IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

3-12-76

JOHN CARL VANLUND	§	
	§	BOOK 5012 PAGE 937
PLAINTIFF	§	
	§	
VS.	§	NO. 80834
	§	
JUDITH CAROLE VANLUND	§	
	§	
DEFENDANT	§	

75-9
844
pw

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 10th day of March, 1976 before the Honorable J. William Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee, upon the original petition of the plaintiff, John Carl VanLund, personal service having been had on the defendant on the 10th day of November, 1975, answer of the defendant, upon statement of counsel, testimony of the plaintiff together with his corroborating witnesses heard in open Court, upon the Settlement Agreement submitted to the Court and from a review of the entire record in this cause, the Court is of the opinion that the plaintiff did satisfactory sustain his grounds for divorce as alleged in the petition, that is that the defendant has been guilty of such cruel and inhuman treatment or conduct towards him as renders cohabitation unsafe and improper.

APR-7 MISC 8* 10.00 * 10.00

It is, therefore, ORDERED, ADJUDGED and DECREED that an absolute divorce be and the same is hereby awarded to the plaintiff, John Carl VanLund, and he is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between the parties are hereby dissolved.

It further appearing to the Court that the parties have entered into a Settlement Agreement which was submitted to the Court for approval and the Court does find that the Settlement Agreement is right and proper, said Settlement Agreement is hereby approved, and each and every provision of the Settlement Agreement is hereby made a part of this decree as follows:

Filed 3-16 [illegible]

BOOK 5012 PAGE 938

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between JUDITH CAROLE VANLUND (hereinafter referred to as Wife) and JOHN CARL VANLUND (hereinafter referred to as Husband).

W I T N E S S E T H:

That the parties hereto were lawfully married on December 31, 1966 in Abilene, Texas. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the Husband has filed a petition for absolute divorce. The parties are desirous of reaching an agreement concerning the custody and support of their minor child and are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreement contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Child Custody and Visitation - The Wife will have absolute care, custody and control of the parties' minor child, Molly Kathlene VanLund and the Husband will have reasonable visitation rights.

2. Child Support - The Husband will pay directly to the Wife for the support of the parties' minor child the sum of $200.00 per month.

3. Real Estate - All right, title and interest to the parties' residence located at 4017 Plantation Drive, Hermitage, Tennessee, will vest solely in the Wife and the Husband will be devested of all right, title and interest in same. The Wife will assume as her sole obligation the payments for said real estate, commencing with the payment to be made for the first full calendar month for which the payment is due after the divorce is granted, and will hold the Husband harmless of any liability he may incur for payment for said real estate. The real estate is of recrod at Book 4710, Page 226, Register's Office for Davidson County, Tennessee and is more particularly described as follows:

Lot No. 1147 on the Plan of Hermitage Hills Subdivision, Section 9, as of record in Book 3600, page 97, Register's Office for Davidson County, Tennessee.
Said Lot No. 1147 fronts 126.37 feet on the curving southerly margin of Plantation Drive and runs back between lines measuring 113.34 feet on the westerly line and 152.07 feet on the easterly line to a dead line in the rear measuring 106.48 feet thereon.

Being the same property conveyed to John E. Miller and wife, Wanda L. Miller by deed from Bobby Sloan and wife, Mary K. Sloan and Clarice Sloan of record in Book 4490, page 551, and re-conveyed by Quit Claim deeds of record in Book 4586, page 276 and Book 4689, page 811, said Register's Office.

4. Automobiles - All right, title and interest to the 1973 Buick automobile will vest in the Wife and the Husband will be devested of any right, title and interest in same. All right, title and interest in the 1974 Dodge Van will vest in the Husband and the Wife will be devested of all right, title and interest in same. The Wife will assume as her sole obligation any indebtedness on the Buick automobile and the Husband will assume as his sole obligation any indebtedness on the Dodge Van.

5. Household Furnishings and Furniture - All right title and interest in the parties' household furnishings and furniture will vest in the Wife and the Husband will be devested of all right, title and interest in same.

6. Additional Instruments - Each of the parties shall, from time to time, execute, acknowledge and deliver any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

7. Income Adjustments - Each party agrees to promptly report to the other any increase in their respective incomes.

8. Attorney's Fees - Husband agrees to pay to the attorney for the Wife a reasonable attorney's fee of $300.00.

THIS AGREEMENT, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties,

shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided, and as provided by law. Specifically included in this agreement are any claims for support, maintenance, alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

WITNESS our hands on this 1st day of Feb., 1976.

Judith Carole VanLund
JUDITH CAROLE VANLUND

John Carl VanLund
WITNESS

John Carl VanLund
JOHN CARL VANLUND

Judith Carole VanLund
WITNESS

D43518

T
IDENTIF. REFERENCE

APR 7 8 51 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

It is further ORDERED that the plaintiff, John Carl VanLund, shall pay the court costs for which execution may issue, if necessary.

JUDGE 3-12-76

APPROVED FOR ENTRY:

ROBERT P. ZIEGLER, Attorney for Plaintiff

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree has been sent by United States mail, postage prepaid, to the Honorable Robert S. Brandt, attorney for defendant, at his offices at 9th Floor, Third National Bank Building, Nashville, Tennessee 37219, this the 12th day of March, 1976.

80834 139C/2181

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* John Carl Vanlund *Plaintiff, and* Judith Carole Vanlund *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* 30th *day of* March *in the year one thousand nine hundred and* Seventy-Six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, D. C.