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73-7-12 KS

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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GEORGE L. POOKER, CLERK
D.C.

DOROLYN M. NEWBERG §
Plaintiff, §
§
vs. §
§
JOHN ARTHUR NEWBERG, SR. §
Defendant, §
§

NO. 82D-3553

BOOK 5998 PAGE 120

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 14th day of January, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, in Nashville, Tennessee, by the original petition of the plaintiff, DOROLYN M. NEWBERG, personal service having been had on the defendant, JOHN ARTHUR NEWBERG, SR., on the 12th day of November, 1982, the rules of the Fourth Circuit Court having been complied with; Motion for Default Judgment having been filed and granted; the executed Support and Property Settlement Agreement by and between the parties tendered to the Court, stated of counsel and the entire record, and from all of which the Court is of the opinion that the plaintiff did satisfactorily sustain her grounds for divorce as alleged in the petition, and that the parties have irreconcilable differences and can no longer continue their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, DOROLYN M. NEWBERG, be and she is hereby decreed an absolute divorce from the defendant, JOHN ARTHUR NEWBERG, SR., and that the bonds of matrimony heretofore subsisting between them be, and the same are, forever dissolved and the parties are restored to the rights and priviledges of unmarried persons.

It is further appearing to the Court that the parties have entered into a Property Settlement Agreement, which agreement was submitted to the Court for approval and the Court does find that the Property Settlement Agreement is right and proper and is hereby approved, and each and every provision thereof is hereby made the decree of the Court and the Property Settlement Agreement is in words and figures as follows:

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IN THE FOU CIRCUIT COURT FOR DAVIDSON CO , TENNESSEE

DOROLYN M. NEWBERG

Plaintiff,

vs.

JOHN ARTHUR NEWBERG, SR.

Defendant,

FILED

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GEORGE L. ROOKER, CLERK

D.C.

NO. 82D-3553

BOOK 5998 PAGE 121

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 18th day of November, 1982, by and between DOROLYN M. NEWBERG, hereinafter referred to as "Wife," and JOHN ARTHUR NEWBERG, SR., hereinafter referred to as "Husband."

W I T N E S S E T H :

WHEREAS, the parties hereto are married and there has arisen between them irreconcilable differences; and the Wife has filed for divorce against the Husband, and the Husband has not filed any answer or any other pleadings in this cause, but said Husband desires this Court to grant Wife a divorce on the grounds of irreconcilable differences. The Court has lawful jurisdiction in this litigation in Davidson County, Tennessee, and,

WHEREAS, the parties have agreed to enter into this Property Settlement Agreement, and the same shall be incorporated into the Final Decree in the divorce action between the parties;

1. It is agreed between the Husband and Wife that the following real property located at 2842 McGavock Pike, Nashville, Tennessee 37214, be divested out of the Husband, JOHN ARTHUR NEWBERG, SR., a/k/a JOHN A. NEWBERG, SR., and into the Wife and Plaintiff in this cause, DOROLYN M. NEWBERG. The real property is described as follows, to wit:

> BEING Lot No. 316 on the Plan of Sunset View, Section Six, as of record in Book 2900, Pages 54 and 55, Register's Office, Davidson County, Tennessee.
>
> BEING the same property conveyed to William G. Caldwell, et ux Dianne C. Caldwell by deed from Leslie S. Ladd, Jr., et ux Mary K. Ladd as of record in Book 4821, Page 14, Register's Office, Davidson County, Tennessee.
>
> THIS conveyance is made subject to restrictions and easements of record in the Register's Office for said County

2. It is further agreed between the Husband and Wife that the mortgage executed by JOHN A. NEWBERG and DOROLYN M. NEWBERG as it pertains to the real property described in Paragraph 1 due and owing to Larry Weinberg, Trustee, for Realty Mortgage, Inc., shall be the primary responsibility of DOROLYN M. NEWBERG and said Plaintiff holds the said Husband, JOHN A. NEWBERG, SR., harmless of said debt.

