5024 Marchant Dr.

Map parcel - 147-9-46
6DU-31345

(4755-478 10-15-73)

5-25-76
184/635

BOOK 5033 PAGE 492

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JO ANN PRICE NORMAN,)
Plaintiff)
vs.) NO. 82164
GORDON RICH NORMAN,)
Defendant)

JUN-9 MISC B* 10.00 * 10.00

FINAL DECREE

This cause came on to be heard before the Honorable James M. Swiggart, Judge, on May 24, 1976, upon the complaint for absolute divorce, default judgment heretofore granted to plaintiff, the property settlement agreement executed by the parties, and the testimony of the plaintiff and witnesses in open court, from all of which the Court finds that the allegations of the complaint have been fully sustained, and that the defendant has been guilty of such cruel and inhuman treatment or conduct towards plaintiff as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED AND DECREED:

1. That the plaintiff be and is hereby granted an absolute divorce from the defendant, and the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby absolutely and forever dissolved and plaintiff is restored to all of the rights and privileges of an unmarried person.

2. That the property settlement agreement heretofore executed by the parties be and the same is hereby approved and made a part of this decree, as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 24th day of May, 1976, by and between JO ANN PRICE NORMAN and GORDAN RICH NORMAN, both citizens and residents of Davidson County, Tennessee;

W I T N E S S E T H:

WHEREAS, the parties were lawfully married on November 17, 1972, Davidson County, Tennessee; and,

WHEREAS, the parties own certain property and owe certain debts; and,

WHEREAS, certain differences have arisen between the parties which have caused a determination that they can no longer continue the marriage relationship and cohabitate as man and wife; and,

WHEREAS, they are now living separate and apart from each other; and,

WHEREAS, it is the desire of both parties to determine their property rights and all other rights existing between the parties growing out of the marital relationship under present circumstances;

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained, the parties hereby agree as follows:

1. That Gordon Rich Norman shall pay on the first day of every month the sum of $100.00 to Jo Ann Price Norman as child support for Amy Marie Norman, the child of the parties. It is agreed that such payments shall be made by check and that cancelled checks endorsed by Jo Ann Price Norman shall serve as receipts and

proof of payment.

2. That Jo Ann Price Norman shall have the sole custody and control of Amy Marie Norman, the child of the parties, with reasonable visitation rights in Gordon Rich Norman.

3. That Jo Ann Price Norman agrees to relinquish and release all right, title and interest to the 1974 Dodge Voyager Van titled in the name of Gordon Rich Norman, and Gordon Rich Norman agrees to be responsible for the loan with First American National Bank to purchase said vehicle and hold harmless and idemnify Jo Ann Price Norman from any liability for any debt upon the said vehicle.

4. That Gordon Rich Norman agrees to relinquish and release all right, title and interest to the 1971 Dodge Demon automobile titled in the name of Jo Ann Price Norman.

5. That Gordon Rich Norman pay the past due indebtedness of the parties to Dr. Ben Caldwell in the amount of $350.00 for delivery of the parties' child and hold harmless and idemnify Jo Ann Price Norman from any liability for said indebtedness.

6. That Gordon Rich Norman relinquish, release, and transfer all of his right, title and interest in real property located at 5024 Marchant Drive, Davidson County, Tennessee to Jo Ann Price Norman without limitation.

7. That Gordon Rich Norman pay one-half of all medical and dental expenses incurred by Jo Ann Price Norman on behalf of Amy Marie Norman that are not covered by the medical insurance policy carried by Jo Ann Price Norman.

8. That Gordon Rich Norman release and relinquish all right, title and interest to the personal property presently in the possession of Jo Ann Price Norman, including the contents of the residence at 5024 Marchant Drive, Nashville, Tennessee.

9. That Jo Ann Price Norman agrees to release and relinquish all right, title and interest to the personal property

presently in the possession of Gordon Rich Norman.

10. That Jo Ann Price Norman agrees to assume full responsibility for the indebtedness payable to her mother and father and hold harmless and indemnify Gordon Rich Norman from any liability for said indebtedness.

11. That in the event a divorce is granted, this instrument shall be incorporated in the decree of divorce insofar as it undertakes to settle the matter of the property rights of the parties.

12. Each of the parties covenants with the other that from this day forward neither contract any indebtedness upon the credit of the other and that each will be responsible, except as otherwise herein provided, for their own debts, including debts incurred heretofore.

13. Each of the parties agrees that this settlement was entered into without any undue influence, fraud, coercion, misrepresentation, or for any reasons not herein stated, and that it is intended to be a full and final settlement insofar as the parties themselves are concerned.

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

IN WITNESS WHEREOF, the parties have signed and executed this agreement on the day and date above written.

WITNESS — Mrs. Jo Ann Price Norman
JO ANN PRICE NORMAN

WITNESS — Gordon Rich Norman
GORDON RICH NORMAN

3. That the plaintiff be allowed to claim the minor child of the parties as a dependent for all tax purposes.

4. That the costs of this cause be adjudged against the defendant, for which execution may issue, if necessary.

Enter this 25th day of May, 1976.

James L. Bridgers
CIRCUIT JUDGE

APPROVED FOR ENTRY:

Charles G. Cornelius
Charles G. Cornelius, Attorney
for Plaintiff.

IDENTIF. REFERENCE

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FILED
JUN 9 1 23 PM '76
REGISTER
DAVIDSON COUNTY, TENN.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing final decree has been furnished to Larry Cole, Attorney for Defendant, by United States Mail, postage prepaid, this 25th day of May, 1976.

Charles G. Cornelius
Charles G. Cornelius

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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* Jo Ann Price Norman *Plaintiff, and* Gordon Rich Norman *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* 9th *day of* June *in the year one thousand nine hundred and* seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Wooden, D. C.