MAP 33-8
PAR. 123
G006577

2-28-79
1118/1178

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JAMES HENRY DETLEFSEN)
)
VS.)
)
SANDRA FAYE WAGGONER DETLEFSEN)

BOOK 7016 PAGE 592

NO. 93529

Oct 22 | 34 PM '86
DAVIDSON COUNTY, TN
JOHN H REGISTER

IDENTIFICATION REFERENCE
55301

FINAL DECREE

This cause came on to be heard on the 9th day of February, 1979, before the Honorable John C. Tune, sitting specially for the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint filed by plaintiff, default judgment heretofore taken, testimony of plaintiff, statement of counsel, and the entire record in this cause. From all of which the Court is of the opinion that there are such irreconcilable differences existing between the parties that it would not be in their best interest or welfare to reconcile and live together as man and wife;

It is therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are hereby dissolved, and the plaintiff is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into the following property settlement agreement:

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into at Madison, Tennessee, on this 15th day of September, 1978, by and between SANDRA W. DETLEFSEN, hereinafter called the Wife, and JAMES H. DETLEFSEN, hereinafter called the Husband;

WITNESSETH:

That whereas the parties are now living separate and apart from each other, and are desirous of entering

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into a voluntary final settlement of their respective property rights and are desirous of establishing separate estates without litigating upon this particular issue and certain other issues mentioned herein;

Now, therefore, in the consideration of the premises, covenants, and conditions hereinafter contained, the parties have entered into the following agreement which they expressly agree shall constitute final settlement of their property rights, each respectively relinquishing to the other, all rights or claims which each may have in the other's property by way of dower, curtesy, inheritance, descent, or distribution, and this Agreement shall apply to all property now owned by the parties and any property that they may respectively own hereafter:

I

The Wife is to receive the den furniture, the kitchen furniture, the dining room furniture, including all china and silver, the children's furniture, the washer, the dryer, the television, and the stereo.

II

The Wife is to receive the 1978 Datsun automobile and will be responsible for any and all indebtedness due on said automobile. The Husband will execute all necessary papers to change the title thereto in the Wife's name alone.

III

The Husband is to receive the Master Bedroom suite, the living room furniture, all the tools, all the camera equipment, and all the guns, including all police equipment.

IV

The Husband is to receive the 1968 truck and camper, which shall vest solely in his name, and he will be responsible for all indebtedness, if any, due thereon.

V

The Wife is to have the care, custody and control of the parties' minor children with reasonable visitation rights to the Husband, which visitation will vary according to the Husband's job. At no time will the Wife have male visitors overnight in the home, or in the home when the children are in bed or have retired for the night.

VI

The Husband will pay directly to the Wife the sum of $200.00 per month which will be child support for the support and maintenance of the parties' minor children. The Husband will be responsible for the house note on said home, and will be responsible for any maintenance needed in or on said home.

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VII

The Husband and Wife shall own their home located at 324 Jeanette Drive, Goodlettsville, Davidson County, Tennessee, as tenants in common, with the Husband owning one-fourth (1/4) of said home, the Wife owning one-fourth (1/4) of said home, and the children, James Cory and April, owning the remaining one-half (1/2) to be held in trust for them by the Wife. In the event the Wife shall remarry or cease to live in said home, either the Husband or the Wife can buy the other's one-fourth (1/4) share, and each shall have the right to buy or sell said home and the price shall be based upon the value of the home at the time of said sale minus any mortgage owing at said time of sale.

VIII

The Husband shall keep in force and effect the life insurance policy now on his life with the beneficiaries to remain the same as they are now reflected on said policy. The Husband shall be responsible for one-half (1/2) of the premium due on said policy and the Wife shall be responsible for one-half (1/2) of the premium due on said policy, and the Husband will pay directly to the Wife an amount equal to one-half (1/2) of said premium each month and the Wife shall be responsible for paying said premium.

IX

Each respective party will retain their personal property consisting of clothing, jewlery, and other similar personal items.

X

Both parties understand that this Agreement is subject to the approval of the Court in the event that a divorce is granted to either party. If approved by the Court, the said Agreement is a full, final and complete settlement of the property rights as between the parties, and the same is entered into solely of their own free will and accord.

/s/ Beverly Garner	/s/ Sandra W. Detlefsen
Witness	Sandra W. Detlefsen
/s/ Beverly Garner	/s/ James H. Detlefsen
Witness	James H. Detlefsen

and that the same should be made the order of this Court. It is therefore further, ORDERED, ADJUDGED and DECREED that the property settlement agreement heretofore entered into between the parties be, and the same is hereby made the order of this Court. It is further, ORDERED, ADJUDGED and DECREED that if, in the event the home is to be sold, the party having custody of the children at the time that the house is to be sold per paragraph VII of the

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property settlement agreement set out hereinabove, shall have the first choice to buy said home. In the event the parties cannot agree on a price to be paid for said home, each party will secure a real estate appraiser to appraise the home and submit the said appraisals which will be divided by two (2), which will determine the price to be set as the purchase price for the said home. It will be each parties' obligation to pay for their appraiser, and each party shall submit their appraisal within thirty (30) days of the offer to buy by the other party.

The plaintiff will pay the costs of this cause for which execution may issue, if necessary.

Enter this 28th day of February, 1979.

John C. Tune

HONORABLE JOHN C. TUNE

APPROVED FOR ENTRY:

James R. Everett, Jr.

JAMES R. EVERETT, JR.
Attorney for Plaintiff

I certify that I have mailed a copy of the foregoing Final Decree to the defendant at 324 Jeanette Drive, Goodlettsville Tennessee, this the 13th day of February, 1979.

J. R. Everett Jr.

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1181

BOOK 7916 PAGE 596

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TERRANCE E. McNABB
ATTORNEY AT LAW

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* Twenty-Eighth *day of* February, *19* 79, *in Case Number* 93529 *between* James Henry Detlefsen *Plaintiff, and* Sandra Faye Waggoner Detlefsen *Defendant, as same remains of record in Book* 111B, *Page* 1178 *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* 22nd *day of* October *in the year one thousand nine hundred and* Eighty-Six *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laary *D.C.*

Form #GR-117