3. It is further agreed between Husband and Wife that any right and interest that the Defendant, JOHN A. NEWBERG, SR., has in a 1981 Mercury Marquis

automobile, serial number 1MEBPA3F7BZ607125, be divested out of him and into the Wife, DOROLYN M. NEWBERG.

4. It is further agreed between the parties that the debt due and owing on said 1981 Mercury Marquis automobile, as in the above Paragraph, owed to Commerce Union Bank, shall be the primary responsibility of the Plaintiff, DOROLYN M. NEWBERG, and said Plaintiff shall hold Defendant, JOHN A. NEWBERG, SR., harmless of said debt.

5. It is agreed between Husband and Wife that the following charge accounts, represented by MasterCard number 5220 1020 16182823 and Visa charge account number 4126 016 322330 will be the primary responsibility of DOROLYN M. NEWBERG, and she will pay both of these debts and hold said husband, JOHN A. NEWBERG, SR., harmless of both said accounts.

6. It is further agreed between the parties that JOHN A. NEWBERG, SR., will pay the following account balances in MediCount number 4249674; Sears account number 6 90620 091460; Montgomery Ward account number 548-385-687; Cain-Sloan account number 141-2304-6F; Lane Bryant 056-061-500; Levy's account number 704 2000 14031 4 and the TWA account as balances may show as of the date of the execution of the Property Settlement Agreement herein.

7. It is agreed between the Husband and Wife that the following personal property be divested out of the Husband, JOHN A. NEWBERG, SR., and into Wife, DOROLYN M. NEWBERG: Kitchen/Den - Sears dishwasher - 1976 - model number 587761303; Sears Kenmore Range - 1972; Hotpoint Refrigerator - 1978 (approx.); Dinette Table with five (5) chairs; Oster Blender; G. E. Toaster; G. E. Food Processor; Sears Electric Can Opener; Sears Hand Mixer; Miscellaneous dishes, glassware, cannisters, pans; One (1) 3-shelf rolling table; Presto Fry Pan; Sofa; Rocking Chair; Recliner; Maple Bench; Two (2) Maple End Tables; Two (2) Table Lamps; One (1) Hanging Lamp; One (1) Telephone Table; One (1) Sears solid state 19" television; One (1) Wall Clock; One (1) Sears Radio; Two (2) Waste Baskets; (1) Magazine Rack; Miscellaneous Pictures & Paintings. Living Room/ Dining Room - Loveseat; Two (2) Upholstered Cahirs; One (1) Piano with Bench; One (1) Desk Chair; Two (2) End Tables; (1) Hummel Lamp; Four (4) Hummel figurines; One (1) 6 X 9 Rug; One (1) 9 X 12 Rug; Two (2) Music Boxes; One (1) Piano Lamp; One (1) Hanging Lamp; Miscellaneous Plants, Plant Stands and Pictures; Harvest Dining Table - Cherry; Six (6) Maple Dining Room Chairs; Two (2) China Cabinets; One (1) 9 X 12 Rug; Lenox China; International Sterling for 12; Three (3) pieces Orefors Glass; Imperial Crystal; Various pieces of Crystal and Glassware and China, including One (1) Meissen Vase; One (1) small Mahogany framed mirror; Miscellaneous

