7/11/95
29-C/1343

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IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VICKI YVONNE KING SANTIAGO,)
)
Plaintiff,)
)
vs.) NO. 78848
)
BENNY LEE SANTIAGO,)
)
Defendant.)

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IDENTIFICATION REFERENCE

FINAL DECREE

This cause came on to be heard before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon Plaintiff's original Complaint for Absolute Divorce, personal service of process on the Defendant, a Default Judgment entered against the Defendant, testimony of Plaintiff and her corroborating witnesses in open Court, statement of Counsel, and the entire record in the cause; from all of which the Court is of the opinion that the proof sustains the allegations of the Complaint, to wit: That the Defendant has been guilty of such cruel and inhuman treatment or conduct towards Plaintiff as renders further cohabitation between the parties unsafe and improper and further that the Settlement Agreement executed by the parties should be approved.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that the Plaintiff be, and the same is hereby granted an Absolute Divorce from the Defendant; that the bonds of matrimony heretofore subsisting between the parties be, and the same are perpetually dissolved; and, that the Plaintiff be restored to all the rights and privileges of an unmarried person.

It is, FURTHER, ORDERED, ADJUDGED and DECREED by the Court that the Settlement Agreement executed by the parties, be and the same is hereby approved by the Court to wit:

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VICKI YVONNE KING SANTIAGO,)
Plaintiff,)
vs.) NO. 78848
BENNY LEE SANTIAGO,)
Defendant.)

SETTLEMENT AGREEMENT

This agreement made and entered this 9th day of July, 1975, by and between Vicki Yvonne King Santiago, hereinafter referred to as "Wife" and Benny Lee Santiago, hereinafter referred to as "Husband",

WITNESSETH:

Whereas, the parties hereto have ceased living together as Husband and Wife and irreconcilable differences have arisen which render it impossible for them to hereafter live together; and,

Whereas, Wife has instituted an action for an Absolute Divorce, which action is presently pending in the Circuit Court for Davidson County, Tennessee; and,

Whereas, the parties are desirous of making a full and final settlement of their property interests, both real and personal, and matters pertaining to the custody, maintenance and support of the two minor children of the parties, to wit: Darrin Lee Santiago and Amy Michelle Santiago;,

Now, therefore, in consideration of the mutual covenants contained herein and the mutual benefits to be derived by each from this Agreement, the parties agree as follows:

1. Husband shall within ten (10) days following the granting of a Decree of Absolute Divorce to Wife, execute a quit claim deed conveying all of his right, title and interest in and to that certain real property wherein the parties maintained their principal residence, located at 533 Canton Pass, Madison, Davidson County, Tennessee. In the event that the house must be sold, Husband retains the first option to assume the loan and pay wife the sum of Five Thousand and no/100 ($5,000.00) Dollars. If husband does not assume loan then the house will be sold and the proceeds divided equally.

2. All right, title and interest in the furniture, accessories and appliances located in the parties residence at 533 Canton Pass, Madison, Tennessee, shall be, and the same are hereby divested out of Husband and vested in Wife, in fee.

3. That Husband will transfer to Wife the title to the 1974 Monte Carlo automobile presently being driven by her.

4. Wife shall have the exclusive care, custody and control of the minor children of the parties and Husband shall be granted reasonable visitation privileges with said children.

5. Husband shall pay to the Wife the sum of $55.00 per week for the support and maintenance of the minor children of the parties.

6. Each party agrees to execute and deliver such documents as may be reasonably necessary to carry out the intents and purposes of this agreement.

7. Each party acknowledges this agreement to be fair and equitable and agree that in the event a divorce is granted to Wife, said agreement shall be incorporated in the Final Decree if approved by the Court.

Executed at Nashville, Tennessee, the day and year first above written.

/S/_____

/S/_____ 2517 10/15 0101 03CHECK 20.00

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

Enter this 10th day of July, 1975.

JUDGE

Enter This 11 Day of July, 1975

APPROVED FOR ENTRY:

S. Ralph Gordon
Solicitor for the Plaintiff

CERTIFICATE

I do hereby certify that I have mailed a copy of the foregoing Decree to the Defendant, Lodge Apartments, Nashville, Tennessee, this the 10th day of July, 1975.

S. Ralph Gordon
S. Ralph Gordon

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STATE OF TENNESSEE

I, **RICHARD R. ROOKER**, Clerk of the Circuit Court for Davidson ounty, in the State aforesaid, do hereby certify that the foregoing s a true and correct copy of the Order heretofore entered in he _0 Circuit Court for Davidson County, Tennessee, on the _11 ay of _JULY , 19 _75 , in the Case Number _70848 between ANTIAGO, VICKIE YVONNE KING Plaintiff, and ANTIAGO, ENNY LEE Defendant,

same remains of record in Book 29C , Page _1343 of the Minutes of id Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the _15 day of _OCTOBER in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By Clay Hudson
Deputy Clerk

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RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED