7-8-75
138A/340

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

NORMAN EUGENE CRUISE]
]
]
]
VS.] NO: 77570
]
]
]
MARTHA SUE CRUISE]

Map 50-15
Par 187 Js

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D E C R E E

This cause came on to be heard before the Honorable J. William Rutherford, Judge of the First Circuit Court, on the 2nd day of July, 1975, upon the petition for absolute divorce filed by plaintiff, answer and cross-petition, order setting the case on the non-contested docket, witnesses heard in open Court, statement of counsel and the entire record; from all of which the Court finds that the cross-plaintiff, Martha Sue Cruise, is entitled to an absolute divorce from the cross-defendant, Norman Eugene Cruise, upon the statutory ground of cruel and inhuman treatment.

The Court further finds that the property settlement agreement heretofore entered into between the parties is in all things approved and should be made a part of this decree.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the cross-plaintiff, Martha Sue Cruise, is hereby granted an absolute divorce from the cross-defendant, Norman Eugene Cruise, and she 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 between the parties is fair, just and equitable and the same is hereby made a part of this Final Decree of Divorce, and same is in words and figures as follows, to wit:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, it appearing to the Court that the husband in this cause, Norman Eugene Cruise, and the wife, Martha Sue Cruise, have encountered marital difficulties which appear irreconcilable; and

WHEREAS, the parties through their respective attorneys, have agreed, subject to the approval of the Court, to a certain disposition and settlement of each other's property rights in the properties held by the parties as tenants by the entirety; and

WHEREAS, each has been advised by counsel as to their rights to submit such property interests to the Court and have agreed that this agreement should be filed as a part of the final order in this Court, if such meets with the approval of the Court.

NOW THEREFORE, for the mutual considerations and benefits provided herein, the parties have agreed as follows:

(1) Norman Eugene Cruise agrees to convey to Martha Sue Cruise as alimony, all of his right, title and interest to the property located at 3180 Robwood Drive, Nashville, Davidson County, Tennessee, and Martha Sue Cruise agrees to assume all indebtedness related to such residence, and assume the first mortgage upon same, and agrees to hold Norman Eugene Cruise harmless for same;

(2) Norman Eugene Cruise agrees to convey all of his right, title and interest to the furniture and fixtures located in such residence at 3180 Robwood Drive, Nashville, Davidson County, Tennessee, and shall make the remaining payments on a den couch and chair;

(3) Norman Eugene Cruise agrees to convey to Martha Sue Cruise, all of his right, title and interest to a 1974 Pinto Ford Stationwagon, and agrees to sign all necessary title documents for such transfer, and Martha Sue Cruise agrees to make all final payments on the indebtedness incurred on such automobile and to hold Norman Eugene Cruise, harmless from any further indebtedness related to such automobile;

(4) Both parties agree that they will convey to Gary Gober, Trustee, all of their right, title and interest to the property located at 3141 Ewingdale in Nashville, Davidson County, Tennessee, and it is specifically agreed that said Gary Gober, as Trustee, shall

make a re-conveyance to Norman Eugene Cruise and Martha Sue Cruise of such property as tenants in common with the right of survivorship with the provision that all indebtedness, repairs, taxes, insurance, etc. shall be paid for equally by the parties and that should a sale result, each would receive fifty per cent (50%) of the net proceeds from such property as well as fifty per cent (50%) from the rent and other income produced from such property until said property is sold;

(5) Norman Eugene Cruise agrees to pay to Martha Sue Cruise, beginning with the month of June, 1975, and continuing for a period through May 31, 1976, the sum of One Hundred ($100.00) each month as alimony and after the final payment in May of 1976, such alimony shall cease and the above conveyances are agreed to by the said Martha Sue Cruise as alimony in solido and is in settlement of all claims for alimony and attorney's fees arising out of the divorce by and between the parties.

This instrument bearing date of the _____ day of _____, 1975, has been entered into freely and voluntarily by each of the parties, upon the advice of their respective counsel and is to be construed as a conveyance by the husband, Norman Eugene Cruise, to the wife, Martha C. Cruise, as alimony in solido, and it is the express intention of the parties that any controversy arising from same shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____, 1975.

_____ _____

WITNESS NORMAN EUGENE CRUISE

_____ _____

WITNESS MARTHA SUE CRUISE

The cross-defendant shall pay the costs of this cause for which execution may issue, if necessary.

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APPROVED FOR ENTRY:

Attorney for Cross-Plaintiff

Attorney for Cross-Defendant

H 64031

IDENTIF. REFERENCE

AUG 1 11 09 AM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

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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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Norman Eugene Cruse *Plaintiff, and* Martha Sue Cruse *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* 1st *day of* Aug *in the year one thousand nine hundred and* 83 *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*