2-9-78

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Book 3402 Page 265

134-13-078

CHARLES L. STONER 1 & 2	)	IN THE SIXTH CIRCUIT COURT FOR
	)	
	)	DAVIDSON COUNTY, TENNESSEE
VS.	)	
	)	
	)	
JEAN MOSS STONER 1 & 2	)	NO. 88158

BOOK 6890 PAGE 776

DECREE

This cause came on to be heard this 6th day of February, 1978, before the Honorable James M. Swiggart, Judge, on the complaint of plaintiff, Jean Moss Stoner, as amended, answer and cross-complaint of defendant, Charles L. Stoner, oral testimony, and exhibit, from all of which the Court finds that irreconcilable differences have developed between the parties, and that it is in their best interest that a decree of absolute divorce be entered.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the bonds of matrimony uniting plaintiff and defendant be, and the same are hereby, perpetually and forever dissolved. Plaintiff is hereby restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court that the parties have entered into a binding property settlement agreement, and that it should be ratified and approved by the Court. It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that said property settlement agreement between the parties, a copy of which is attached hereto and hereby made a part of this decree, be, and the same is hereby ratified and approved.

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FELIX Z. MILLSAPS III REGISTER
DAVIDSON COUNTY, TN

IDENTIFI REFERENCE

11867

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 6th day of February, 1978, by and between JEAN MOSS STONER, First Party, and CHARLES L. STONER, Second Party;

W I T N E S S E T H :

WHEREAS, the parties hereto are husband and wife, but because of unhappy differences have been living separate and apart for many months prior hereto; and,

WHEREAS, there is pending in the Sixth Circuit Court of Davidson County, Tennessee, a cause in which each party is seeking an absolute divorce from the other, and in furtherance thereof, the parties desire to amicably settle all of their property rights between them without judicial assistance.

NOW, THEREFORE, in consideration of the premises, the parties hereto have agreed as follows:

(1) Second Party will pay to First Party the sum of Seventy-five Dollars ($75.00) per month, beginning on the 15th day of February, 1978, and like sum on the like date of each succeeding month thereafter until her death, remarriage, or unless terminated as hereinafter set out.

(2) Second Party does by these presents transfer and deliver unto First Party all of his interest of every kind in the furniture and furnishings located in the home of the parties at 257 Eisenhower Drive, Nashville, Tennessee.

(3) Second Party will make all payments of every kind which are secured in any way by the home of the parties at 257 Eisenhower Drive, a more particular description of which is as follows:

Being Lot No. 165 on the Plan of Kenilworth Estates, Section 4, as of record in Book 3300, Pages 34, 35, and 36, Register's Office for Davidson County, TN.

Said Lot No. 165 fronts 70 feet on the southerly side of Eisenhower Drive and extends back 193.5 feet on the westerly line and 210.7 feet on the easterly line to a dead line, which is a broken line, measuring 64.1 feet.

Being the same property conveyed to Charles L. Stoner, et ux, by deed of record in Book 3402, Page 265, Register's Office for Davidson County, Tennessee.

(4) It is understood and agreed by the parties, as evidenced by their respective signatures hereto, that in the event they are subsequently divorced by a decree of an appropriate court, same shall in no way affect their rights of survivorship in the above described parcel of real estate; that is, they shall continue to own said property as joint tenants with the right of survivorship, but the right of use and occupancy thereof shall be vested in First Party alone.

(5) It is further understood and agreed that after Second Party has made all required payments to remove from said parcel of real estate all liens and encumbrances of every kind existing as of this date, he shall convey his interest therein to First Party. At said time, or at the time when the payments on the purchase money deed of trust would normally be completed, Second Party shall be obligated to make no more monthly payments of $75.00, whichever occurs later. Second Party shall have no obligation to maintain the improvements on said parcel of real estate or to pay property taxes on same.

(6) First Party does hereby transfer and deliver to Second Party all her interest in the antique clock in the home of the parties.

(7) Second Party shall pay to O. B. Hofstetter, Jr., solicitor for First Party, the sum of $250.00 as partial payment for services to her in this cause.

(8) Upon the consummation of the terms and provisions hereof, and as long as payments are being faithfully made by Second Party, the parties hereto are forever released and discharged from all other obligations arising out of their marital status, including maintenance, support, and alimony.

Witness our hands the day and date first above written.

Jean Moss Stoner

Jean Moss Stoner

FIRST PARTY

Charles L. Stoner

Charles L. Stoner

SECOND PARTY

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Eunice Miller, a Notary Public in and for said County and State, the within named Jean Moss Stoner, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 6th day of February, 1978.

Eunice Miller

Notary Public

My commission expires:

October 18, 1981

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, William H. Cameron, a Notary Public in and for said County and State, the within named Charles L. Stoner, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of February, 1978.

William H. Cameron
Notary Public

My commission expires:

10-18-81

The costs of this cause are taxed against the defendant, and execution or other extraordinary process will issue as needed to enforce the collection of said costs and the terms and provisions of said property settlement agreement.

APPROVED FOR ENTRY:

O.B. Hoylestetter Jr
Attorney for Plaintiff

Thomas C. Brinkley
Attorney for Defendant

Enter This 9th Day of Feb, 197 8

JUDGE

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* Sixth *Circuit Court for Davidson County, Tennessee, on the* Ninth *day of* February, *19* 78, *in Case Number* 88158 *between* Charles L. Stoner *Plaintiff, and* Jean Moss Stoner *Defendant, as same remains of record in Book* 21C, *Page* 1957 *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* 5th *day of* June *in the year one thousand nine hundred and* Eighty-Six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Sears, *D.C.*