35A/156

FILED

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

GEORGE L. BARKER, JR.

BETTY SUE STELTEMEIER :

K. Langford

vs. : No. 86D-2431

: MAP 117-9

FREDERICK ALFRED STELTEMEIER : PAR 117 Adj

. . . . . .

FINAL DECREE BOOK 7133 PAGE 981

This cause came on to be heard on November 14, 1986, before the Honorable James Everett, Judge of the Probate Court of Davidson County, Tennessee upon original Complaint for absolute divorce filed by wife, Answer of husband, having been withdrawn, and after testimony of wife, the Court was of the opinion that the parties have irreconcilable differences and that wife should be granted an absolute divorce and further, the Court affirmatively finds that the property settlement entered into by and between the parties makes for an equitable settlement of the parties' property rights, is approved and made a part of this Final Decree.

It is, therefore ORDERED by the Court that wife, Betty Sue Steltemeier, be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

It is further ORDERED by the Court that the agreement entered into by and between the parties disposing of their property is affirmatively found to make for an equitable settlement of the parties' property rights, is approved and made a part of this Final Decree, which property settlement agreement reads in words and figures as follows:

3236 02/11 24.00- CHECK
9 2 6 8 9
IDENTIFICATION REFERENCE
FEB 11 10 33 AM '87
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this_____day of August, 1986, by and between FREDERICK ALFRED STELTEMEIER, hereinafter referred to as "Husband", and BETTY SUE STELTEMEIER, hereinafter referred to as "Wife";

WITNESSETH

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Probate Court for Davidson County, Tennessee, a suit for divorce between the parties, being Betty Sue Steltemeier vs. Frederick Alfred Steltemeier, bearing Docket Number 86D-2431, and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The parties' home located at 3605 Sycamore Lane, Nashville, Tennessee, shall be vested solely in the Wife.

2. To assist with the care, support and maintenance of the Wife, Husband shall pay direct to Wife the sum of $800.00 per month for two (2) years beginning with the signing of this agreement. Said payments shall cease if Wife remarries within the two year period. In addition, Husband shall maintain and provide payments for the electrical, water and property taxes, insurance and gas on the house of the parties located at 3605 Sycamore Lane, Nashville, Tennessee, until December 31, 1987, or until the house is sold, whichever occurs first.

3. The Wife will retain as hers alone all stock presently in her name, all IRA accounts presently in her name, all monies due

from property in Dickson, Tennessee, secured by a Deed of Trust to the Husband of record in Book 175, page 86, Register's Office of Dickson County, Tennessee.

4. The Wife will receive if collected one-half (1/2) of all monies due to the Husband by Jim Wiech and Jim Patterson.

5. The Wife will receive one-half (1/2) of the net proceeds from the sale of an investment known as Church Hill Medical Investors, Ltd.

6. Title to a certain Peugeot automobile presently in Husband shall be vested solely in Husband.

7. The Husband will receive as his alone all stock presently in his name.

8. The Husband will receive one-half (1/2) of the net proceeds from the sale of an investment known as Church Hill Medical Investors, Ltd.

9. The Husband will receive if collected one-half (1/2) of all monies due from Jim Wiech and Jim Patterson.

10. The Husband will retain as his alone all monies in an IRA and Keogh Plan presently in his name.

11. The Husband will retain as his alone property in Murfreesboro, Tennessee known as Marq.

12. The Husband will retain as his alone all monies paid on a promissory note from Bill and Tracee Carter.

13. All household items such as furniture, books, pictures, rugs and such other related items will be divided equitably between the two parties.

14. Husband will hold Wife harmless from monies owed IRS prior to 1985.

15. The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named Frederick Alfred Steltemeier, with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Frederick Alfred Steltemeier

Frederick Alfred Steltemeier

Sworn to and subscribed to before me this 9th day of Sept 1986.

Notary Public

My Commission Expires:

5-13-80

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named Betty Sue Steltemeier with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Betty Sue Steltemeier

Betty Sue Steltemeier

Sworn to and subscribed to before me this 12th day of September 1986.

