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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

152-55055

72-8-222

JAMES WILSON HOLLAND)
)
VS.) NO. 71962
)
PAULA DEAN (JOHNSON) HOLLAND)

F I N A L D E C R E E

This cause came on to be heard on the 24th day of April, 1974, before the Honorable Roy Miles, Jr., Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill of complaint, answer and cross-bill of defendant, answer to cross-bill, Property Settlement Agreement

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of the parties, oral testimony of the plaintiff and corroborating witnesses in open Court, and the entire record in this cause from all of which it appeared to the Court that the allegations contained in the original bill were fully sustained by the proof; that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct that renders further cohabitation unsafe and improper.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff, James Wilson Holland, be and is hereby granted an absolute divorce from the defendant, Paula Dean (Johnson) Holland, and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Property Settlement Agreement of the parties is hereby approved by the Court and made a part of the final decree, said agreement being as follows:

AGREEMENT

This agreement made and entered in to this 30th day of January, 1974, by and between PAULA DEAN HOLLAND, hereinafter called the WIFE, and JAMES WILSON HOLLAND, hereinafter called the HUSBAND, both of Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, unhappy differences have arisen between the parties which have resulted in their separation; and

WHEREAS, the parties have filed Bills for Absolute Divorce in the Circuit Court of Davidson County, Tennessee; and

WHEREAS, it is the mutual desire of the parties to make a complete and final settlement of all their rights and interests, including custody and support of their two minor children;

NOW, THEREFORE, for and in consideration of the premises and other mutual covenants herein contained, the parties do mutually agree as follows:

1. The Wife shall have the care, custody and control of the parties two minor children.

2. The Husband shall contribute $200.00 per month toward the support and maintenance of the parties two minor children and he will pay all of the children's medical expenses and drug bills.

3. That the Husband shall be permitted to see and visit his children at reasonable times and places.

4. All of the parties right, title and interest in real estate at 2238 Berrywood Road, Nashville, Tennessee, shall be divested out of Husband and vested in Wife.

5. All of the parties right, title and interest in a vacant lot on Fontaine Drive; said lot being known as Lot No. 63 on the Plan of Plantation Estates, Section 2, as of record in Book 3842, page 136, Register's Office for Davidson County, Tennessee, shall be divested out of Wife and vested in Husband.

6. All of the parties right, title and interest in a vacant lot in Port Malabar, Florida; said lot being also known as Lot No. 11, Block 757, Port Malabar Subdivision, Southwest Corner, Valencia Street and Valley Brook Road, shall be divested out of Husband and vested in Wife.

7. All of the parties right, title and interest in the household furnishings, furniture, fixtures and appliances shall be divested out of Husband and vested in Wife.

8. All of the parties right, title and interest in a 1973 Monte Carlo automobile shall be divested out of Wife and vested in Husband.

9. All of the parties right, title and interest in a 1967 Chevrolet Caprice Station wagen shall be divested out of Husband and vested in Wife.

IN WITNESS WHEREOF, the parties have executed this Agreement in quadruplicate on the day and year first above written.

/s/ Paula Dean Holland

/s/ James W. Holland

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that each party receiving title to various properties in the herein approved property settlement agreement shall be solely

responsible for any indebtednesses or mortgages on those respective properties.

Defendant will pay the costs of this cause for all of which execution may issue if necessary.

Enter This 3. Day of MAY 1974

JUDGE

APPROVED FOR ENTRY:

J. WILLIAM RUTHERFORD
Attorney for Plaintiff

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *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* JAMES WILSON HOLLAND *Plaintiff, and* PAULA DEAN (JOHNSON) HOLLAND *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* 28th. *day of* MAY *in the year one thousand nine hundred and* SEVENTY FOUR *and in the* 198th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By James Smith, *D. C.*

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I hereby certify that a copy of the foregoing Decree was mailed to the Honorable Frank King, Jr., Attorney for defendant this the 25th day of April, 1974.

J. WILLIAM RUTHERFORD

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IDENTIF. REFERENCE

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DAVIDSON COUNTY, TENN.