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PEGGY CHANDLER ROMERSA	]	IN THE FOURTH CIRCUIT COURT OF
VS.	]	DAVIDSON COUNTY, TENNESSEE
HENRY JOHN ROMERSA	]	NO. 67087

O R D E R BOOK 4678 PAGE 437

This cause came on to be heard this 21st day of December, 1972, before the Honorable Thomas O. H. Smith, Jr., sitting specially for the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original bill for absolute divorce filed by the complainant, pro confesso duly entered, and after testimony of the complainant and her witnesses,

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the Court was of the opinion that the allegations in the original bill had been fully sustained, that is, that the defendant had been guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper for her to be under his dominion and control.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that complainant be and she is hereby granted an absolute divorce and 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 entered into by and between the parties is approved by the Court and is made a part of this decree, which property settlement agreement reads in words and figures as follows:

1. Wife is to have custody of the children with husband having visitation privileges at reasonable times and places.

2. Wife is to receive all right, title and interest in the residence at 1111 Overton Lea Road, Nashville, Tennessee, owned by the parties. Should wife sell the residence, husband is to receive one-third of the fair market value of the residence at

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the time of sale. If wife remarries, husband is to receive one-third of the fair market value of the residence at time of marriage, regardless of whether wife remains in the residence, sells the residence or moves to another residence. Should wife for any reason decide to sell the residence husband shall have first refusal on the purchase by meeting the highest good faith offer received therefor.

3. Wife is to receive all right, title and interest to the household furniture, furnishings and fixtures.

4. Wife is to receive all right, title and interest to a 1967 Plymouth automobile owned by the parties.

5. Husband is to receive all right, title and interest to the remaining six automobiles or the proceeds of any sale thereof.

6. Wife is to receive all right, title and interest to the savings account owned by the parties.

7. Husband is to receive all right, title and interest to eighty-two (82) shares of Cummings & Company stock.

8. Husband is to keep in full force and effect all accident and hospitalization insurance policies, as well as life insurance policies, that he presently has on wife and their children.

9. Wife is to pay off two loans at the First American National Bank, one at the rate of $72.33 per month and the other at the rate of $32.77 per month, and wife is to hold husband harmless on these obligations.

10. Husband is to pay to his mother an approximate amount of $7,000 for a loan that the parties obtained for a payment on the residence owned by the parties and is to hold wife harmless on this loan.

11. Husband is to pay wife child support in the amount of $250.00 per child per month as long as he is making not less than $20,000 per year. Should his income drop to the range of $15,000

to $20,000 per year, he is to pay $200 per child per month child support, and should husband's income drop to $13,000 to $15,000 per year, he is to pay wife $175 per child per month child support, and should his income drop below $13,000 per year, husband is to pay wife $150 per child per month child support. Husband shall be entitled to claim children as dependents on all tax returns.

12. Wife waives any and all rights to alimony in futuro.

13. Husband is to pay wife's attorney the amount of $500 for services rendered to wife in this cause.

14. It is understood and agreed that this property settlement agreement is intended to be a final settlement of the property rights of the respective parties hereto and it applies to all property now owned by Peggy Chandler Romersa and Henry John Romersa, or any property that either of them may acquire in the future.

WITNESSES:

/s/ Jack A. Butler — /s/ Peggy Chandler Romersa

/s/ James F. Neal — /s/ Henry John Romersa

The property to be divested out of the defendant and vested in the complainant is described as follows:

> Land in the 7th Civil District of Davidson County, Tennessee, being Lot No. 2 on the plan of Lealand Manor Third Addition, a part of the Overton Lea Estate, described according to a survey made by William A. Pitts, Surveyor, February 1, 1947, as follows: Beginning on the southerly margin of Overton Lea Road, at a point 200 feet west of the northwest corner of the property conveyed to Howard D. Baldridge and wife, by deed from F. N. McNeill, Jr., Executor and Trustee of record in Book 1781, page 338, Register's Office for said county, being the corner of lots Nos. 2 and 3; thence with the line between said two lots, southwardly 468.4 feet to the northerly margin of Ridge View Drive; thence with same, westwardly 175.62 feet to the corner of Lots Nos. 1 and 2; thence with the line between said two lots, northwardly 474.1 feet to the southerly margin of Overton Lea Road; thence with same, eastwardly 200 feet to the beginning.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant will pay the cost of this cause, for which let execution issue if necessary.

Enter this 2 day of ~~December~~ Jan., 1973.

Thomas O. H. Smith Jr /s
SPECIAL JUDGE

APPROVED FOR ENTRY:

Jack A. Butler /s
Jack A. Butler, Attorney for Complainant

James F Neal /s
James F. Neal, Attorney for Defendant

IDENTIF. REFERENCE
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I certify that a copy of the foregoing Order has been mailed to Mr. James F. Neal, Attorney for Defendant, this 27 day of December, 1972.

Jack Butler /s
Jack A. Butler, Attorney

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* PEGGY CHANDLER ROMERSA *Plaintiff, and* HENRY JOHN ROMERSA *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* 2nd. *day of* FEBRUARY *in the year one thousand nine hundred and* SEVENTY-THREE *and in the* 196th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Janet Smith *, D. C.*

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