Pam L Hazlewood

Notary Public

My Commission Expires:

1-19-88

It is further, **ORDERED** by the Court that the real property described in Paragraph 1. of the Property Settlement Agreement now vested in wife to be hers absolutely, is described in words and figures as follows:

> Being Lot No. 3, Section 2, Blackberry Hollow as shown on plat recorded in Book 5200, page 157, Register's Office, Davidson County, Tennessee, being bounded on the east by Sycamore Lane, on the south by Lot No's 1 and 2, on the west by Foxhall Close, on the north by Lot No. 4 and Woodmont Acres and being more particularly described as follows:
>
> Beginning at a point in the west cul-de-sac right-of-way of Sycamore Lane, said point being a common corner with Lot No. 1 and being the southeast corner of the lot herein described, thence with Lot No. 1 north 75 deg. 24 min. 58.3 seconds west 106.58 feet to a corner common with Lot No's 1 and 2, thence with Lot No. 2 north 83 deg. 51 min. 46.4 seconds west 115.25 feet to a corner common with Lot. No. 2 in the east line of Foxhall Close, thence with Foxhall Close north 06 deg. 03 min. 14.6 seconds east 183.66 feet to a corner common with Foxhall Close in the south line of Woodmont Acres, thence with Woodmont Acres south 84 deg. 19 min. 08.7 seconds east 140.84 feet to a corner common with Lot No. 4 in the south line of Woodmont Acres, thence with Lot No. 4 south 05 deg. 40 min. 51.3 seconds west 61.62 feet, south 35 deg. 18 min. 33.3 seconds east 145.00 feet to a corner common with Lot. No. 4 in the west cul-de-sac right-of-way of Sycamore Lane thence on a curve to the left 35.00 feet (radius 50.00 feet) to the point of beginning. Containing 0.766 acres.
>
> Being the same property conveyed to Fred H. Steltemeier and Betty S. Steltemeier as of record in Book 6102 page 854 R.O.D.C.

It is further **ORDERED** by the Court that the real property described in paragraph 3 from which wife will receive all monies due and payable to Fred A. Steltemeier is described in words and figures as follows:

> Beginning at a point in the center of Tidwell Switch Road, the same being the Southwest corner of James Lankford; thence with Lankford North 88 degrees 30 minutes East 1102.6 feet to an iron pin, the same being the Northwest corner of Carl Connelly; thence with Connelly and a fence to points as follows: South 15 degrees 30 minutes East 200.0 feet, South 16 degrees 00 minutes East 100.0 feet, South 21 degrees 30 minutes East 400.0 feet, South 22 degrees 15 minutes East 276.0 feet, South 21 degrees 30 minutes East 164.5 feet, South 13 degrees 45 minutes East 189.0 feet to an iron pin, the same being a common corner of Connelly, William Underhill, and Leon Register; thence with Leon Register to points as follows: South 87 degrees 00 minutes West 240.0 feet to an iron pin; thence North 68 degrees 15 minutes West 653.8 feet to an iron pin; thence West 417.0 feet to an iron pin lying in an old road bed; thence with the center of old road bed and Leon Register

to points as follows: North 30 degrees 30 minutes West 366.4 feet, North 26 degrees 45 minutes West 267.0 feet, North 12 degrees 30 minutes West 230.7 feet to a point in the center of Tidwell Switch Road; thence with the center of road North 20 degrees 30 minutes East 230.2 feet to the beginning, containing 31.75 acres, taken by survey of Jones and Moore Co., Inc., dated May 24, 1984.

Being the same property conveyed to Douglas A. Reynolds, by deed from Fred A. Steltemeier, dated August 25, 1985, and of record in Volume 175, Page 85, in the Register's Office of Dickson County, Tennessee.

ENTER this 14 day of November, 1986.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

ROBERT HUDSON
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing pleading to Mr. Robert Hudson, Attorney, 2002 Richard Jones Road, Nashville, Tennessee 37215 this 13 day of November, 1986.

JACK A. BUTLER

BOOK 7133 PAGE 988

STATE OF TENNESSEE

I, **GEORGE 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* Probate *Circuit Court for Davidson County, Tennessee, on the* Fourteenth *day of* November, *19* 86, *in Case Number* 86D-2431 *between* Betty Sue Steltemeier *Plaintiff, and* Frederick Alfred Steltemeier *Defendant, as same remains of record in Book* 35A, *Page* 158 *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* 3rd *day of* February *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th *year of American Independence.*

GEORGE H. ROOKER, *Clerk,*

By O. Laary, *D.C.*

Form #GR-117