table linens; Family Picture Albums and Portraits, Guest Bedroom - Two (2) twin-size mattresses and Box Springs and frames (no headboards); One (1) small rocking chair; Two (2) small chests with drawers; One (1) 2-shelf book case; One (1) End Table; Two (2) small Bedroom lamps; Miscellaneous Pictures and paintings. Baughter's Bedroom - One (1) Double-size mattress, springs and frame; One (1) Bedside Table; One (1) Bedside lamp; One (1) antique sewing machine (Singer); One (1) Double Dresser with Mirror; One (1) Plant stand; One (1) Straight Chair; One (1) 6 X 9 Grass Rug. Master Bedroom - King-size mattress, springs, frame and headboard; One (1) Bedside Table, Two (2) Table lamps; One (1) Triple Dresser with Mirror; One (1) Exercise bicycle and Bed linens of all sizes in Hall Closet. Downstairs Den - Sixty-Five (65) Time-Life Classics (books); Approximately 1500 books; One (1) Stereo (Sound Design) 1980 with two (2) speakers; Six (6) Bookcases; Sixteen (16) bookshelves and standards; One (1) Typing Stand; Two (2) Handing Lamps; One (1) Table lamp; One (1) Reclining chair; One (1) Sofa; Two (2) Artist's Easels; One (1) 5' Antique Mirror; One (1) Round Table (Oak Veneer); Miscellaneous paintings and picutres and miscellaneous records and tapes. Son's Bedroom - King-size mattress and springs; Two (2) chest of drasers; One (1) Book case; One (1) Stereo stand; One (1) Stereo (Electrophonic) with Two (2) Speakers; One (1) Record Rack; One (1) Upholstered Chair; Two (2) card table chairs; One (1) Card Table; One (1) Press Bench with weights; One (1) Hanging lamp; One (1) Table Lamp, One (1) Hall Tree; Two (2) Ten-Speed bicycles; One (1) Waste basket; miscellanious records and tapes; Various sports gear; Various trophies. Sewing Room - One (1) Singer Sewing Machine (1971); One (1) ironing board; One (1) G. E. Iron; One (1) Chair, straight; Six (6) pieces ladies luggage; One (1) Steamer trunk; One (1) Clothes Hamper; One (1) Wooden File cabinet with drawers. Garage - One (1) Washing Machine - Kelvinator; One (1) Clothes Dryer - Sears Kenmore.

8. It is further agreed between Husband and Wife that the following personal property be vested out of Wife, DOROLYN M. NEWBERG, and into Husband, JOHN A NEWBERG, SR., as follows: One (1) Antique Desk (Drop Leaf Desk).

9. The Husband, JOHN A. NEWBERG, SR., agrees to pay to the Wife, DOROLYN M. NEWBERG, alimony and for her support, the sum of One Thousand and 00/100 ($1,000.00) Dollars per month, starting with Five Hundred and 00/100 ($500.00) Dollars on the 1st day of December, 1982 and Five Hundred and 00/100 ($500.00) Dollars on the 15th day of December, 1982 and Five Hundred and 00/100 ($500.00) Dollars on the 1st day and the 15th day of each month thereafter until December 15, 1984, at which time the monthly payments will be reduced to Seven Hundred and 00/100 ($700.00) Dollars per month for alimony and support and maintenance for DOROLYN M. NEWBERG, Wife. Further, the above designated payments should be paid through the Circuit Court for Davidson County, Tennessee.

WITNESS OUR HANDS and seal on the day and date first above written.

Sherry Lynn Fey
WITNESS

John P. Newberg
HUSBAND

Sherry Lynn Fey
WITNESS

Dorolyn M. Newberg
WIFE

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, JOHN ARTHUR NEWBERG, SR., shall pay the Court costs for which let execution issue, if necessary.

MURIEL ROBINSON, JUDGE
Fourth Circuit Court for Davidson County, Tennessee

APPROVED FOR ENTRY:

HERMAN O. LOEWENSTEIN
Attorney for Plaintiff
1200 Third National Bank Building
Nashville, Tennessee 37219
Phone: (615) 256-2642

RUSH
IDENTIF. REFERENCE
JAN 26 2 11 PM '83
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN
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CERTIFICATE

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce has been mailed to the defendant, JOHN ARTHUR NEWBERG, SR., at 4466 West Pine, Apartment E-2, St. Louis, Missouri 63108, and to the defendant in c/o Precision Microfilm Company, 9509 Grabois Road, St. Louis, Missouri 63123, this the 14 day of January, 1983.

HERMAN O. LOEWENSTEIN

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Docket No. 82D-3553 Minute Book 128B / page 1195

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* ~~xxxxxxxxxxxx~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* DOROLYN M. NEWBERG *Plaintiff, and* JOHN ARTHUR NEWBERG, SR. *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* 26 *day of* January *in the year one thousand nine hundred and* eighty-three *and in the* 207 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117