Return to: Robert S. Brandt
Barnett, Brandt & Burgett
9th Flr., Third Nat. Bank Bldg.
Nashville, Tn. 37219

Map 147-2
parcel 15

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5031 PAGE 472

4-29-76
1:40 P.M.

RANDEE JOY ROGERS,

Plaintiff,

VS.

JOHN MICHAEL ROGERS,

Defendant.

No. 78920

JUN-3 FINAL MISC DIVORCE DECREE B* 10.00 * 10.00

This cause came on to be heard on the 26th day of April, 1976 before the Honorable J. William Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce filed by the plaintiff, the testimony of the plaintiff, the testimony of witnesses, statements of counsel, and from the entire record in this cause, from all of which the Court finds that the defendant was personally served with process on July 21, 1975 and that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as to render further cohabitation unsafe and improper.

It is therefore ORDERED, ADJUDGED AND DECREED that RANDEE JOY ROGERS be awarded an absolute divorce from the defendant JOHN MICHAEL ROGERS, that the bonds of matrimony previously subsisting between the parties be and same are hereby dissolved and that the parties be restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the Settlement Agreement previously entered into between the parties is in all respects approved by the Court and set out verbatim as follows:

D 5 1 9 7 5

IDENTIF. REFERENCE

JUN 3 11 36 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

SETTLEMENT AGREEMENT

BOOK 5031 PAGE 473

This Agreement is made and entered into by and between RANDEE JOY ROGERS (hereafter referred to as wife) and JOHN MICHAEL ROGERS (hereinafter referred to as husband).

WITNESSETH that the parties were lawfully married on January 23, 1966, in Rutherford County, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the wife has filed a Complaint for absolute divorce. The parties are desirous of reaching an agreement concerning the custody and support of their minor children 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 agreements 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 children, Tracee Warden and Kelly Hope, and husband will have reasonable visitation rights which will include approximately one-third of the time.

2. Child Support - The husband will pay to the wife for the support of their minor children the sum of $240.00 per month. Payments are to be made directly to wife no later than the third (3rd) day of each month.

3. Health Care Insurance - Health care insurance of the parties' minor children will be maintained by the husband.

4. Real Estate - All right, title and interest of John Michael Rogers to the real estate owned by the parties as tenants by the entirety shall be divested out of John Michael Rogers and vested solely in Randee Joy Rogers. Upon the sale, transfer or other disposition of the aforesaid real estate, by Randee Joy Rogers, her heirs or assigns shall thereupon pay John Michael Rogers, his heirs or assigns the sum of $5,000.00 cash. John Michael Rogers shall be entitled to a lien upon said real estate to secure payment of the $5,000.00.

The real estate is of record in Book 4197, page 5, Register's Office for Davidson County, Tennessee, and is more particularly described as follows:

"BEING Lot No. 142 on the Plan of Abbey Hall, Section II, as of record in Book 2331, page 38, Register's Office for said County.

SAID Lot No. 142 fronts 119 feet on the northeasterly side of Abbey Drive and runs back between lines, 255.9 feet on the northwesterly line and 301.1 feet on the southeasterly line to a dead line in the rear on which it measures 121 feet on its rear line and 55 feet on its east line.

BEING the same property conveyed to Robert E. Mulloy and wife, Patricia E. Mulloy, by deed from Gomer R. Lesch and wife, Marie S. Lesch, of record in Book 3804, page 139, Register's Office for Davidson County, Tennessee."

5. Automobiles - All right, title and interest to the parties' 1970 Buick automobile will vest in the wife and the husband will be divested of any right, title and interest in same. All right, title and interest to any remaining motor vehicles owned by the parties will vest in the husband and the wife will be divested of any right, title and interest in same.

6. Household Furnishings and Furniture - Each party will maintain absolute right, title and interest to the various items of household furnishings and furniture each has in his or her respective possession as of the date of the execution of this agreement.

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

8. Attorney's Fees and Costs - The husband agrees to pay to the solicitor of the wife an attorney's fee of $250.00 in addition to any sums previously awarded by the Court and the costs of the cause.

THIS AGREEMENT, if and when approved by the Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree or 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 accure 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 23rd day of April, 1976.

Randee Joy Rogers
RANDEE JOY ROGERS

WITNESS

John Michael Rogers
JOHN MICHAEL ROGERS

John R. Cheadle
WITNESS

It is further ORDERED, ADJUDGED AND DECREED that the cross-complaint filed by JOHN MICHAEL ROGERS be and same is hereby dismissed.

It is further ORDERED, ADJUDGED AND DECREED that the cost in this cause be taxed to the defendant JOHN MICHAEL ROGERS for which execution may issue if necessary.

JUDGE

4-29-76

APPROVED FOR ENTRY:

BARRETT, BRANDT & BARRETT, P.C.

BY: _____
Robert S. Brandt
Attorney for the Plaintiff
9th Floor, Third National Bank Bldg.
Nashville, Tennessee 37219
615/244-2202

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of the foregoing Final Decree to John R. Cheadle, Attorney for the Defendant, Suite 513, Stahlman Building, Nashville, Tennessee 37201 on this 23 day of April, 1976.

_____

Book 140A/ 336

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* Randee Joy Rogers *Plaintiff, and* John Michael Rogers *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* 3 *day of* June *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Brenda West, *D. C.*