IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

147-6
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AREEDA H. SCHNEIDER)
)
)
-VS-) NO. 84028
)
)
HARVEY A. SCHNEIDER)

FINAL DECREE

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This cause came on to be heard on the 5th day of August, 1977, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee; upon the original petition filed in this cause, Default Judgment having been entered against the Defendant, statement of witnesses in open Court, statement of counsel representing plaintiff; and upon the entire record.

From all of which it appeared to the Court that the allegations of plaintiff's petition have been fully sustained by the proof; and that the plaintiff, Areeda H. Schneider, is entitled to an absolute divorce from the defendant on the grounds of cruel and inhuman treatment, and restored to all the rights and privileges of an unmarried person.

It further appeared to the Court that the parties have entered into a Property Settlement Agreement, to-wit:

"THIS AGREEMENT, made and entered into on this the 1st day of August, 1977, by and between AREEDA HOWELL SCHNEIDER, Plaintiff, and HARVEY ALAN SCHNEIDER, Defendant;

WITNESSETH:

WHEREAS, the parties were married on December 30, 1959, and resided together in that relationship until on or about August 1, 1976 in Davidson County, Tennessee when they separated; and,

WHEREAS, the parties wish to enter into the following agreement as a complete and final settlement with respect to all questions of alimony and a division of their marital estate.

It is, THEREFORE, in consideration of the premises, agreed and understood by and between the parties as follows:

1. That the Plaintiff, Areeda Howell Schneider, shall receive all right, title and interest to and in the real property owned by the parties located at 331 Timberdale Court, Nashville, Davidson County, Tennessee (particularly described in Exhibit "A") attached hereto and made a part of this Agreement. The Plaintiff will pay the monthly installments of $350.00 on said real property.

2. Plaintiff will receive all household furnishings, appliances and fixtures located in the home of the parties with the exception of the items specifically agreed upon between the parties that the defendant shall receive, to-wit: One 10 bedroom suite, three (3) chairs, lamps, all personal effects and miscellaneous items of furniture agreed upon by the parties that the defendant shall keep as his property.

3. The defendant, Harvey Alan Schneider, shall pay the plaintiff as child support for the two minor children of the parties, the sum of Two Hundred ($200.00) Dollars per month, together with sharing jointly with the plaintiff in paying for all clothing and medical expenses for the minor children of the parties. In addition the defendant agrees to pay any amounts needed for the education of the minor children of the parties.

4. The defendant shall keep in full force and effect the life insurance, wit the plaintiff, Areeda Howell Schneider, as the beneficiary, said insurance being Policy No. 35-073-499 with New York Life, on the life of the defendant.

5. The plaintiff, Areeda Howell Schneider, shall receive all right, title and interest to and in the 1972 Impala automobile that she is presently driving.

6. The defendant, Harvey Alan Schneider, shall pay all monthly installment payments owed by the parties, with the exception of the first mortgage payment of the residence of the parties which the plaintiff shall pay. Said obligations and debts are attached hereto and designated as Exhibit "B" to this agreement.

7. The plaintiff, Areeda Howell Schneider, shall receive the custody and control of the two minor sons of the parties, KENNETH ALAN SCHNEIDER and RANDALL JOSEPH SCHNEIDER, with reasonable visitation rights granted unto the defendant.

THIS AGREEMENT shall be binding upon the estate of the Plaintiff and the Defendant, their heirs, executors and personal representatives, and shall go into effect immediately upon the Plaintiff being granted an absolute divorce from the Defendant and shall be incorporated into the Final Decree of Divorce; provided the same is ratified and confirmed by the Judge trying the case.

IN WITNESS WHEREOF, we have hereunto set our hands at Nashville, Tennessee, this the 1st day of August, 1977.

SIGNED: AREEDA HOWELL SCHNEIDER

SIGNED: HARVEY ALAN SCHEIDER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Jneall J. Watson, a Notary Public, in and for said County and State, AREEDA HOWELL SCHNEIDER and HARVEY ALAN SCHNEIDER, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office at Nashville, Tennessee, this the 1st day of August, 1977.

SIGNED: Jneall J. Watson
Notary Public

My commission expires: 1-31-81.
SEAL

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EXHIBIT "A"

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BEING Lot No. 110 on the Plan of Caldwell Country Estates, Section 2, as of record in Book 2663, page 128, Register's Office for Davidson County, Tennessee.

SAID Lot No. 110 fronts 197 feet on the southerly side of Timberdale Court and extends back 165.2 feet on the easterly line and 243.2 feet on the westerly line to a dead line measuring 210.5 feet thereon.

BEING the same property conveyed to Harvey A. Schneider and wife, Areeda H. Schneider, by deed from Talmadge C. League and wife, Barbara H. League, of record in Book 4948, page 173, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Installment Notes Owed To:

United American Bank	$250.00 monthly
1st American National Bank	100.00 monthly
Commerce Union Bank	105.85 monthly
Commerce Union Bank (2nd mortgage)	227.28

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the Plaintiff, Areeda Howell Schneider, be and she is hereby granted an absolute and final divorce from the defendant, Harvey Alan Schneider, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all the Husband's right, title and interest in and to the real property more fully described in the Property Settlement Agreement shall be divested out of him and vested in the Wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement entered into by the parties is ratified and confirmed, and made the order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Order of Dismissal heretofore entered be and the same is set aside and the complainant is further allowed to file this Decree, nunc pro tunc.

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The costs of this cause are adjudged against the defendant, for which let execution issue, if necessary.

BENSON TRIMBLE, JUDGE

Enter nunc pro tunc as of 8/5/77

APPROVED FOR ENTRY:

William D. Castleman
Attorney for Complainant

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DAVIDSON COUNTY

IDENTIF. REFERENCE

C E R T I F I C A T I O N

I hereby certify that I have mailed a copy of this Final Decree to the Defendant, Harvey Alan Schneider, Apt. #407, Country Place, Nashville, Tennessee 37211, on this 20th day of February, 1979, and to the Plaintiff, Areeda Howell Schneider at 331 Timberhill Drive, Nashville, TN 37211, on this 20th day of February, 1979.

William D. Castleman

STATE OF TENNESSEE

I, **GEORGE L. ROOKER**, *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* Fifth *day of* August, 19 77, *in Case Number* 84028 *between* Areeda H. Schneider *Plaintiff, and* Harvey A. Schneider *Defendant, as same remains of record in Book* 105B, *Page* 1009-A *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 7th *day of* November *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

CIRCUIT COURT OF DAVIDSON COUNTY

GEORGE L. ROOKER, *Clerk,*

By Vicky Allen *D.C.*

Form #GR-117