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FELIX Z. [illegible] REGISTER

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3312 Alfa Ln.

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RECORDING [illegible] 4.25
DEPUTY [illegible]

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE.

WILLIE ANNA CHATMAN LaSAINE, Complainant

VS.

THOMAS ALONZO LaSAINE, Defendant.

No. 41893.

MINUTE BOOK 34, PAGE 485

FINAL DECREE.

This cause came on to be heard on this the 23rd day of August, 1963, and the succeeding days of the term before the Honorable Benson Trimble, Judge, upon the original bill of the complainant, Willie Anna Chatman LaSaine, praying for an absolute divorce, the pro confesso duly entered against the defendant, Thomas Alonzo LaSaine, the testimony of witnesses heard in open court, the deposition of AlgernonFinley and the entire record in the cause, from all of which it appears to the Court that the allegations of the original bill have been sustained by the proof and that the defendant, Thomas Alonzo LaSaine, has been guilty of such cruel and inhuman treatment toward the complainant, Willie Anna Chatman LaSaine, as renders further cohabitation between the parties unsafe and improper for the complainant, Willie Anna Chatman LaSaine, to be further under the dominion and control of the defendant, Thomas Alonzo LaSaine, and it appearing to the Court that the complainant, Willie Anna Chatman LaSaine, is entitled ~~to~~ an absolute divorce from the defendant, Thomas Alonzo LaSaine.

It Is, Therefore, Ordered, Adjudged and Decreed by the Court that the bonds of matrimony subsisting between the plaintiff, Willie Anna Chatman LaSaine, and the defendant, Thomas Alonzo LaSaine, be and they are hereby dissolved and held for naught, and the complainant, Willie Anna Chatman LaSaine, is hereby restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have heretofore entered into a property settlement agreement between themselves, which property settlement agreement is in words and figures as follows:

"THIS AGREEMENT made and entered into this 23rd day of August, 1963, by and between WILLIE ANNA CHATMAN LaSAINE, hereinafter called FIRST PARTY, and THOMAS ALONZO LaSAINE, hereinafter called SECOND PARTY, and [illegible]

WITNESSETH:

"WHEREAS, First Party and Second Party are husband and wife; and

"WHEREAS, First party has filed a suit for absolute divorce against the Second Party, which suit is Docket No. 41893 and is pending in the Fourth Circuit Court of Davidson County, Tennessee; and

"WHEREAS, the parties are the joint owners of certain personal property and certain real property located in Davidson County, Tennessee; and

"WHEREAS, without in any way agreeing between themselves to get a divorce, First Party and Second Party do desire to make a fair and equitable division of said real and personal property which they now own jointly, in the event that said Court should see fit to grant the divorce sought by First Party from Second Party;

"NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and agreements contained herein, the Parties, in the event that said Fourth Circuit Court should grant First Party an absolute divorce from Second Party, do agree between themselves as follows:

"1. First Party agrees that Second Party shall have as his absolute property the 1962 Oldsmobile automobile and she hereby relinquishes any and all right she may have in and to said vehicle to the Second Party.

"2. The Parties are the owners of certain real estate located on Clifton Road in Davidson County, Tennessee, said property being held by the Parties as tenants by the entirety. Said property consists of the home of the parties and a vacant lot adjacent thereto, and is more particularly described as follows:

"Land in Davidson County, Tennessee:

"Being Lot No. 100 on the Plan of College Hill Subdivision, Section 4, as of record in Book 2330, page 31, Register's Office for said County.

"Said Lot No. 100 fronts 58.02 feet on the northerly side of Clifton Avenue and runs back 131.4 feet on the westerly line and 131 feet on the easterly line to a dead line in the rear, measuring 58 feet thereon.

"Being the same property conveyed to Thomas A. LaSaine and wife, Willie Anna Chatman LaSaine, by deed from McKissack & McKissack of record in Book 2484, page 219, Register's Office of Davidson County, Tennessee.

"Being Lot No. 101 on the College Hill Subdivision, Section IV, as of record in Book 2330, page 31, Register's Office for said County.

"Said Lot No. 101 fronts 58.02 feet on the north side of Clifton Avenue and runs back 131 feet on the west line and 130.6 feet on the east line to a dead line in the rear, on which it measures 58 feet.

"Being the same property conveyed to Thomas A. LaSaine and wife, Willie Anna LaSaine, by deed from McKissack & McKissack of record in Book 2750, page 477, Register's Office of Davidson County, Tennessee."

"Said property is encumbered by a first mortgage to Home Federal Savings & Loan Association and by a second mortgage to Associates Finance Company.

"Second Party agrees that he will relinquish all of his right, title and interest in and to the real property described hereinabove and that First Party shall own said property henceforth in her name as her absolute property, subject to said mortgages which First Party agrees to pay.

"3. Second Party further agrees that First Party shall have as her absolute property all of the household furnishings, including furniture, linens, silver, china, glassware, appliances (both large and small), rugs, drapes, pictures, kitchen utensils, T. V. Sets, radios and lawn tools now located at 3312 Clifton Road, Nashville, Tennessee.

