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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

136-15
9 pw

MICHAEL LEE LAND,

PLAINTIFF

V.

NO. 84347

FRANCES GERSTLAUER LAND,

DEFENDANT

FINAL DECREE

This cause came on to be heard on the 19th day of November, 1976, before the Honorable Joe C. Loser, Judge of the Third Circuit Court of Davidson County, Tennessee, on plaintiff's petition, personal service on the defendant, a default judgment, testimony in open court of plaintiff and two corroborating witnesses, the property settlement agreement filed with the Court and the entire record in this cause. From all of this, the Court is of the opinion that plaintiff should be granted an absolute divorce upon the ground of cruel and inhuman treatment and that the property settlement agreement heretofore entered into by the parties should be ratified by the Court.

It is therefore ORDERED, ADJUDGED AND DECREED that plaintiff be and he hereby is granted an absolute divorce from the defendant upon the ground of cruel and inhuman treatment and that the property settlement agreement heretofore entered into by the parties be and it hereby is adopted by the Court; the same is made a part of this decree and is copies verbatim as follows:

By and between Michael L. Land and Frances G. Land hereafter called the husband and wife on this 20th day of August, 1976.

Whereas the parties hereto are husband and wife but have reached the point of insoluable domestic problems and it is anticipated that the husband is going to filed for an absolute divorce and the parties have reached an agreement with respect to the division of their property, each wish to make a memorandum of this agreement:

Now, therefore, the husband and wife agree as follows:

The wife hereby agrees as follows:

The wife hereby agrees to transfer by quick claim deed all of her right title and interest in and into the real property located at 2905 Harbour View, Nashville,TN., to the husband immediately,

1. house located on lot #83, 2905 Harbour View Drive., Nashville, Tn.+lot
2. 1972 MGB-GT
3. 1974 0-Day 20-foot sailboat located in Elm Hill Marina
4. all living room furniture, lamps, color tv, stereo, pictures, rug
5. refrigerator, stove, ½ dishes
6. all guns, camera, pool table, lawnmower, tools
7. all paintings in house, spare bedroom suite
8. all other items not listed on wife's real property
9. the following debts:
   a. house payment
   b. 0-Day sailboat payment
   c. 2nd mortgage
   d. ½ of all costs of divorce costs

The husband hereby agrees to transfer by quick claim deed all of his right, title and interest in and into the real property of the wife

1. new 5 piece bedroom suite
2. all sterling, crystal, china
3. ½ linens, holloware, ½ dishes, toaster oven, mixer, ½ pots
4. 2 lamps, floral arrangement, floor pillows
5. washer and dryer
6. dining room suite
7. black and white TV
8. 1976 Olds Cutlass
9. All the following debts:
   a. 1976 Olds Cutlass payment
   b. 5 piece bedroom suite payment
   c. all other debts incurred by wife after 8-19-76
   d. ½ of all costs of divorce costs

It is agreed that this agreement is binding and shall be binding to both parties and that, with the consent of the court, this agreement shall be made a part of the final decree of divorce entered into between the parties.

It is further agreed that irrespective of the court's consent to this becoming a part of the final decree of divorce, this agreement of consent is binding on both parties and shall govern the disposition of their properties and each agrees that he or she will not try to overturn it.

Signed,

S/Mike L. Lane
MIKE L. LAND

S/Frances G. Land
FRANCES G. LAND

Witness

S/David McGee
DAVID McGEE

It is further ORDERED that, pursuant to the property settlement agreement executed by the parties, plaintiff shall take all right, title and interest in and to the real property located at 2905 Harbour View Drive, Nashville, Davidson County, Tennessee, which property is described as follows:

> Being Lot No. 83 on the Plan of Harbour Town Village, Section I, as of record in Book 4675, page 4.
>
> Said Lot No. 83 fronts 80 feet along a curve on the southerly side of Harbour View Drive and extends back 140.20 feet on the westerly side and 157.57 feet on the easterly side line, to a broken line measuring 114.11 feet thereon.
>
> Being part of the property conveyed to American Homes, a partnership comprised of Ralph Stevens and Melvin Jones, by deed from Home Service Corporation, a Tennessee corporation, as of record in Book 4787, page 143.

Costs of this cause shall be taxed to the defendant.

This the _____ day of _____, 1976.

JOE C. LOSER, JR., JUDGE

APPROVED FOR ENTRY:

Rose Palermo

Rose Palermo
Attorney for Plaintiff
Cheatham & Palermo, Attorneys
43 Music Square West
Nashville, Tennessee 37203

I hereby certify that I mailed a copy of the foregoing decree to defendant Frances Gerstlauer Land at her address of 141 Neese Drive, Apt. A-30, Nashville, Tennessee 37211, on this 29 day of November, 1976.

Rose Palermo
Rose Palermo

Mail Rec Saltsmo. Atty
Rec 631 - 17th Ave S.
Nash - Tenn 37203

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IDENTIF. REFERENCE

JAN 12 9 32 AM '77

REGISTER
DAVIDSON CO., TENN.

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JAN 12 MISC 8* 8.00 * 8.00

Min Book 1103 / 1246

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* Michael Lee Land *Plaintiff, and* Frances Gerstlauer Land *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* 12 *day of* Jan. *in the year one thousand nine hundred and* seventy-six *and in the* 201st. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Brenda L West, D. C.

Form #GR-117