122B/1351

FILED

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE,
AT NASHVILLE

1981 MAR 27 AM 11:15
GEORGE L. ROOKER, CLERK

DONALD EDWIN STOLL,
Plaintiff,
VS.
KATHERINE M. BOZICK STOLL,
Defendant.

dp D.C.

File No. 98752

158-7
Par 24 Is

FINAL DECREE OF DIVORCE BOOK 6730 PAGE 716

This civil action came on to be heard in open Court March 27, 1981, before the Honorable ~~Harry B. Lester,~~ William Wadkins, Special Judge of the Second Circuit Court for Davidson County, Tennessee, upon the Complaint of Donald Edwin Stoll for an absolute divorce from the Defendant, Katherine M. Bozick Stoll; and upon the testimony of the Plaintiff, the statements of counsel, and the entire record of the case, it appeared to the Court that on November 14, 1979, the parties entered into a Property Settlement Agreement which they executed in the presence of a Notary Public, who acknowledged their signatures; that this civil action was filed on November 15, 1979; that there were no children born of this marriage; that the parties have such irreconcilable differences as to prevent them from continuing their marriage relationship as husband and wife; that they have complied with all the provisions of Tennessee Code Annotated, Section 36-801 (II), by having made adequate and sufficient provisions by written agreement for the equitable settlement of all property rights between the parties; that the Plaintiff be granted an obsolute divorce from the Defendant; and that the Property Settlement Agreement should be approved by the Court and incorporated into its decree and made a part hereof.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Plaintiff, Donald Edwin Stoll, be, and he is hereby, granted an absolute divorce from the Defendant, Katherine M. Bozick Stoll, and that the Plaintiff should be, and is hereby, restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED, and DECREED by the Court that the following Property Settlement Agreement, which was filed with the Court as an exhibit to the testimony of the Plaintiff, be, and is hereby, approved by the Court as its decree as surely and completely as though each and every item had been separately adjudicated herein and ordered, to-wit:

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into, this the 14th day of November , 1979, by and between DONALD EDWIN STOLL, a resident of Davidson County, Tennessee, (hereinafter identified by the term, "Husband") and KATHERINE M. BOZICK STOLL, a resident of Davidson County, Tennessee, (hereinafter identified by the term, "Wife").

W I T N E S S E T H :

WHEREAS, the parties were married on September 23, 1967, and there has been no issue of their marriage; and

WHEREAS, certain differences have arisen between the parties which are irreconcilable, and the parties have concluded that they can no longer continue in the marriage relationship as husband and wife; and

WHEREAS, the parties have accumulated an estate, consisting of one parcel of improved real property and certain personal property, and have discussed in detail all their financial and property interests and are fully aware of what constitutes their estate as it relates to each of them; and

WHEREAS, the parties desire to determine and settle their property and financial rights, including all rights of support and maintenance, all rights arising upon the death of a spouse, and all other rights of whatever description existing between the parties arising out of the marital relationship, fully, finally, and forever.

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, including the consideration hereinafter set out, the parties agree that upon a decree of absolute divorce incorporating this Agreement becoming final:

1. Husband shall transfer to Wife all of his right, title, and interest in and to a 1975 Mercury automobile now owned by the parties and shall be solely responsible for the payment of any and all indebtedness to the Chrysler Credit Corporation secured by lien against said automobile; and Wife shall transfer to Husband all of her right, title, and interest, if any, in and to a certain 1973 Chevrolet Camaro automobile, free of any claim by her.

2. All of the Wife's right, title, and interest in and to their jointly owned real property located at 1838 Cromwell Drive, Nashville, Davidson County, Tennessee, shall be divested out of her, and the same shall be vested in Husband in fee simple, but Wife shall retain a lien upon said real estate to secure the receipt of one-half of the net proceeds---after deduction of all costs and expense of sale, including, but not limited to, mortgage points, realty commissions, title policy premiums, prorated real property taxes, and other such usual costs incident to the sale of real property---received upon the sale of said improved real property by Husband, said property being more particularly described, to-wit:

LAND in Davidson County, Tennessee, being Lot No. 16 on the Plan of Forrest Trails, as of record in Book 3700, pages 24 and 25, said Register's Office.

SAID Lot No. 16 fronts 170 feet on the southeasterly margin of Cromwell Drive, and runs back 476.8 feet on the southwesterly line and 355.6 feet on the northeasterly line, to a broken line, measuring 383.10 feet thereon.

BEING the same property conveyed to Donald E. Stoll and wife, Katherine M. Stoll, by deed from David J. Candish and wife, Jessie Patricia Pinder Candish, as of record in Book 5248, page 108, Register's Office for Davidson County, Tennessee.

As between the parties, the proceeds received from the sale of the said real property by each party shall be deemed as alimony in solido transfer and, as such, neither taxable nor deductible by either party, but each party shall be separately responsible for the payment of his and her share of any taxes due the Internal Revenue Service for any capital gains tax liability incurred by the individual party as the result of the sale of said realty to a third party. Husband shall sell said real estate for the highest and best offer received within six (6) years from the date of the parties' divorce decree becomes final.