"4. There are certain obligations on which the parties are jointly responsible. These obligations include 1962 Federal Income Tax, 1963 Federal Income Tax up to the time a final decree is entered in said divorce case, an indebtedness to the Dial Finance Company in the approximate amount of Five Hundred, Forty-Seven and Thirty Hundredths ($547.30) Dollars, and an indebtedness to Mutual Loan & Thrift Company in the approximate amount of Nine Hundred, Ten ($910.00) Dollars. Second Party agrees that he will pay all of said obligations and will hold First Party harmless from any claims which may be made against her, arising out of said joint obligations or any other joint obligations as to which First Party is not advised at the present time.

"5. Second Party also agrees that he will pay to T. T. McCarley, Solicitor for First Party, a fee of One Hundred, Fifty ($150.00) Dollars for reasonable services rendered to First Party in this cause, said fee to be paid on or before the 1st day of September, 1963. Second Party also agrees that he will pay all the court costs of this cause.

"IN WITNESS WHEREOF the Parties hereto have signed their names on the day and date first above written.

/s/ Willie Anna LaSaine
FIRST PARTY

Witness:

/s/ T. T. McCarley.

/s/ Thomas Alonzo LaSaine
SECOND PARTY

Witness:

/s/ Avon Williams. "

And it further appearing to the Court that said property settlement agreement is fair and reasonable and should be in all things and respects confirmed and approved by the Court.

It Is, Therefore, Ordered, Adjudged and Decreed by the Court that said property settlement agreement heretofore entered into between the parties be and the same is hereby confirmed and approved in all respects.

It Is Further Ordered, Adjudged and Decreed by the Court that all of the complainant, Willie Anna Chatman LaSaine's, right, title and interest in and to the 1962 Oldsmobile automobile heretofore owned by the parties, be and the same is hereby divested out of the complainant, Willie Anna Chatman LaSaine, and vested in the defendant, Thomas Alonzo LaSaine.

It Is Further Ordered, Adjudged and Decreed by the Court that all of the right, title and interest of the defendant, Thomas Alonzo LaSaine, in and to the real estate described hereinabove in the property settlement agreement, namely, Lots 100 and 101 on the Plan of College Hill Subdivision, Section 4, as of record in Book 2330, page 31, Register's Office of Davidson County, Tennessee, be and the same is hereby divested out of the defendant, Thomas Alonzo LaSaine, and the same is hereby vested in the complainant, Willia Anna Chatman LaSaine, who shall henceforth hold said property as her absolute property in fee simple, subject to the encumbrances mentioned in said property settlement agreement, which the complainant agrees to pay.

It Is Further Ordered, Adjudged and Decreed by the Court that all of the right, title and interest of the defendant, Thomas

Alonzo LaSaine, in and to the parties' household furnishings, including furniture, linens, silver, china, glassware, appliances (both large and small), rugs, drapes, pictures, kitchen utensils, T. V. Sets, radios and lawn tools, be and the same is hereby divested out of said defendant, Thomas Alonzo LaSaine, and is hereby vested in the complainant, Willie Anna Chatman LaSaine, who shall hold said items henceforth as her absolute property, free and clear of any and all claims of the defendant, Thomas Alonzo LaSaine, thereto.

It Is Further Ordered, Adjudged and Decreed by the Court that the defendant, Thomas Alonzo LaSaine, will pay any deficiency which may be due and owing on the 1962 Federal income tax of the parties and that he will pay also the 1963 Federal income tax for the parties up to and including the time of the entry of this decree.

It is Further Ordered, Adjudged and Decreed by the Court that the defendant, Thomas Alonzo LaSaine, will pay a joint indebtedness of the parties to the Dial Finance Company, which is in the approximate amount of Five Hundred, Forty-Seven and Thirty Hundredths ($547.30) Dollars, and that he will pay a joint obligation of the parties to the Mutual Loan & Thrift Company in the approximate amount of Nine Hundred, Ten ($910.00) Dollars.

It Is Further Ordered, Adjudged and Decreed by the Court that the defendant, Thomas Alonzo LaSaine, will pay to T. T. McCarley, solicitor for the complainant, Willie Anna Chatman LaSaine, a fee of One Hundred, Fifty ($150.00) Dollars for reasonable legal services rendered to the complainant, Willie Anna Chatman LaSaine, in this cause, said fee to be taxed as alimony.

The defendant, Thomas Alonzo LaSaine, will pay the costs of this cause, for which execution may issue, if necessary.

JUDGE

Solicitor for Complainant

Solicitor for Defendant.

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STATE TAX $ 4.5
PROBATE .50
TOTAL $ 5.0

APP 5 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID APR 5 1965

STATE OF TENNESSEE

I, ALF RUTHERFORD, Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between WILLIE ANNA CHATMAN LaSAINE *Plaintiff, and* THOMAS ALONZO LaSAINE *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 2 *day of* April *in the year one thousand nine hundred and* Sixty-five *and in the* 189th *year of American Independence.*

ALF RUTHERFORD, Clerk

By _____, *D. C.*