37A/106

102-14

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE C90

CAROLE F. STICE)
)
VS.) NO. 92591
)
JERIS WELDON STICE)

BOOK 7790 PAGE 780

FINAL DECREE OF DIVORCE

THIS CAUSE came to be heard on this the 14th day of November, 1978, before the Honorable Steve North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon the original bill filed by the plaintiff, personal service of process had upon the defendant, a Judgment of Default entered against the defendant, testimony of plaintiff examined in open Court, statement of counsel for the plaintiff, and from the entire record in this cause; from all of which the Court finds that the allegations of the Plaintiff's petition have been fully sustained by the proof, that is, that certain irreconcilable differences have arisen between the parties causing them to separate and live apart, and, therefore, the plaintiff is entitled to an absolute divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved, and the plaintiff, Carole F. Stice, is awarded an absolute divorce from the defendant, Jeris Weldon Stice, and restored to all the rights and privileges of an unmarried person.

IT IF FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement heretofore agreed to by the parties be, and the same is hereby confirmed, approved and ratified. Said Property Settlement Agreement is as follows:

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made between CAROLE F. STICE, hereinafter called the "Wife", and JERIS WELDON STICE, hereinafter called the "Husband".

W I T N E S S E T H:

WHEREAS, these parties have been married since the 5th day of February, 1966, and there has been born of this union one minor child, namely SHELLEY; and

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fifth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; 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 on the ground of irreconcilable differences.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Wife shall have and retain sole care, custody and control of the parties' minor child, SHELLEY STICE.

2. VISITATION. Husband shall have the rights of visitation with said child at reasonable times and places. Said visitation is for the benefit of said child.

3. CHILD SUPPORT. It is agreed that the husband shall pay $150.00 per month as child support, directly to the wife, and continue to pay said amount until child reaches emancipation.

4. PERSONAL PROPERTY. Wife shall keep all appliances and all furniture and furnishings as her sole possessions other than some bedroom furniture, a couch, lamp, end table, living room chair (upholstered), small dinette suite, one color television, and one vacuum cleaner.

5. REAL PROPERTY. Wife shall be vested all right, title and interest in and to the real property located at 887 Belton Drive, Nashville, Tennessee. Wife shall have the sole decision as to sell the home or not; however, if said property is sold within the next three (3) years, husband shall realize one-half of the equity. If said property is sold after that time period elapses, husband shall realize one-third of the equity. Husband will continue to keep up all maintenance work, including repairs, painting, etc.

6. ATTORNEY FEES. Husband and wife agree to pay one-half each of the attorney's fee.

7. AUTOMOBILES AND BOATS. Husband will have sole possession of the boat and wife shall be held harmless as to the payments on said boat. Wife shall have all right, title and interest in and to the 1972 Mercury Capri automobile and husband shall sign all necessary documents to effect said transfer. Husband shall have all right, title and interest in and to the 1974 Volvo station wagon and that wife shall sign all necessary documents to effect said transfer.

8. INSURANCE. Husband shall be required to maintain two insurance policies on his life which will have his daughter, Shelley, named as beneficiary of said policies. Wife shall maintain a sick and accident insurance policy on Shelley. At the end of each calendar year, the husband and wife shall pay one-half of all medical and dental expenses not covered under said policy.

9. COLLEGE TUITION. Both husband and wife shall pay one-half of the college tuition for Shelley provided she elects to further her education.

10. COURT COSTS. Both husband and wife shall share the cost of this action equally.

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 Fifth 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 understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

13. From the date of execution of this agreement, neither party will incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required voluntarily or involuntarily to pay a debt incurred by the other party, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

14. 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. The provisions of this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

WITNESS our hands on the date and day written below.

Carole F. Stice
CAROLE F. STICE

Jeris Weldon Stice
JERIS WELDON STICE

DATE: 7-15-78

DATE: 7/15/78

Carole F. Harrison
WITNESS

Carole F. Harrison
WITNESS

The Court Costs shall be assessed equally against the plaintiff and the defendant, for which let execution issue, if necessary.

ENTER, this the 20 day of November, 1978.

JUDGE

APPROVED FOR ENTRY:

DAVID J. LEVINK
Attorney for Plaintiff

C E R T I F I C A T I O N

I hereby certify that on this 20th day of November, 1978, I mailed a copy of the foregoing Final Decree of Divorce to the defendant at his last known address, 887 Belton Drive, Nashville, Tennessee 37205.

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* Fifth *Circuit Court for Davidson County, Tennessee, on the* Twentieth *day of* November, *19* 78, *in Case Number* 92591 *between* Carole F. Stice *Plaintiff, and* Jeris Weldon Stice *Defendant, as same remains of record in Book* 37A, *Page* 106 *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* 21 *day of* February *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*
By _____, *D.C.*

Form #GR-117