3. Each party shall pay his and her own separate debts and shall be individually responsible for any new debts incurred after the date of their separation on November 6, 1979.

4. Wife releases, remises, and quitclaims to Husband all of her right, title, and interest, if any, in and to his business assets, including, but not limited to, the assets of Stoll Architects, Stoll/Reed Architects, Inc., and D S A Designs, Inc.; and Wife shall have no liability whatsoever for the debts of the aforesaid business entities.

5. There shall be no periodic payments of alimony, support, or maintenance, from one party to the other, the very essence of this Agreement being that each party is fully capable of supporting himself and herself.

6. The personal property, household furniture and furnishings, and all other articles of personal property, excepting items specifically mentioned elsewhere in this Agreement, shall be divided between the parties as indicated on the schedule marked "Exhibit 'A'," attached hereto, and incorporated herein by reference, and Husband shall pay the costs of transporting Wife's said property by commercial moving company to such location on the West Coast as designated by Wife. Each party shall retain his and her own personal clothing and effects.

7. Each party shall, from time to time, at the request of the other party, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

8. This Agreement contains the entire understanding between the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

9. Any modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of the provisions of this Agreement shall not be constituted as a waiver of any subsequent default of the same or similar nature.

10. This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

11. If any provisions of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

12. Husband shall bear and pay all attorney's fees and court costs incident to the prosecuting of the absolute divorce contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterpart copies, each of which shall be deemed an original, on this the 14th day of November, 1979.

/s/ Donald Edwin Stoll
DONALD EDWIN STOLL

/s/ Katherine M. Bozick Stoll
KATHERINE M. BOZICK STOLL

ACKNOWLEDGMENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) ss:

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Donald Edwin Stoll and Katherine M. Bozick Stoll, the bargainors, who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 14th day of November, 1979.

/s/ Rollie L. Woodall
NOTARY PUBLIC

(Seal affixed here)

My Commission Expires: 5 July 1981.

EXHIBIT "A"

WIFE	HUSBAND
Dining Room table, chairs and buffet Brown Settee	All living room furniture
Sewing table and chair	Master bedroom furniture
Sewing machine	Guest bedroom furniture
Sewing & craft items	Hummels-divide
Dresser (odd)	Dansk China
Vanity chair	French Crystal
Round bedside table	Porcelain & crystal mug collection
Dropcloth & matching shams	Pewter mug collection
Ega Rya Rug	Silver goblets
Loose linens & towels-divide	Family Bible
Loose kitchen items-divide	Family plates & Collection
Christmas ornaments-personal	Crystal beer glasses
Manger Set	Steak knives
Personal China and Crystal	Old Hickory cutlery set
Hummels-divide	One warming tray
Personal paintings & pictures	Linens-divide
Personal slides & projector	Loose kitchen items-divide
Ricoh Camera	Personal paintings & art work
Large color portable T.V.	Stereo
Wok	Tape deck
Iron & small ironing board	Record collection
Wicker headboard	All loose radios
Piano	Cassette recorders
Laundry rack	Tape collection
Trunk	G.E. Color T.V. & stand
Eureka canister vacuum cleaner	Toaster
One warming tray	Norelco Coffee Pot
Cutco kitchen set	Broiler Oven
Silver	Refrigerator
Two small speakers	Washer & Dryer
Personal records	Gas range
Personal books	Kitchen table & chairs
Melita Coffee pot	Personal slides
Wine rack (one portion)	Canon camera
	Large upright vacuum cleaner
	All household tools & hardware
/s/ Katherine M. Stoll	Model collection
WIFE	Stamp & cover collection
	Floor & table lamps
	Personal books
	/s/ Donald Stoll
	HUSBAND"

ENTER, this the 27 day of March, 1981. BOOK 6730 PAGE 721

HARRY S. LESTER, Judge

APPROVED FOR ENTRY:

ROLLIE L. WOODALL
213 Third Avenue, North
Nashville, Tennessee 37201
615/254-3446

Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing Final Decree of Absolute Divorce has been served upon the Defendant, Katherine M. Bozick Stoll, by placing the same in the United States mail addressed to her C/O Bigelow, 2630 Tulip Tree Lane, Santa Clara, California 95051, with sufficient postage prepaid thereon to carry the same to its destination, this the 27th day of March, 1981.

ROLLIE L. WOODALL, Attorney

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IDENTIFICATION REFERENCE

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FELIX P. MCCONNELL
REGISTER
DAVIDSON COUNTY, TN

Nashboro Architects
Don Stoll - PERSONAL
1101 West End Ave
37203

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* Second *Circuit Court for Davidson County, Tennessee, on the* 27th *day of* March, *19* 81, *in Case Number* 98752 *between* Donald Edwin Stoll *Plaintiff, and* Katherine M. Bozick Stoll *Defendant, as same remains of record in Book* 122B, *Page* 1351 *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* 9th *day of* December *in the year one thousand nine hundred and* Eighty- Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By s/ Lattie Coker, *D.C.*

Form #GR-117