FILED

AUG 1 1983

GEORCE L. ROOKER, Clerk

By _____ Deputy

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 10
Par 61 ac

BRENDA JOY STEVENSON)
)
VS.) No. 83D-1039
)
RALPH DOUGLAS STEVENSON)

BOOK 7405 PAGE 183

FINAL DECREE

This cause came on to be heard on the 1st day of August, 1983, before the Honorable James M. Swiggart, Judge, of the Sixth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce, the original settlement agreement filed with the Court, testimony of the plaintiff, statement of counsel and the entire record in this cause, from all of which the Court is of the opinion that the parties have irreconcilable differences and that the plaintiff should be granted an absolute divorce. Having examined the aforementioned settlement agreement, the Court found that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the children of the marriage and for the settlement of any property rights between the parties.

It is therefore, ORDERED, ADJUDGED and DECREED that the settlement agreement entered into between the parties shall be incorporated into this final decree as follows:

SETTLEMENT AGREEMENT

This agreement is made between Brenda Joy Stevenson, hereinafter called Wife and Ralph Douglas Stevenson, hereinafter called Husband, in conjunction with the above styled Complaint for Absolute Divorce filed in the Circuit Court for Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the parties being husband and wife are the parents of three minor children, namely Robert Wayne Stevenson, born January 11, 1971; Christie Anna Stevenson, born August 24, 1974; and John Douglas Stevenson, born July 22, 1977; and

WHEREAS, certain differences and difficulties have arisen in the marriage and wife has filed a petition for an absolute divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, the parties agrees as follows:

1. CUSTODY. Wife shall have and retain sole care, custody and control of the parties minor children, Robert Wayne Stevenson, Christie Anna Stevenson, and John Douglas Stevenson.

2. VISITATION. Husband shall have the right of visitation with said children at all reasonable times and places upon reasonable notice to Wife. It is further understood and agreed that husband's parents shall also have the right of visitation with said children upon the same basis as husband.

3. CHILD SUPPORT. It is agreed that Husband shall pay Wife as child support $50.00 per week.

4. TAX DEDUCTIONS. It is mutually agreed that wife may claim the parties' three minor children as dependants for income tax purposes.

5. INSURANCE. For so long as Wife continues to be employed by Colonial Baking Co., she shall maintain in full force and effect a policy of major medical and hospitalization insurance for the parties' children. If Wife ceases employment with Colonial Baking Co. for any reason whatsoever before all the minor children have attained majority, Husband shall obtain and maintain in full force and effect a policy of major medical and hospitalization insurance for the parties' minor children, and shall pay all premiums required to maintain such policy. Husband agrees to bear sole responsibility for payment of any and all medical expenses incurred on behalf of the parties minor children which are not ocvered by insurance, including but not limited to the deductible amount under the policy, doctor bills, hospital bills, drug bills, dental bills, orthodontist bills, and any other expensee for medical care of the parties' children.

6. REAL PROPERTY. Husband agrees that all his right, title and interest in and to the three acre tract of land which is located at 515 Ivy Point Road, Goodlettsville, Tennessee, is hereby vested out of him and vested in Wife. Wife shall assume responsibility for payment of the remaining indebtedness payable to Mr. Wavey Mills on the three acres of land, and shall hold Husband harmless from liability therefor.

Wife agrees that any right, title or interest she may have in and to the 1965 Wolverine mobile home currently titled in husband's name and located upon the aforementioned three acre tract of land is hereby vested out of her and vested in Husband.

Husband agrees that any right, title or interest he may have in and to the 1977 model Western Mansion mobile home being purchased by wife from her sister and brother-in-law is hereby vested out of him and vested in wife. It is further agreed and understood that wife will be solely responsible for the remaining indebtedness on the mobile home and will hold husband harmless thereon.

7. PERSONAL PROPERTY. The parties have heretofore divided all articles of their household furnishings and personal property, and do hereby ratify said division, acknowledging that all such property in the possession of either of them as of the date of execution of this Agreement is the sole and separate property of the party so possessing it.

8. DEBTS. It is agreed that each of the parties shall be responsible for the payment of any accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from their failure to pay such accounts when due.

9. COURT COSTS: Wife agrees to pay court costs and her attorney's fees in the divorce proceedings now pending.

10. ADDITIONAL INSTRUMENTS. It is agreed between the parties that each party shall willingly execute and deliver to the other any and all instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

11. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

12. This Agreement constitutes the entire undertaking of the parties. It supersedes any and all prior agreements made between them. There are no representations or warranties other than those expressly herein set forth.

13. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

/s/ Ralph D. Stevenson
Ralph Douglas Stevenson
Husband

/s/ Brenda Joy Stevenson
Brenda Joy Stevenson
Wife

It is further ORDERED, ADJUDGED and DECREED by the Court that the plaintiff will pay the costs of this cause, for which execution may issue, if necessary.

This 3rd day of August, 1983.

JUDGE

APPROVED FOR ENTRY:

INGRAM & Lowe

BY: D. Ronald Ingram
D. Ronald Ingram

CERTIFICATE OF SERVICE

This certifies that a true and exact copy of the foregoing Final Decree has been mailed to Ralph Douglas Stevenson, Defendant, 515 B Ivy Point Rd., Goodlettsville, Tennessee, 37072, on the 2nd day of August, 1983.

D. Ronald Ingram

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IDENTIFI REFERENCE

NOV 17 12 57 PM '83

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* Sixth *Circuit Court for Davidson County, Tennessee, on the* 3rd *day of* August, *19* 83, *in Case Number* 83D-1039 *between* Brenda Joy Stevenson *Plaintiff, and* Ralph Douglas Stevenson *Defendant, as same remains of record in Book* 33B, *Page* 1011 *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* 17th *day of* November *in the year one thousand nine hundred and* Eighty- Seven *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D. Rooker *D.C.*