IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

8-2-78
1451 | 749

JUDY GAIL LEVENHAGEN,
Complainant,

v.

MAX LEVENHAGEN,
Defendant.

No. 89486

Map 92-13
Par 276

BOOK 7224 PAGE 804

FINAL DECREE

This cause came on to be heard on the 27th day of July, 1978, before the Honorable Robert Lillard, Judge of the Circuit Court, Division 1, for Davidson County, Tennessee, upon the complaint for absolute divorce, the testimony of complainant, statement of complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconciliable differences exist between the complainant and the defendant; and that the complainant is entitled to an absolute divorce from the defendant; wherefore, her complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That complainant, Judy Gail Levenhagen, is hereby granted an absolute divorce from the defendant, Max Levenhagen; that the bonds of matrimony heretofore existing between them be and the same are hereby absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. That the Property Settlement heretofore entered into by the parties and submitted to the Court be approved and made an order of this Court, as copied verbatim below:

1. Division of property. All property both real and personal, that the Wife now has, or to which she is or may become entitled, whether acquired prior to or subsequent to the marriage of the parties, and all property, both real and personal, acquired by Wife since the marriage, shall be the separate property of Wife, including, but not limited to: (a) the parties' residence, located at 325 Chamberlain, Nashville, Tennessee; (b) two (2) bedroom suites; (c) miscellaneous kitchen appliances; (d) one (1) living room suite; (e) one (1) home entertainment center.

The parties' automobile, a 1977 Oldsmobile Cutlass Supreme, shall remain the property of Husband.

2. Waiver of property rights. All property and money received and retained by the parties pursuant hereto shall be the separate property of the

respective parties, free and clear of any right, interest, or claim of the other, and each party shall have the right to deal with, and dispose of, his or her separate property, both real and personal, as fully and effectively as if the parties had never been married.

3. Waiver of support rights. Except as provided herein, each party hereby releases the other, and his or her respective legal representatives, successors, and assigns, from all claims of any kind, and specifically relinquishes any right, title, or interest in or to any earnings, accumulations, future investments, money, or property of the other party.

4. Creation of liabilities. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

5. Necessary documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute a grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

6. Effective date. This Agreement shall become binding upon the parties and their respective legal and personal representatives, heirs, successors, and assigns, immediately following the granting of a decree in the divorce proceeding now pending in the First Circuit Court of Davidson County, Tennessee, provided that the provisions of this Agreement are approved by the said Court. In the absence of the granting of a decree, the provisions of this Agreement shall have no effect. This Agreement is not intended, nor shall it be construed, to be an agreement for the dissolution of the marriage.

7. Payment of attorneys' fees and court costs. It is hereby agreed that the Wife shall pay her attorneys' fees in this matter, and it is further agreed that the husband shall pay the court costs arising out of this action.

BOOK 7224 PAGE 806

ENTER this 2 day of Aug, 1978.

Robert E. Gillespie
JUDGE

APPROVED FOR ENTRY:

David S. Gardner
David S. Gardner
Attorney for Complainant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed with postage thereon fully prepaid to the defendant and/or counsel of record, at their last known addresses on this _____ day of _____, 1978.

David S. Gardner

21920

IDENTIFICATION REFERENCE

MAY 5 8 55 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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* First *Circuit Court for Davidson County, Tennessee, on the* 2nd *day of* Aug, *19*78, *in Case Number* 89486 *between* Judy Said Lowenhagen *Plaintiff, and* Max Lowenhagen *Defendant, as same remains of record in Book* 145A, *Page* 749 *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* April *in the year one thousand nine hundred and* 87 *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117