1124/396

IN THE FOURTH CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE

094-01-0
430

BOOK 7319 PAGE 551

NAOMI CONSTANCE LEVIA,
Complainant

vs.

NOAH ETHAN LEVIA,
Defendant

No. 80D-431

FILED
Aug 7 9 34 AM '87
DAVIDSON COUNTY, TN
FELIX Z. WILSON III REGISTER

IDENTIFICATION REFERENCE
536774

FINAL DIVORCE DECREE

This cause came on to be heard on the 16th day of May, 1980 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the complaint, the Defendant having been personally served with process, the testimony of the Plaintiff in open Court, argument of counsel for the Plaintiff and the entire record herein, from all of which the Court is of the opinion that a divorce should be granted on the basis of irreconcilable differences and the Property Settlement Agreement approved

It is, therefore, ORDERED that a divorce be granted on the grounds of irreconcilable differences and the parties restored to the status of single individuals with all the rights and privileges pertaining thereto. Further, it is ORDERED that the Property Settlement Agreement be approved as follows:

"PROPERTY SETTLEMENT AND CHILD SUPPORT AGREEMENT

"WHEREAS, there is presently pending in this Court a Complaint for Absolute Divorce filed by Naomi Constance Levia, hereinafter the "Wife", and against Noah Ethan Levia, hereinafter the "Husband"; and

"WHEREAS, both parties have suffered certain irreconcilable differences in their marriage and are living separate and apart, and it further appears that there is no hope for reconciliation; and

"WHEREAS, the parties desire to enter into a Property Settlement and Child Support Agreement, not out of levity or by collusion, but to settle and adjudicate all property matters of the parties, and to tender the same to the Court for approval in the event a divorce is granted in this cause; and

"WHEREAS, both parties are aware of their possessions and obligations, one to the other; and

"WHEREAS, both parties are aware of their legal rights insofar as any contemplated Court action is concerned and have had the opportunity of the advice of counsel;

"NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the parties agree as follows:

"1. Husband is to receive the furnishings which he inherited from his mother, being a dining room suite, a bedroom suite, a stereo, two bookcases, a wardrobe and desk. Wife agrees that these items may remain temporarily in the home occupied by the parties jointly;

"2. Wife is to receive all other household furnishings and all other jointly acquired personal property.

"3. The home owned by the parties, located at 1604 Long Avenue in Nashville shall become the sole property of the Wife and Husband agrees to relinquish all right, title and interest therein. Wife shall be responsible for the debt secured by this property and agrees to hold Husband harmless for its repayment.

"4. Wife is to receive the 1976 Honda automobile owned by the parties and Wife will assume full responsibility for the payment of the indebtedness secured by this collateral. Wife agrees to hold Husband harmless for the repayment of this debt.

"5. Wife is to receive custody of the minor children and Husband is to pay child support in the amount of Two Hundred and

00/100 ($200.00) Dollars per month or thirty per cent (30%) of his net monthly salary, whichever is greater, until such time as the younger child reaches age eighteen (18) or completes his formal education, whichever is later. Wife shall be entitled to declare the children as dependents when filing her annual return with the Internal Revenue Service;

"6. The parties shall file a joint tax return for the year 1979. Any tax refund to which they may be entitled shall be divided between the parties according to the percentage of the gross income earned by each during 1979;

"7. Wife is to assume full responsibility for the indebtedness to Cain-Sloan and Castner Knott Companies and agrees to hold Husband harmless for the repayment thereof;

"8. Husband agrees to pay the indebtedness to Medic-Count and to Dave Morrison, Attorney at Law, and to hold Wife harmless for the repayment thereof;

"9. The costs of this action are taxed to the Husband;

"10. The parties shall be responsible for paying their own attorneys of record.

"This is a full, complete and final settlement adjudicating all the rights of the respective parties hereto.

"The parties further agree to sign any and all instruments, documents, titles, covenants, or deeds necessary to carry out the full purpose and intent of this Agreement.

"The parties acknowledge that they have read this instrument in its entirety and have signed this instrument freely and voluntarily, and without duress or coercion.

"Signed this 6th day of February, 1980.

Naomi Constance Levia //s//

Noah Ethan Levia //s//

The costs of this action are taxed to the Defendant for which execution may issue if necessary.

Entered This 21 Day Of May, 1980.

JUDGE

Approved for Entry:

GALBREATH, SCHNEIDER & ZANETIS, P.C.

by Mark A. Schneider
Mark A. Schneider
Attorney for the Plaintiff

cc: Noah Ethan Levia
257 Tulip Hill Drive
Nashville, TN 37210

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* 21st *day of* May, *19* 80, *in Case Number* 80D-431 *between* Naomi Constance Levia *Plaintiff, and* Noah Ethan Levia *Defendant, as same remains of record in Book* 117A, *Page* 296 *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* 7th *day of* August *in the year one thousand nine hundred and* eighty-seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Langford *D.C.*

Form #GR-117