C 52-2
pam. 127 sc.

7-7-82

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BETTY ANN STAMPS,
PLAINTIFF,

VS.

EDWARD ALEXANDER STAMPS,
DEFENDANT.

NO. 82D-866

Ar
152B/1141

BOOK 7382 PAGE 919

FINAL ORDER

This matter came to be heard on the 7th day of June, 1982, by the Honorable Hamilton Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, upon the entire record, testimony of complainant and a statement of counsel, from all of which the Court affirmatively finds:

1. That the complainant herein should be granted an absolute divorce from the defendant on the grounds of irreconcilable differences.

2. That the Property Settlement Agreement entered into by the parties makes an equitable settlement of all the jointly held property rights between the parties and makes adequate and sufficient provisions for the care and maintenance of the parties minor child.

IT IS, therefore, ORDERED, ADJUDGED, AND DECREED, that the complainant herein is granted an absolute divorce from the defendant on the grounds of irreconcilable differences and restored to all the rights and priviledges of an unmarried person.

IT IS, further, ORDERED, that the Property Settlement Agreement entered into by the parties makes an equitable settlement of all the jointly held property rights between the parties and makes adequate and sufficient provisions for the care and maintenance of the parties' minor child, and herein incorporated by reference and made a part of this Order.

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BETTY ANN STAMPS,
COMPLAINANT,

vs.

EDWARD ALEXANDER STAMPS,
DEFENDANT.

NO. 82D-866

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into by Betty Ann Stamps, hereinafter called "wife", and Edward Alexander Stamps, hereinafter called "husband", on the day and date written below.

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 desire to enter into a written agreement therein and herein making an equitable settlement of property rights between them on all jointly held property and to provide for the sufficient maintenance and care, and support, of the parties minor child.

Now, therefore, for and in consideration of the mutual and reciprocal promises made to each other, parties agree as follows:

1. The wife is to receive the home located at 501 Lanier Drive, Madison, Tennessee, and the adjointing lot which abutts and joins and is a part of the real estate owned by the parties, and the husband is to be divested of all right, title and ownership of said property. The wife is to receive all the household furnishings located in the home located at 501 Lanier Drive, Madison, Tennessee.

2. That the wife shall have the execlusive care, custody and control of the couple's minor child, Kimberly Dawn Stamps, with reasonable visitation herein granted to the husband, and the husband herein agrees to pay $35.00 per week as a reasonable amount of child support.

3. The wife shall receive as her sole property the 1973 Ford automobile and the husband shall be and is herein divested of all right, title and ownership of said property.

4. The husband is to receive his truck and all his personal property.

5. Each party agrees to pay one-half ($\frac{1}{2}$) of the Sears bill and herein agrees to indemnify and hold the other party harmless as to the half they are to pay.

That all of the matters have been resolved and that each party has in their possession all their personal property which they are to receive.

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, of 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 occur 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 otherwise be asserted by either party against the other or against the property of estate of the other.

THIS AGREEMENT shall not be constructed 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 advise of an consultation with counsel.

WITNESS OUR HANDS this 14th day of April, 1982.

Betty Ann Stamps
BETTY ANN STAMPS

Edward Alexander Stamps
EDWARD ALEXANDER 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, Betty Ann 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 14 day of April, 1982.

Notary Public

My Commission Expires: 7/20/85

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, Edward Alexander Stamps, the bargainor, with whom I am personally acquanted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this the 14 day of April, 1982.

Notary Public

My Commission Expires: 7/20/85

IT IS, further, ORDERED, that the cost of this cause be taxed to the complainant for which execution may issue if necessary.

Entered this 7th day of June, 1982.

Hamilton Hayden
JUDGE

APPROVED FOR ENTRY

BY: Jenks L. Hackney
Jenks L. Hackney, Jr.
Attorney for Complainant
515 Thompson Lane
Nashville, Tennessee 37211
Phone: 615-242-5556

C E R T I F I C A T E

I hereby certify that a true and correct copy of the foregoing Order has been mailed to Mr. Edward A. Stamps, by placing same in the hands of the United States Postal Service, to his address at 501 Lanier Drive, Madison, Tennessee, 37115, on this the 4 day of June, 1982.

Jenks L. Hackney
Jenks L. Hackney, Jr.

This instrument was prepared by:

BOOK 7382 PAGE 945

Mail
Edward Stamps
Betty Stamps
5 Cir Forest Dr.
Nash 37115

75579

IDENTIFICATION REFERENCE

OCT 20 1 15 PM '87

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* 7th. *day of* June, *19* 82, *in Case Number* 82D-866 *between* Betty Ann Stamps *Plaintiff, and* Edward Alexander Stamps *Defendant, as same remains of record in Book* 153B, *Page* 1141 *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* 20th. *day of* October *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117