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IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

JANIE V. STEVENSON,
Wife

V.

LOUIS C. STEVENSON,
Husband

NO. 85D-2508

1184 12/21 0101 03CHECK 15.00

FINAL DECREE

This cause came on to be heard on Wednesday, November 20, 1985, before the Honorable James R. Everett, Jr., Judge of the Probate Court of Davidson County, Tennessee, upon Wife's complaint for absolute divorce on the ground of irreconcilable differences. It appears that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights between them, and that Wife is entitled to an absolute divorce from Husband on the ground of irreconcilable differences.

It is therefore ORDERED as follows:

(1) That Wife, Janie V. Stevenson, be awarded an absolute divorce from Husband, Louis C. Stevenson, on the ground of irreconcilable differences, and that the parties be restored to all the rights and privileges of unmarried persons.

(2) That the property settlement incorporated herein by approved and made the order of this Court.

81136

IDENTIF. REFERENCE

DEC 21 9 34 AM '90

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY TN.

PICK-UP

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Janie Vonderscher Stevenson ("Wife") has filed an action for absolute divorce against Louis C. Stevenson ("Husband") in the Circuit Court of Davidson County, Tennessee, entitled Janie Vonderscher Stevenson v. Louis C. Stevenson, Docket No. 85D-2508, and

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Property Settlement Agreement and tender same to the Court for approval should a divorce be granted in this cause; and

WHEREAS, both parties are aware of their possessions and obligations to one another and their legal rights;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. REAL PROPERTY. The parties own as tenants by the entireties a residence located at 3531 Central Avenue, Nashville, Tennessee. They agree that they will continue after the divorce to own the property as tenants in common.

2. PERSONAL PROPERTY. The parties have been separated for some time, and they have already divided their personal property in an equitable manner. Each party agrees to make no claim against personal property presently in the possession of the other.

3. LIABILITIES. Husband agrees to pay all utility bills and all maintenance and upkeep expenses for the residence located at 3531 Central Avenue, Nashville, Tennessee. Husband agrees to be solely responsible for paying off the parties' joint debts which are secured by mortgages against the aforesaid residence. Husband agrees to hold Wife harmless from all liability on said mortgages and on any other debt which may in the future be secured by an encumbrance on said residence.

4. SALE OF RESIDENCE. Should Husband, in his sole discretion, decide to sell the residence located at 3531 Central Avenue, Nashville, Tennessee, the parties agree that all encumbrances against the property, along with the costs attendant to the sale, will be paid in full. The parties agree to divide equally any remaining equity.

5. SUPPORT, ATTORNEY FEES, AND COSTS. The parties have no minor children. Each party agrees to make no claim for support of any kind from the other. Each party agrees to pay his own attorney's fees, if any. Wife agrees to pay the costs of this cause.

6. FULL SETTLEMENT OF PROPERTY RIGHTS. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to do all things necessary to carry out the full intent and purpose of this agreement. The parties agree that this agreement, if approved by the Court, may be filed in this cause and fully incorporated in any final decree entered therein. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other, and the same is entered into voluntarily by the parties.

IN WITNESS WHEREOF, the parties set their signatures below.

JANIE VONDERSCHER STEVENSON

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

On this 8th day of March, 1985, before me personally appeared Janie Vonderscher Stevenson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Rebecca E. Calvert
NOTARY PUBLIC

My commission expires: July 17, 1988

Louis C. Stevenson
LOUIS C. STEVENSON

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

On this 5th day of September, 1985, before me personally appeared Louis C. Stevenson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Larry Lee Ware
NOTARY PUBLIC

My commission expires: 11/1/87

It is further ORDERED that the costs of this cause be taxed to Wife, as provided in the property settlement agreement.

This 20 day of November, 1985.

JUDGE

APPROVED FOR ENTRY:

JOHN M. L. BROWN
Attorney for Wife
932 Stahlman Building
Nashville, Tennessee 37201
615/242-3348

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree has been forwarded by U.S. Mail to Mr. Larry J. DeWane, ROLLINS, PARKER, HAPPELL & DeWANE, P. O. Box 2823, Nashville, Tennessee, 37219-0823, on this the 20th day of November, 1985.

JOHN M. L. BROWN

## 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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 20th *day of* NOVEMBER, *19* 85, *in Case Number* 85D-2508 *between* JANIE V. STEVENSON *Plaintiff, and* LOUIS C. STEVENSON *Defendant, as same remains of record in Book* 32A, *Page* 688 *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* 21st *day of* DECEMBER *in the year one thousand nine hundred and* NINETY *and in the* 215th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Kelly McHall *D.C.*