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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 5411 PAGE 983

LINDA KAYE GLOVER §
§
-versus- § No. 64876
§
ALLAN HAYES GLOVER §

F I N A L D E C R E E

This cause came on to be heard on this the 5th day of June, 1972 before the Honorable Benson Trimble, Judge, upon complainant's original bill of complaint, pro confesso, oral testimony of complainant and corroborating witnesses in open Court, statement of counsel, and upon the entire record in this cause, from all of which it appears to the satisfaction of the Court that the allegations contained in the original bill have been fully sustained by the proof; that is, that the defendant has been guilty of such cruel and inhuman treatment towards the complainant as renders further cohabitation unsafe and improper.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Linda Kaye Glover, be and is hereby granted a divorce from the defendant, Allan Hayes Glover, and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement heretofore entered into by the parties be made a part of this decree:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this the 24th day of January, 1972, by and between LINDA KAYE GLOVER and ALLAN HAYES GLOVER,

W I T N E S S E T H :

WHEREAS, the parties are now married, each to the other and Linda Kaye Glover has instituted in the Fourth Circuit Court of Davidson County, Tennessee, an action for divorce against Allan Hayes Glover, being Rule No. 64876 on the records of the said Court; and,

WHEREAS, the parties agree that it would be to their mutual interest to determine and agree upon the distribution of the property, both real and personal, held by either of them, or as tenants by the entireties, and to agree upon the custody

and support of the minor child of the parties in the event that the said Fourth Circuit Court of Davidson County, Tennessee, should grant to the said Linda Kaye Glover a divorce from the said Allan Hayes Glover, said property settlement agreement being subject to the approval of said Court, it is, therefore, agreed by and between the parties as follows:

1. It is agreed by the parties that the complainant shall have the care and custody of the minor child of the parties with such reasonable rights of visitation in the said Allan Hayes Glover.

2. It is further agreed by the parties that the defendant shall contribute to the support of the minor child of the parties in the amount of $20.00 per week, the same being payable to the complainant and payments to begin on February 1, 1972.

3. It is further agreed by the parties that the complainant shall have as her own, free and clear of any claims from the defendant the following items:

All personal belongings
All the minor child's personal belongings
All furniture with the exception of:

1 couch and matching chair
1 valet
1 black vinyl chair
1 Vantrease painting
1 Van Gogh print
1 pot-bellied stove and spitoon

All applicances, with the exception of:

1 stove

All pots, pans, dishes and linens

4. It is further agreed by the parties that the defendant shall have as his own, free and clear of any claims from the complainant, all his personal belongings and all items excepted from the above list of complainant.

5. It is further agreed that the complainant shall receive the Volkswagen in good running order, including a new windshield, and shall pay the note on the car.

6. It is further agreed that the defendant shall pay all legal fees in this cause.

7. It is further agreed that the complainant will take the Cain-Sloan and Castner-Knott charge cards, along with the amounts charged thereon.

8. It is further agreed that the complainant will return the Penney's and Master Charge cards to the defendant.

9. It is further agreed that the defendant shall keep the refrigerator until such time as the complainant may need it or if the defendant should move from the home or sell the home, he will return the same to her.

10. It is further agreed that the defendant shall have the motorcycles, the panel truck and the 1969 GTO automobile.

11. It is further agreed that the property located at 527 Westcrest Drive, Davidson County, Tennessee, shall be vested in the defendant and divested out of the complainant with the provision that he shall pay the sum of $1,000.00 to the complainant within one (1) year from the date of this instrument or within a 30-day period from the closing date, if the house is sold within one(1) year from the date of this instrument, the said $1,000.00 representing her interest in

H U N U T E S, MAY TERM, ON THE SEVENTH DAY OF JUNE, 1972

the real estate. It is further agreed that the $1,000.00 will remain as a lien on the real estate until fully paid. The property being more particularly described as follows:

> Land in Davidson County, Tennessee, being the northerly part of Lot No. 323 on the Plan of Whispering Hills, Section II-B, of record in Book 2331, page 155, Register's Office for said County, and 0.17 acre tract lying west of said Lot 323 described according to a survey by E. L. Miller, Jr., and Company, dated Feb. 9, 1962, as follows:
>
> BEGINNING at an iron pin in the westerly margin of Westcrest Drive at a point 40 feet north of a monument set at the beginning of a curve at the entrance of Valleywood Drive, thence leaving said Drive South 88 degrees 26' West 90 feet to an iron pin; thence North 1 degree 34' West 198.1 feet to an iron pin; thence North 13 degrees 58' East 47.8 feet to an iron pin at the common corner of Lots 323 and 324 on said plan; thence with the line between said lots easterly 186.6 feet to a point in the westerly margin of Westcrest Drive; thence with the margin of the same, southerly 113.5 feet to the point of beginning.
>
> BEING the same property conveyed to Allan H. Glover and wife, Linda K. Glover, by deed from George Romney, Secretary of Housing and Urban Development of record in Book _____, page_____, Register's Office for Davidson County, Tennessee.

It is further agreed that this property settlement agreement may be made a part of the Final Decree in the event that a divorce is granted to the complainant.

/s/ LINDA KAYE GLOVER

/s/ ALLAN HAYES GLOVER

/s/ WITNESS

/s/ WITNESS

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

JUDGE

APPROVED FOR ENTRY:

J. WILLIAM RUTHERFORD
Attorney for Complainant

I hereby certify that I have mailed a copy of this instrument to adversary or his counsel of record this 5th day of June, 1972.

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MINUTES, MAY TERM, ON THE SEVENTH DAY OF JUNE, 1972

2187 03/30 8.00 CHECK

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, 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* Linda Kaye Glover *Plaintiff, and* Allan Hayes Glover *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* 30th *day of* March *in the year one thousand nine hundred and* seventy nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Hoots, *D. C.*

Form #GR-117