendant, Samuel Billet Levine and she is hereby restored to all the rights and privileges of an unmarried person, including that of her former name, to wit, Donna Rachel Sheridon. It is further ORDERED and DECREED that said divorce is awarded to the complainant upon the grounds of irreconcilable differences.

The Court further finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights as between them, and the agreement has been properly submitted to the Court for review and the Court finds that said agreement is fair and just and will be approved by the Court in all respects.

Said property settlement agreement executed by and between the parties is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into on this the 14 day of December, 1981 by and between DONNA RACHEL LEVINE hereinafter called the "WIFE" and SAMUEL BILLET LEVINE, hereinafter called the "HUSBAND";

WITNESSETH:

That whereas the parties are man and wife and serious marital difficulties have arisen between them with the wife having filed suit for absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee under Rule Number 81D-2849 and with the husband having filed an answer thereto, and now with the parties desiring to settle their rights and interests in and to the real and personal property of the parties, they have entered into the following agreement as evidenced by their signatures hereto.

THE PARTIES HERETO further desire that this agreement be incorporated into any decree which may be entered dissolving their marriage and that the same be approved by the Court.

NOW, THEREFORE, in consideration of the promises and the mutual benefits and promises hereinafter set forth, the wife and husband agree as follows:

1. The wife shall make application to the Court for a decree of absolute divorce upon the grounds of irreconcilable differences being one of the grounds charged in her original complaint filed in this matter.

2. The wife shall retain the homeplace of the parties located at 2002 Ashwood Ave., Nashville, Tennessee to be hers absolute and in fee simple subject to a lien in favor of the husband in the amount of $13,831.30 payable as follows:

a. The wife shall pay to the husband the sum of $2000.00 on the amount of $13,831.30 representing his monetary interest in the homeplace, within 60 days of the entry of the final decree of divorce in this matter.

b. The remaining balance of $11,831.30 shall be

paid by the wife at the rate of $250.00 per month at an interest rate of 12% per annum, with no penalty for pre-payment.

c. The husband shall have prepared an installment deed and note or deed of trust and note to secure his interest.

d. The wife shall have prepared a quit claim deed transfering the property to her subject to the first mortgage thereon on which the husband will be held harmless and thereafter she will execute the deed of trust to secure the lien of the husband for his interest in and to said property.

3. The wife shall pay to the parents of the husband the sum of ~~$1600.00~~ $1692.00 within thirty days of the entry of the final decree of divorce, said sum representing one-half of a debt due and owing said parties which the husband and wife will share equally.

4. The wife shall retain as her sole and separate property the household furniture and furnishings of the parties free and clear of any claim of the husband.

5. Each of the parties will retain their own automobile and other personal property free and clear of the claim of the other.

6. Neither party will make any further or other charges upon the credit of the other and neither party will make any further or other claim for support or alimony one against the other, from and after the execution of this agreement.

7. Each of the parties shall pay their own attorney fees and the Court costs will be assessed equally between the parties.

This agreement is subject to the approval of the Court in the event a divorce is granted to either party herein. However, in the event that no divorce is granted in this cause, then this agreement is of no force and effect.

If approved by the Court, then said agreement is a full, final and complete settlement of the parties' rights and

interests in and to the real and personal property of the parties and the same is entered into of their own free will and accord.

Anna Rachel Lowe
WIFE

Witness

Samuel B. Lowe
HUSBAND

Witness

It is accordingly ORDERED, ADJUDGED and DECREED that the said Donna Rachel Levine, to wit; Donna Rachel Sheridon, is hereby awarded the homeplace of the parties located at 2002 Ashwood Ave., Nashville, Tennessee to be hers absolutely and in fee simple, subject to the first mortgage thereon and subject to a lien in favor of the defendant in the principal amount of $13,831.30. Said real property is more particularly described in words and figures as follows and any right, title or interest that the defendant, Samuel Billet Levine has in and to the same other that his lien specifically retained herein, is hereby divested from him and reinvested in the complainant, Donna Rachel Sheridon, to be hers absolute subject to the first mortgage thereon and the lien herein created in favor of the defendant:

> A certain tract or parcel of land in Davidson County, Tennessee:
> BEING the easterly 60 feet of Lot No. 59 on the Revised plan of Geo. W. Blair's Subdivision of Belmont Heights, as of record in Book 332, Page 177, Register's Office for said County.
>
> Said part of Lot No. 59 fronts 60 feet on the northerly side of Ashwood Avenue and runs back between parallel lines 175 feet to an alley.
>
> Being the same property conveyed to Samuel B. Levine and Donna R. Levine from the Trustees of the Ashwood Church of Christ, by warranty Deed of record in Book 5526, page 100, Register's office, Davidson County, Tennessee.

It is further ORDERED and DECREED That the complainant shall pay to the defendant his lien on said real property by the terms of the property settlement agreement incorporated herein.

It is further ORDERED and DECREED that the debt due and owing the parents of the defendant shall be paid as specified in the property settlement incorporated herein.

It is further ORDERED and DECREED that the parties hereto will retain their furniture and furnishings and automobiles in their respective possession, free and clear of the claim of the other as specified in the agreement incorporated herein.

It is ORDERED and DECREED that the property settlement agreement incorporated herein is hereby approved by the Court and made the judgment hereof in all respects.

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The costs of this cause shall be equally assessed against parties hereto.

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This the 21 day of December, 1981.

JUDGE

ROVED FOR ENTRY:

Attorney for complainant

FILED

Attorney for defendant

IDENTIF. REFERENCE

H 27020

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

I certify a copy of this final decree of divorce has been led to the Hon. James H. Harris, III, attorney for the defendant on s the 14th day of December, 1981.

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* True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Donna Rachel Levine *Plaintiff, and* Samuel Billet Levine *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* January *in the year one thousand nine hundred and* Eighty-Three *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Barry, *D. C.*

Form #GR-117