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PHYLLIS PALERMO LAZENBY) IN THE FIRST CIRCUIT COURT
) OF DAVIDSON COUNTY, TENNESSEE
)
vs.) NO. 80892
)
) MINUTE BOOK 139-C, PAGE 2281
RUSSELL GRANT LAZENBY, JR.)

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O R D E R

This cause came on to be heard the 22nd day of March, 1976, before the Honorable J. William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, upon the original bill of the complainant, answer filed by the defendant, and from the testimony of the plaintiff and her witnesses submitted on interrogatories, statement of counsel for the respective parties, a written property settlement agreement having been submitted to the Court, executed by the parties and witnessed by their attorneys, and from the entire record, the Court is of the opinion that the defendant, Russell Grant Lazenby, Jr., is guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between the plaintiff and the defendant be and they hereby are absolutely and perpetually dissolved, and the plaintiff, Phyllis Palermo Lazenby, be and she hereby is granted an absolute divorce from the defendant, Russell Grant Lazenby, Jr., and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the plaintiff and the defendant have previously executed a property settlement agreement which document has been filed and made a part of the record in this cause and approved by the Court, and which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 17th day of November, 1975, by and between Russell Grant Lazenby, Jr. and Phyllis Palermo Lazenby, both of whom are citizens and residents of Davidson County, Tennessee.

WHEREAS, Russell Grant Lazenby, Jr. and Phyllis Palermo Lazenby were married on October 12, 1946, in Gainesville, Florida, and no children have been born to this marriage, and,

WHEREAS, Russell Grant Lazenby, Jr. and Phyllis Palermo Lazenby are presently living separate and apart and a divorce action is presently pending in the Circuit Court of Davidson County, and,

WHEREAS, Russell Grant Lazenby, Jr. and Phyllis Palermo Lazenby desire to settle any dispute they might have with one another with regard to a division of their real and personal property, and,

WHEREAS, the parties are entering into this agreement for the sole purpose of assisting the Court in making a distribution of the jointly owned property;

NOW, THEREFORE, it is mutually agreed as follows:

I.

The parties own as tenants by the entirety certain real property which is located at 169 Cheek Road, Nashville, Davidson County, Tennessee, and it is agreed that all right, title, and interest in such real property shall vest solely in Phyllis Palermo Lazenby, and Russell Grant Lazenby, Jr. shall be divested of any right, title and interest in such property now belonging to him, and he further agrees to sign any and all necessary papers to transfer his interest in this property to Phyllis Palermo Lazenby.

II. FURNITURE

Phyllis Palermo Lazenby will retain all furniture now located in the home of the parties at 169 Cheek Road, and all right, title and interest that Russell Grant Lazenby, Jr. has in and to said furniture will be divested out of him and vested into her to her sole and separate use.

III. ALIMONY TO WIFE

Russell Grant Lazenby, Jr. agrees to pay to Phyllis Palermo Lazenby the sum of Six Hundred Dollars ($600.00) per month in the event the Court should see fit to grant her a divorce and to pay said sum monthly thereafter until the death or remarriage of wife. Said payments shall be made on the first day of each month, commencing on December 1, 1975.

Russell Grant Lazenby, Jr. further agrees to pay to Phyllis Palermo Lazenby the sum of Five Thousand Dollars ($5,000.00) on the date of the hearing of her divorce case, which has previously been filed.

IV. ATTORNEY'S FEE

Husband agrees to pay to James C. Summers, attorney for wife, the sum of Three Hundred Fifty ($350.00) Dollars for his services rendered in the representation of his wife in the divorce action.

V.

Russell Grant Lazenby , Jr. further agrees to pay all outstanding bills of the parties and other necessaries through the month of November, 1975, and to hold Phyllis Palermo Lazenby harmless from any and all outstanding obligations of the parties.

It is understood and agreed that this instrument is not an agreement to obtain or not to obtain a divorce, nor does it affect in any way the rights of the parties to prosecute her or their suits in the Circuit Court of Davidson County or the right of the other party to defend same, but is simply and solely a property settlement agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this

17th day of November, 1975.

Witness

Russell Grant Lazenby, Jr.

Witness

Phyllis Palermo Lazenby

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest that the defendant, Russell Grant Lazenby, Jr., has in the property owned by the parties at 169 Cheek Road, Nashville, Tennessee, be and the same hereby is divested out of him and vested in the plaintiff to her sole and separate use. Said property is more particularly described as follows:

Two tracts of land in Davidson County, Tennessee:

Tract I: Being the east 105 feet of Lot 14 and the west 10 feet of Lot 15, Block "D" on the Revised Plan of Highlands of Belle Meade No. 2, as of record in Book 843, page 18, Register's Office for Davidson County, Tennessee. Said part of said lots fronts 115 feet on the south side of Cheek Road, and runs back between parallel lines, 175 feet to the north margin of an unopened 25 foot street.

Tract II: Being part of a 25 foot street shown as "Not Open" lying adjacent to and immediately to the rear of the east 105 feet of Lot 14 and the west 10 feet of Lot 15 of Block "D" and other lots as shown on the Revised Plan of the Highlands of Belle Meade No. 2, as of record in Book 843, page 18, said Register's Office, and being further described as follows: Said part of said street lies adjacent to the rear line of said parts of said Lots 14 and 15 for a distance of 115 feet and to a depth of 25 feet.

Being the same property conveyed to Russell Grant Lazenby, Jr., and wife, Phyllis P. Lazenby, by deed from George G. Ragland and wife, Frances S. Ragland, as of record in Book 3701, Page 181, Register's Office for Davidson County, Tennessee.

The defendant, Russell Grant Lazenby, Jr., will pay the costs in this cause, for which execution may issue if necessary.

s/ J. William Rutherford
J. WILLIAM RUTHERFORD
JUDGE

Approved for Entry:

s/ C. Summers
Attorney for Plaintiff

Attorney for Defendant

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IDENTIF. REFERENCE

Mrs. Bonnie Warnack
2 & 2nd.
Main Office
Nash. Tenn.

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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

JUL-9 MISC B* 12.00 * 12.00

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~~ copy of divorce decree *had in said Court in the case heretofore prosecuted and determined therein, between* Phyllis Palermo Lazenby *Plaintiff, and* Russell Grant Lazenby, Jr. *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* 9th *day of* July *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mildred Carter, *D. C.*