6-21-77
142C/1414

ANDREA LEE SMITH ECKLUND	]	IN THE FIRST CIRCUIT COURT
	]	OF
-vs-	]	DAVIDSON COUNTY, TENNESSEE
MARTIN DOUGLAS ECKLUND	]	NO. 56190

FINAL DECREE Map 148-7 Par. 65

This cause came on to be heard on the 13th day of June 1977 before the Honorable J. William Rutherford, Judge, upon the petition for absolute divorce filed by the complainant, answer and cross-complaint filed by the defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, statement in open court of the terms of a property settlement agreement which had been agreed upon by the parties, testimony of complainant and her corroborative witness, and from the entire record in this cause. From all of which the Court finds that the defendant, Martin Douglas Ecklund, has been guilty of such cruel and inhuman treatment or conduct towards complainant as renders further cohabitation unsafe and improper. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Andrea Lee Smith Ecklund, is awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the cross-complaint for absolute divorce filed by the defendant is hereby dismissed.

It is further ORDERED AND ADJUDGED by the Court that the absolute care, custody and control of the minor child of the parties, to-wit: Marshall Vincent Ecklund, is awarded to the complainant, with the right of the defendant to visit with the minor child every other weekend from Friday at 7:00 P.M. until Saturday at 7:00 P.M., and on Sunday at 1:00 P.M. until 7:00 P.M., said visitation privileges to begin on the 17th of June, and continue every other weekend thereafter until further orders of the Court. It is expressly ORDERED that the defendant shall be enjoined and restrained from visiting with the minor child should he be drinking intoxicants or under the influence of alcoholic beverages and should the defendant's parents be with the minor child, they likewise will be enjoined from drinking or being under the influence of intoxicants or alcoholic beverages.

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It is further ORDERED AND ADJUDGED by the Court that should the minor son go on a weekend camping trip with the defendant or the paternal grandparent during a weekend visit, then he will not be returned to the home of the complainant until Sunday night, but it will be the responsibility of the defendant or the paternal grandparents to advise the complainant on Friday of such weekend camping trip so she might plan accordingly.

It is further ORDERED AND ADJUDGED by the Court that the defendant shall pay the sum of $175.00 per month as child support, said payments to be made into the Circuit Court Clerk's Office, which amount shall include the Clerk's commission for handling. The first payment is due June 15, 1977 and will be in the amount of $87.50 and beginning on July 15, 1977 and on the 15th of each month thereafter, the full sum of $175.00 per month shall be due and payable.

It is further ORDERED AND ADJUDGED by the Court that all right, title and interest which the defendant, Martin Douglas Ecklund, has in and to the real property of the parties located at 117 Denise Drive, Antioch, Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 818 on the Plan of Cherokee Hills, Section 8, as of record in Book 3700, page 154, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 818 fronts 72.0 ft. on the southerly margin of Denise Drive and extends back 178.1 ft. on the westerly line and 116.1 ft. on the easterly line to a line in the rear which measures 99.1 ft. thereon.
>
> Being the same property conveyed to Martin Douglas Ecklund and wife, Andrea Lee Ecklund, by deed from Donald C. Mayberry, et ux, of record in Book 4900, page 568, RODC, Tennessee.

shall be divested out of him and the sole and exclusive ownership of said real property shall be vested in the complainant, Andrea Lee Smith Ecklund, in fee simple, absolute, it being her responsibility to assume the first mortgage indebtedness thereon. Complainant will take possession of the aforementioned real property on July 1, 1977 and shall be responsible for the first mortgage payment beginning in July of 1977. All mortgage payments incurred prior to July 1, 1977 shall be the sole responsibility of the defendan Martin Douglas Ecklund.

It is further ORDERED AND ADJUDGED by the Court that there is presently payable to these parties a monthly payment resulting from the sale of property previously owned by the parties in the total amount of $5,803.18. The total amount is payable $131.00 per month. There is likewise owing by the parties

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as a second mortgage on their home the amount of $4,379.76 payable to the defendant's parents. It is therefore the order of the Court that the defendant will collect the monthly mortgage payment due these parties from the sale of previously owned property and that he shall pay directly to the complainant one-half of each monthly sum collected, which amount the complainant will then pay to the defendant's parents as payment toward the second mortgage on the home previously awarded to her by this Court. The complainant will not be required to make any additional payments on the second mortgage presently in force on her home other than the payments received from the defendant as aforementioned. Should payments to the parties on the second mortgage be terminated, then complainant will not be required to make additional payments on the second mortgage on her home until such time as the home is sold, and to this extent, the defendant is ORDERED to hold the complainant harmless and indemnify her from any responsibility on said second mortgage other than the payments from the note payable to these parties. If the complainant sells the property at 117 Denise Drive, Antioch, Davidson County, Tennessee, then the entire balance owing, on the second mortgage shall be due and payable, plus any accrued interest not to exceed 6%, and upon full payment of the second mortgage, then complainant will not be entitled to receive any additional funds from the note presently payable to these parties.

It is further ORDERED AND ADJUDGED by the Court that all of the household furniture, furnishings, appliances and personal property of these parties shall be awarded exclusively to the complainant, Andrea Lee Smith Ecklund, with the exception of the following items, which will become the property of the defendant. Those items of personal property that will become the property of the defendant are as follows: Pool table, ping pong table; bar and stools; imported wine collection and rack; his clothes, personal artifacts and recliner chair.

It is further ORDERED AND ADJUDGED that defendant will in no way destroy, damage, encumber, mortgage or do away with any of the furniture and personal property which shall become the property of the complainant and will be responsible for the protection of those articles of personal property until he vacates the premises where he is presently living.

It is further ORDERED AND ADJUDGED that all right, title and interest which the defendant has in and to the 1973 Buick automobile shall be divested out of him and the sole and exclusive ownership of said motor vehicle shall be awarded to the complainant, it being the responsibility of the defendant

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to award her free, clear and unencumbered title to said motor vehicle immediately.

It is further ORDERED AND ADJUDGED that all right, title and interest which the complainant has in and to the 1974 Chevrolet, boat, motor and trailer shall be divested out of her and these items shall become the exclusive property of the defendant.

It is further ORDERED AND ADJUDGED that the defendant shall be responsible for maintaining in full force and effect hospital and medical insurance coverage for the benefit of the minor child until such time as he attains the age of eighteen (18) years.

It is further ORDERED AND ADJUDGED that the defendant shall be responsible to maintain in full force and effect certain life insurance policies on his life with Northwestern Mutual Life Insurance Company, with the minor child designated as the irrevocable beneficiary thereof, until such time as the minor child attains the age of eighteen (18) years.

It is further ORDERED AND ADJUDGED that the complainant's solicitor of record, Robert L. Jackson, shall have and recover of the defendant a judgment for attorney fees in the amount of $700.00, said fee to be payable at the rate of $100.00 per month, the first payment being due on July 15, 1977 and a like sum on the 15th of each month until paid in full.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

AUG-4-77 MISC B* 10.00 * 10.00

S/ J. William Rutherford
JUDGE

6-21-77

APPROVED:

S/ Robert L. Jackson
Attorney for Complainant

S/ Lawrence Hudson
Attorney for Defendant

IDENTIF. REFERENCE

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FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

E 18550

Mail
Robert F. Jackson Atty
316 3rd Ave N
Nash. Tenn

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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* Andrea Lee Smith Ecklund *Plaintiff, and* Martin Douglas Ecklund *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* 4 *day of* August *in the year one thousand nine hundred and* 77 *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GK-117