mm/t
148-9-36 JL 43B/982

FILED

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1981 SEP 18 PM 3:22

GEORGE L. ROONEY, CLERK

Vick D.C.

SANDRA A. STAMPS]
]
VS] NO: 81D-592
]
DONALD WAYNE STAMPS]

ORDER

BOOK 7005 PAGE 77

This cause came on to be heard on the 17th day of September, 1981, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the statement of counsel for the Plaintiff, testimony of the Plaintiff, and the entire record, from all of which the Court affirmatively finds that:

1. That the Plaintiff should be granted an Absolute Divorce from the Defendant on the grounds of Irreconcilable Differences.

2. The Property Settlement Agreement entered into by the parties makes adequate and sufficient provisions for the custody and maintenance of the parties children, and makes an equitable settlement of all property rights between the parties, and should be made a part of this Order.

It is, therefore, ORDERED, ADJUDGED AND DECREED, that the Plaintiff is herein granted an Absolute Divorce from the Defendant on the grounds of Irreconcilable Differences and restored to all the rights and privileges of an unmarried person.

It is, further ORDERED, that the Property Settlement Agreement entered into by the parties makes adequate and sufficient provisions for the custody and maintenance of the parties children, and makes an equitable settlement of all property rights between the parties, and is incorporated into this Order by reference.

It is, further ORDERED, that the cost of this cause be taxed to the Defendant, for which execution may issue if necessary.

ENTERED THIS 17th day of September, 1981.

JUDGE

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

1981 SEP 17 AM 10:05

GEORGE L. ROOKER, CLERK

SANDRA A. (SAWYER) STAMPS]
]
Plaintiff]
]
VS.]
]
DONALD WAYNE STAMPS]
]
Defendant]

NO: 81D-592

D.C.

BOOK 7005 PAGE 78

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into by and between SANDRA A. STAMPS, hereinafter referred to as "Wife", and DONALD WAYNE STAMPS, hereinafter referred to as "Husband".

WHEREAS, irreconcilable differences have arisen between the parties and is now evident that their chances of ever living together again as Husband and Wife are remote, and,

WHEREAS, the parties hereto are desirous of settling all controversies between them concerning child custody and support of the minor child, and division of jointly and individually owned property;

NOW, THEREFORE, the parties agree as follows:

1. That the Wife is to have custody of the couple's minor child with reasonable and liberal visitation privileges vested in the husband.

2. That the Husband is to pay to the Wife, Forty Dollars and 00/100 ($40.00) per week as child support.

3. That the Wife is to receive the home of the parties located at 3812 Barlow Drive, Nashville, Tennessee and agrees to indemnify and hold the Husband harmless as to the first mortgage owed on the home to the Chamberlin Company and a second mortgage owed to Mr. Eli E. Sawyer.

4. That the Wife is to assume sole responsibility and pay the debts owed to Catherine's Clothing Shop and The Citizens Bank of Cookeville, Tennessee.

5. That the Husband is to assume sole responsibility and pay the debts owed to Sears and the Cain-Sloan Company

6. That the Wife is to receive all of the household furnishings now located at 3812 Barlow Drive; Nashville, Tennessee.

7. That the Husband is to receive, a Shotgun, his tools, extension cords, tool boxes, his military clothing and his personal belongings.

8. That the Wife is to receive sole title to the 1971 Dodge automobile.

9. That the Husband is to receive sole title to the 1971 Chevrolet automobile.

10. That the Husband shall pay the Wife's Attorney fee of $200.00, which shall be paid within six (6) months from the date of this Agreement, for which execution may issue if necessary.

11. That the Husband shall pay one-half (1/2) of the $600.00 Promissory Note owed to Mr. and Mrs. Eli E. Sawyer within six (6) months from the date of this Agreement, for which execution may issue if necessary.

12. That the Husband shall maintain hospitalization insurance on the minor child and in the event any medical or dental expenses are not covered by said insurance, the parties shall each pay one-half (1/2) of the medical or dental expenses not covered by the parties' insurance.

13. That the Husband shall maintain a Ten Thousand Dollar ($10,000.00) life insurance policy on the minor child, for the benefit of the minor child.

14. That the cost of these proceedings shall be paid by the husband for which execution may issue if necessary.

15. That the Wife shall have the right to claim the child as a deduction on her taxes.

THIS AGREEMENT, if and when approved by the Court having jurisdiction of this cause, may be incorporated in any decree of divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement of any and all claims or demands arising between the parties which either party may now have or which might accrue to either in the future, except as herein otherwise provided, including support, maintenance, alimony, dower, homestead, inheritance or any other interest or demand which might be otherwise asserted by either party against the other or against the property or estate of the other.

This Agreement shall not be construed as an agreement to allow either party to obtain a divorce and either or both parties are free to seek or contest any action otherwise allowable by law.

This Agreement has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress or misrepresentation and only after an opportunity to seek the advice of and consultation with counsel.

WITNESS OUR HANDS this 24 day of June, 1981.

Date: June 24, 1981 Sandra A. Sawyer Stamps
SANDRA A. (SAWYER) STAMPS

Date: July 16, 1981 Donald Wayne Stamps
DONALD WAYNE STAMPS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SANDRA A. (SAWYER) STAMPS, 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, on this the 24 day of June, 1981.

NOTARY PUBLIC

My Commission Expires: 2/20/85

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DONALD WAYNE STAMPS, 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, on this the 16th day of July, 1981.

Kay Cooper
NOTARY PUBLIC

My Commission expires: 10-21-84

5 1 2 3 0

IDENTIFICATION REFERENCE

Oct 9 | 12 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 7005 PAGE 81

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* Fifth *Circuit Court for Davidson County, Tennessee, on the* 18th *day of* September, *19* 81, *in Case Number* 81D592 *between* Sandra A. Stamps *Plaintiff, and* Donald Wayne Stamps *Defendant, as same remains of record in Book* 43B, *Page* 982 *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* October *in the year one thousand nine hundred and* eighty six *and in the* two-hundred eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Anna Alexander *D.C.*

Form #GR-117