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FILED 128B/907

1983 SEP -6 AM 9:55
GEORGE L. HOOKER, CLERK
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GLADYS MAE (SANDIFER) STRANGE)
)
VS.) NO. 83D-1925
)
CARL DORRIS STRANGE)

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FINAL DECREE

This cause came on to be heard on the 6th day of September, 1983, before the Honorable Harry Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, service of process by certified mail upon the defendant, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, whereupon it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Property Settlement Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, Gladys Mae (Sandifer) Strange, is granted an absolute divorce from the defendant, Carl Dorris Strange, on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore executed by the parties is hereby adopted in its entirety as an order of this Court and more particularly set out as follows, to wit:

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IDENTIF. REFERENCE

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FELIX ... REGISTER
DAVIDSON COUNTY, TN

RUSH

map: 53-5-42
Field Book: 110 91161

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GLADYS MAE (SANDIFER) STRANGE)
)
VS.) NO. _____
)
CARL DORRIS STRANGE)

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 13th day of June, 1983, by and between GLADYS MAE (SANDIFER) STRANGE, hereinafter called "Wife", and CARL DORRIS STRANGE, hereinafter called "Husband":

W I T N E S S E T H

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under TCA 36-801;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. The husband will pay to the wife the amount of $150.00 per week for a period of six months from the date of this Agreement to compensate her for the living expenses that she expects to incur during that period of time.

2. The wife will receive the household furnishings and appliances located at the residence of the parties at 1264 Cheyenne Boulevard, Madison, Davidson County, Tennessee.

3. She will receive full title to the 1981 Mark VI automobile.

4. The parties will divide the cash in Money Markets consisting of $7,800.00 with First American National Bank, $2,700.00 with

First American National Bank and $33,000.00 with Nashville City Bank.

5. The wife will receive all right, title, and interest in fee simple in the residence owned by the parties at 1264 Cheyenne Boulevard, Madison, Davidson County, Tennessee, and the same is hereby divested from the husband and vested in the wife in fee simple, said property more specifically described herein as follows, to wit:

> Being Lot No. 132 on the Plan of Sequoia Valley, Section 3, as of record in Book 4460, page 83, Register's Office for said County, as follows:
>
> Beginning at an iron pin in the west margin of Cheyenne Boulevard, at the common front corner of Lots 131 and 132; thence with the line between said two lots, west 124.8 feet to a concrete monument; said point being the common rear corner of Lots 131, 132, 133 and 134; thence with the line between Lots 132 and 133, southeast 137.2 feet to an iron pin in the northwest margin of Canton Pass; thence with the margin of the same, East 74 feet to a concrete monument at the beginning of a curve to the left having a radius of 25 feet; thence around said curve, 39.27 feet to a concrete monument in the west margin of Cheyenne Boulevard; thence with the margin of the same, North 103.8 feet to the point of beginning.
>
> Being part of the property conveyed to Carl D. Strange and wife, Gladys Strange, by deed from Robert W. Slate and wife, Ruth N. Slate, of record in Book 4705, page 636, said Register's Office.
>
> Restrictions recorded in Book 4598, page 384; and in Book 4047, page 877; said Register's Office.

6. The husband will receive all right, title, and interest in and to the business known as Capitol Dental Laboratories and the wife is hereby divested of any interest that she has in said property.

7. The husband will receive all personal property in his possession at the time of the execution of this instrument.

8. The husband will furnish hospitalization insurance for the wife for a period of six months from the date of the execution of this instrument.

9. The husband will pay all attorneys fees and court costs incurred herein.

10. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce, and it shall in no way restrict either party's right to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

11. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of the husband from all other obligations to support the wife and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by the wife and the husband, or any property that either of them may acquire in the future.

12. Each of the parties agree to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this agreement.

13. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amound paid, inclusive of interest and legal expenses, if any.

14. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

GLADYS MAE (SANDIFER) STRANGE

CARL DORRIS STRANGE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named GLADYS MAE (SANDIFER) STRANGE, who acknowledged that she executed the above Property Settlement Agreement for the purposes therein contained.

This 13th day of June, 1983.

NOTARY PUBLIC

My Commission Expires: 1/20/85

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named CARL DORRIS STRANGE, who acknowledged that he executed the above Property Settlement Agreement for the purposes therein contained.

This 13th day of June, 1983.

NOTARY PUBLIC

My Commission Expires: 1/20/85

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed to the defendant as set out in the Property Settlement Agreement, for which execution may issue, if necessary.

This 6 day of September, 1983.

JUDGE

Approved for Entry:

HAYNES AND ASSOCIATES

BY: Joe M. Haynes
JOE M. HAYNES
Attorney for Plaintiff

140 North Main Street
Goodlettsville, Tennessee 37072

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to Mr. Carl Dorris Strange, Defendant, 713 Lemont Drive, Nashville, Tennessee 37216, on this 6 day of September, 1983.

BY: Joe M. Haynes
JOE M. HAYNES

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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* Gladys Mae Sandifer Strange *Plaintiff, and* Carl Dorris Strange *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* 11th. *day of* October *in the year one thousand nine hundred and* Eighty-Three *and in the* 208th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Rooker, *D. C.*

Form #GR-117