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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Maj. 51-7 Par. 25

GLENNA RAY GANT)
)
)
vs.)
)
)
DONALD WAYNE GANT)

NO. 78343

FINAL DECREE

This cause came on to be heard on this, the 20th day of September, 1976, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original bill of complaint, personal service on the defendant, answer filed by the defendant and subsequently withdrawn and the case ordered heard on the non-contested docket, from interrogatories furnished by the plaintiff and the entire record, from all of which the Court is of the opinion that the defendant, Donald Wayne Gant, is guilty of such cruel and inhuman treatment or conduct towards the complainant as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between the complainant and the defendant be, and they hereby are, absolutely and perpetually dissolved, and the complainant, Glenna Ray Gant, be and she hereby is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the complainant 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, which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this first day of September, 1976, by and between Glenna Ray Gant, hereinafter called "Wife", and Donald Wayne Gant, hereinafter called the "Husband," both residents of Davidson County, Tennessee:

Witnesseth:

WHEREAS, Husband and Wife were married on February 2, 1962, in Nashville, Tennessee, and two children, Kerry Dee Gant and Donald David Gant, have been born to this marriage; and

WHEREAS, Husband and Wife are presently living separate and apart and a divorce action is pending; and

WHEREAS, the parties desire to settle any dispute they might have with one another in regard to the custody of the minor children of the parties and a division of their property; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Wife will have the absolute care, custody and control of the minor children of the parties, Kerry Dee Gant, Dona David Gant, and the Husband shall be entitled to visitation at reasonable times and places.

2. Wife shall receive the real estate of the parties known as 410 West Due West, Nashville, Tennessee, to be more particularly described and according to the terms and conditions to be incorporated in the Final Decree, which Decree shall result in the property being vested in the Wife solely and in fee simple; subject to Wife's assumption of the mortgage.

3. Wife shall receive all of the household furnishings and other personal property within the aforementioned residence on Due West Avenue.

4. Wife shall receive a lump sum cash payment in the amount of approximately Six Thousand Dollars ($6,000.00) acknowledged by Wife as having already been received.

5. Husband shall pay One Thousand Dollars ($1,000.00) per month as alimony to Wife, with the payments to begin on September 1, 1976, and to continue until the death or remarriage of the Wife, or until the death of Husband, whichever event may occur first.

6. Husband shall pay Four Hundred Dollars ($400.00) each month for the support and maintenance of the minor children of the parties, said payments to begin on September 1, 1976, continuing proportionately until each child shall have reached his eighteenth birthday, said payments to be made directly to Wife. Wife agrees that Husband shall be entitled to the dependent deduction allowance for the minor children pursuant to Section 152(e)(2) of the Internal Revenue Code of 1954 as amended. In addition to this support, Husband shall pay all tuition for the children to attend the B. C. Goodpasture Christian School and make said payments directly to the School. Said payments are to be made beginning September 1, 1976 as required. Husband shall determine the method of payment he intends to make with the tuition and shall notify Wife of same upon the execution of this Agreement.

7. Husband shall maintain hospitalization insurance policies extending coverage to the minor children of the

parties until each has reached his eighteenth birthday and shall pay all premiums relating to said policies.

8. Husband further agrees to make the minor children of the parties beneficiaries of a life insurance policy in the amount of One Hundred Twenty-five Thousand Dollars ($125,000.00) policy number HO1-2-710-428 carried by State Farm Life of Illinois. Said policy is presently in force and Husband agrees to maintain the herein described policy until said children shall reach their respective eighteenth birthdays.

9. Wife shall have possession of the motor vehicle she is presently driving and Husband will do anything necessary to change title to said vehicle to Wife.

10. Husband shall pay Nine Hundred Dollars ($900.00) to Thomas C. Binkley, attorney for Wife, as his fee for services in this cause.

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 his or her suits in the Courts of Davidson County, Tennessee, or the right of the other party to defend same, but is simply and solely a property settlement agreement between the parties.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and date first above written.

Witness

Glenna Ray Gant, Wife

Witness

Donald Wayne Gant, Husband

The Court, in approving the aforesaid property settlement agreement, does hereby make it the decree of this Court in all respects.

It further appearing from the property settlement agreement that plaintiff values her marital rights at $25,000.00, which defendant has agreed to satisfy in a lump sum award comprised of his interest in the property known as 410 West Due West Avenue, Nashville, Tennessee, valued at $19,000.00, together with the savings account in the amount of $6,000.00 as set forth in the property settlement agreement of 1 September, 1976, between the parties, which has been incorporated herein.

In compliance with the property settlement agreement and the above language and to transfer the real estate of the parties, it is, therefore, ORDERED, ADJUDGED and DECREED that the real estate of the parties, described as follows:

> A certain tract or parcel of land in Davidson County, Tennessee, as follows:
>
> A small tract of land in the 11th Civil District of said county and state, being known as Lot Number 9 on the map of the Subdivision of the Beasley property, Section 1 not of record, as follows:
>
> Beginning at a point in the north line of Due West Avenue at the corner of Lots Number 9 and 10;thence with the line between said lots northerly 350 feet to a point; thence westerly 200 feet to the corner of Lots Number 8 and 9; thence with the line between said lots southerly 350 feet to the north margin of Due West Avenue; thence with the margin of the same, easterly 200 feet to the beginning.
>
> Being the same property conveyed to Donald Wayne Gant and wife, Glenna Ray Gant, by deed from Paul M. Hodgson, Jr. and wife, Joan H. Hodgson, of record in Book 4454, Page 985, Register's Office for Davidson County, Tennessee.

be divested out of the defendant, Donald Wayne Gant, and vested in the plaintiff, Glenna Ray Gant, in fee simple.

The defendant, Donald Wayne Gant, will pay the costs of this cause, for all of which execution may issue if necessary.

S/ Benson Trimble
JUDGE

9-24-76

Approved for Entry:

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S/ Thomas C. Binkley
Thomas C. Binkley
Attorney for Plaintiff

C E R T I F I C A T E

I certify that a copy of the foregoing final decree has been mailed to W. Robert Thompson, Attorney for the Defendant, 2 Music Circle South, Nashville, Tennessee 37203, this 22nd day of September, 1976.

FEB23 MISC 8* 12.00 * 12.00

S/ Thomas C. Binkley
Thomas C. Binkley

D90544

IDENTIF. REFERENCE

FEB 23 1 32 PM '77

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

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* copy of divorce decree ~~transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* Glenna Ray Gant, *Plaintiff, and* Donald Wayne Gant, *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* 23rd *day of* February *in the year one thousand nine hundred and* seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mildred Carter, *D. C.*