1196/1122
10/27/80

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MALLIE MAI CLARK GLENN )
)
)
VS. )
)
)
SILAS MOSES GLENN )

Map 105-J
Par 84 J

NO: 80D-1792

BOOK 5709 PAGE 100

FINAL DECREE

This cause came on to be heard before the Honorable Joe C. Loser, Jr., Judge, on the 22nd day of October, 1980, upon the original bill filed by plaintiff, answer and counter-complaint filed by defendant, answer to counter-complaint filed by plaintiff, property settlement agreement, testimony of the plaintiff, statement of counsel and the entire record in this cause; from all of which the Court finds that the parties are entitled to an absolute divorce upon the statutory ground of irreconcilable differences; and further that the property settlement agreement heretofore entered into by and between the parties is in all things approved and should be made a part of this final decree.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the parties, Mallie Mai Clark Glenn and Silas Moses Glenn, are hereby granted an absolute divorce and they are restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement should be made a part of this decree. Said property settlement is in words and figures as follows:

"THIS AGREEMENT, made and entered into this 22nd day of October, 1980, by and between MALLIE MAI CLARK GLENN, hereinafter referred to as "Wife" and SILAS MOSES GLENN, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife and there is now pending a suit for divorce between them, as referenced above; and,

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WHEREAS, irreconcilable differences have arisen between the parties to cause them to determine that they can no longer continue the marriage relationship and cohabit as man and wife; and,

WHEREAS, it is the desire of the parties to enter into a written agreement making adequate and sufficient provision for the custody and maintenance of the minor children of the parties; namely, Douglas Moses and Paul Alfred, and for the equitable settlement of the property rights between the parties, it being understood by and between the parties that by entry into this agreement they are posturing their divorce litigation in such a way as to afford the Court an opportunity to grant a divorce to them on the ground of irreconcilable differences, that being the desire of both parties. Both parties agree that this agreement shall be incorporated into the final decree in this divorce action if and when it is approved and the decree is entered by the Court.

NOW THEREFORE, for and in consideration of the mutual covenants and promises made between the parties, it is agreed as follows:

1. That all right, title and interest the husband has in the home of the parties located at 1402 Caldwell Avenue, Nashville, Tennessee be divested out of him and vested solely in wife and the two minor children of the parties, namely Douglas Moses and Paul Alfred. Said property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 25 on the Plan of D. B. Blakemore's Subdivision of Lawrence Lawn, as of record in Book 161, page 165, Register's Office for said County, described according to a survey made by Barge, Waggoner, Sumner and Cannon, Engineers, dated May 27, 1975, as follows:
>
> Beginning at a point in the northerly margin of Caldwell Avenue at the common corners of Lots Nos. 25 and 26, being 484.04 feet west of the westerly margin of Twelth Avenue South; thence leaving said Avenue with the line between said Lots Nos. 25 and 26, North 7 deg. 30' East, 174.5 feet to an iron pin in the southerly margin of Alley No. 633; thence with said alley, North 82 deg. 05' West, 50 feet to an iron pin in the common rear corner of Lots Nos. 24 and 25; thence leaving said alley with the line between Lots Nos. 24 and 25, South 7 deg. 30'

West, 174.6 feet to an iron pin in the northerly margin of Caldwell Avenue; thence with the same South 82 deg. 16' East, 50.0 feet to the point of beginning, containing 8,727 square feet.

Being the same property conveyed to Silas M. Glenn and wife, Mallie M. Glenn by deed from Sarah Jean Holderfield Zeitlin and husband, Robert S. Zeitlin, d/b/a Holderfield Enterprises, of record in Book _____, page _____. Register's Office for Davidson County, Tennessee.

2. That all right, title and interest the husband has in the furniture of the parties located in said home at 1402 Caldwell Avenue, Nashville, Tennessee, is hereby divested out of him and vested solely in wife.

3. The wife agrees that the husband shall have until December 1, 1980 to vacate said home.

4. Wife agrees to assume and pay balance owing on the mortgage owing to the First Mid South and the second mortage owing to First American National Bank, on the property located at 1402 Caldwell Avenue, Nashville, Tennessee, and will hold the husband harmless from same.

5. The husband shall have as his property the record player and all personal effects such as clothing.

6. The wife shall have exclusive custody of the two minor children of the parties; namely, Douglas Moses and Paul Alfred, and defendant shall have visitation rights with said children at reasonable times and reasonable places provided he is not under the influence of alcohol or any drug.

7. The husband agrees that the children shall continue to receive the money that they are presently receiving from his pension.

8. Both husband and wife agree to be responsible for payment of their own attorney fees.

9. The w i f e agrees to pay the costs of this cause.

10. The parties hereto affirmatively state that this agreement is entered into voluntarily and without any undue influence or misrepresentation. The provisions of this agreement and their effect are fully known to each of the parties and each