1-3-77
110B/1559

Map-Parcel Nos. 162-6
364

BOOK 5108 PAGE 79

JO ANNE CHURCHWELL RAMSEY] IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.]

No. 83703

ROBERT LYNN RAMSEY]

162-6
364 PAV

DECREE

This cause came on to be heard on this the 16th day of December, 1976, before the Honorable Joe C. Loser, Jr., Judge, Division III, Circuit Court of Davidson County, Tennessee, upon the original bill filed by the plaintiff, Jo Anne Churchwell Ramsey, and the answer of the defendant, Robert Lynn Ramsey. The answer having been withdrawn, the matter was heard on an uncontested basis. From the testimony of the plaintiff, her corroborating witnesses, statement of counsel, and from the entire record of this cause, the Court is of the opinion that the plaintiff did successfully sustain her grounds for divorce, that is, that the defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

JAN 21 MISC B* 14.00 * 14.00

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Jo Anne Churchwell Ramsey, is awarded an absolute divorce from the defendant, Robert Lynn Ramsey, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties had entered into a property settlement agreement, and in addition thereto, an agreement pertaining to the custody, support and visitation privileges in regard to the minor child, and that said agreement was presented to the Court for the Court's consideration, and that said agreement was ratified by the Court and should be made a part of the final decree in this cause, said agreement is as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into by and between Jo Anne Churchwell Ramsey, hereinafter known as "Wife", and Robert Lynn Ramsey, hereinafter known as "Husband"; and

WHEREAS, Wife has caused to be filed in the Third Circuit Court of Davidson County, Tennessee, a petition for absolute divorce against the Husband; and

WHEREAS, at this time, the parties wish to enter into certain agreements pertaining to the disposition of real and personal property, questions pertaining to alimony and child support, custody of the minor child, and solely for the aforementioned purpose, but with the understanding that in entering into this agreement, that neither party acquiesces in or agrees that the other may or may not obtain a divorce, the parties agree as follows:

The care, custody and control of the minor child of the parties, to wit, Joi Lynn, shall be vested in the Wife, with the right and privilege of the Husband to see and have said child with him on every other weekend, commencing at 6:00 P.M. on Friday, and ending at 7:00 P.M. on Sunday, and that in addition thereto, and subject to the specific days being approved by the Wife, the Husband shall have an additional three consecutive days per month to have the minor child with him. In addition thereto, should the Wife

be away from the city and not have the child with her, that in that event, the child will remain with the Husband. As support for said child, the Husband will pay to the Wife the sum of $35.00 per week.

In settlement of all claims for alimony of any nature whatsoever, the parties agree as follows:

The Husband will sign over to the Wife all of his right, title and interest in a 1976 Grand Prix automobile now titled jointly in the name of both parties. In addition thereto, the Husband will deed to the Wife all of his right, title and interest in and to certain real property now owned by the parties as tenants by the entirety, and located at 141 Ocala Drive in Antioch, Tennessee, together with the household furnishings located therein. The Wife will hereinafter hold Husband harmless from any mortgage indebtedness now existing thereon.

In the event that the Wife is successful in prosecuting her action for divorce, this agreement will be submitted to the Court for the Court's ratification and approval, and it will be requested by the Wife that the content of this agreement be included in the final decree of divorce. Each party, however, will pay their respective attorney's fees in regard to Wife's divorce

case, and Husband will be assessed for the court costs therefor.

Entered into on this the 30 day of September, 1976.

Jo Anne Churchwell Ramsey
Jo Anne Churchwell Ramsey, "Wife"

Robert Lynn Ramsey
Robert Lynn Ramsey, "Husband"

Witness

Witness

It is, therefore, ORDERED, ADJUDGED and DECREED that the custody of the minor child, Joi Lynn, shall be vested in the plaintiff, with the right and privilege of the defendant to have said child with him on every other weekend, commencing at 6:00 P.M. on Friday, and ending at 7:00 P.M. on Sunday, and that in addition thereto, and subject to specific days being approved by the plaintiff, the defendant shall have an additional three consecutive days per month to have the minor child with him. In addition thereto, should the plaintiff be away from the city and not have the child with her, the child will remain with the defendant. As support for said aforementioned child, the defendant shall pay to the plaintiff the sum of $35.00 per week. In view of the fact that by previous agreement, the defendant has obligated himself to pay the plaintiff the sum of $300.00 for the month of December, 1976, said support payments will not commence until the first week of January, 1977, and will be due and payable on Monday of each week thereafter.

The real property located at 141 Ocala Drive in Antioch, Tennessee, and formerly owned by the parties as tenants by the entirety, but now vested absolutely in the plaintiff by the terms and conditions of the property settlement agreement as approved by the Court and made a part of this decree, is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 48 on the Plan of Bess Estates, Section I, of record in Book 4460, page 154, Register's Office for said County.
>
> Said Lot No. 48 has frontages of 55.00 feet on the southerly side of Ocala Drive and 90.00 feet on the westerly side of an unnamed street connected by 25-foot radius curve with length 39.27 feet and runs back 135.58 feet on the easterly line and 89.08 feet on the southerly line to a point at the rear.

Being the same property conveyed to Robert Lynn Ramsey and wife, Jo Anne C. Ramsey, by deed from Zack R. Cheek and wife, Emelyn T. Cheek, of record in Book 4949, page 930, Register's Office, Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that all of defendant's right, title and interest in and to a 1976 Pontiac Grand Prix automobile, bearing Manufacturer's Identification No. 2J57 M 6A 148 908, and bearing 1976 Tennessee license tags 2HW739, as is now vested in the defendant is divested out of the defendant, and said automobile is awarded absolutely to the plaintiff. The plaintiff, however, will assume the responsibility for a lien against said automobile and in favor of the General Motors Acceptance Corporation, and will hold the defendant harmless from any future obligation thereon. Should it become necessary now or in the future, the defendant shall execute such documents as may be or become necessary to transfer title to said automobile from the joint name of plaintiff and the defendant to the sole name of the plaintiff.

The household furnishings located at 141 Ocala Drive, Antioch, Tennessee, shall hereinafter become the absolute property of the plaintiff, free from any claim of the defendant.

The plaintiff will hold the defendant harmless from any further responsibility in regard to the real property located at 141 Ocala Drive, Antioch, Tennessee, and will assume the mortgage indetedness thereon.

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

Entered this _____ day of December, 1976.

JUDGE

Enter This 3 Day of Jan., 1977

APPROVED FOR ENTRY:

Jack Norman, Jr., Attorney for Plaintiff

D 8 6 2 6 5

IDENTIF. REFERENCE

BOOK 5108 PAGE 85

JAN 21 2 11 PH '77

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

1-3-77 110B/1559

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* Jo Anne Churchwell Ramsey *Plaintiff, and* Robert Lynn Ramsey *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* 21st *day of* Jan *in the year one thousand nine hundred and* 77 *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Bates, *D. C.*

Form #GR-117