952/904

BOOK 5176 PAGE 697

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WANDA ANN CASE ERYASA :

vs. : NO. 73734

YILMAZ ERYASA :

F I N A L D E C R E E

THIS CAUSE came on to be heard this 4th day of February, 1975, before the Honorable Robert Jennings, sitting specially for the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill filed herein, the Answer duly filed, testimony of the parties and their corroborating witnesses, statement of counsel, and the entire record, from all of which the Court finds that the Defendant has been guilty of such cruel and inhuman treatment or conduct as renders further cohabitation unsafe or improper.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved to the end that the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the absolute care, custody and control of LEYLA ERYASA and EROL ERYASA is awarded to the Plaintiff, and that temporary custody of METIN ERYASA is awarded to the Defendant, with reasonable visitation privileges awarded to each of the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant is to pay the sum of SEVEN HUNDRED DOLLARS ($700.00) per month, without deduction, to the Plaintiff for the support and maintenance of the two (2) minor children in her custody.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant is to pay all medical, dental and drug bills on the minor children of the parties and that he is to establish a charge account at the drug store of mutual choice for the children's drugs, allowing Plaintiff to charge said drugs on that account.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant is to keep in full force and effect his present life insurance policy which is in the amount of ONE HUNDRED TWELVE THOUSAND DOLLARS ($112,000.00) and to put the same in trust, together with such other assets so that the total income-producing corpus of the trust shall be not less than ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) in value at any given time, with a corporate Trustee being established for the benefit of the three (3) minor children until they reach their majority, with the understanding that as the children attain their majority, their one-third (1/3) portion of the insurance shall be released automatically.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that as alimony in solido, Defendant shall provide Plaintiff with a 1975 compact automobile (Pinto, Vega, or comparable), same being provided with air-conditioning and radio, with the

maximum expense to Defendant on same not to exceed THREE THOUSAND DOLLARS ($3,000.00), plus the value of the 1971 Ford station wagon, currently valued at ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($1,750.00) to TWO THOUSAND DOLLARS ($2,000.00), with Defendant's being awarded the 1971 Ford station wagon, as well as the Oldsmobile Toronado.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the furniture Plaintiff presently has in her possession be and the same is hereby awarded to her, including the Turkish painting, and likewise, that furniture and furnishings presently in Defendant's possession be and the same is hereby awarded to him.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant shall pay unto Plaintiff the sum of THREE HUNDRED DOLLARS ($300.00) per month, commencing immediately, as alimony until June of 1980, or upon Plaintiff's obtaining her Masters Degree, whichever comes first, with the understanding that Defendant is to be allowed one-half (1/2) credit on any income Plaintiff receives from any grant or fellowship which she may receive prior to the completion of her Masters Degree, or June of 1980, and that all alimony shall cease as of either of the above times, whichever comes first, or in the event Plaintiff remarries.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant shall furnish the downpayment on a condominium for Plaintiff in an amount sufficient to cover the loan

where the monthly payments on same will not exceed the amount of THREE HUNDRED DOLLARS ($300.00), and said condominium shall not exceed the amount of FORTY-TWO THOUSAND DOLLARS ($42,000.00) in total cost. Defendant shall have thirty (30) days within which to negotiate a contract to purchase which shall provide for closing within thirty (30) days thereafter, which downpayment shall be considered alimony in solido.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all of Plaintiff's right, title and interest in and to the businesses of Defendant known as MIDDLE TENNESSEE ANESTHESIOLOGY, P.C., INTERNATIONAL PROPERTY INVESTMENTS, MIDDLE TENNESSEE INVESTMENTS, or any other businesses of Defendant, as well as any stock in said companies, be and the same are hereby divested out of Plaintiff and vested in Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all Injunctions heretofore issued by the Court in this cause be and are hereby dissolved, and the parties are admonished to respect the rights and interests of all affected by this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the house and lot located at 602 Davidson Road, Nashville, Davidson County, Tennessee, be and the same is hereby divested out of Plaintiff and vested in Defendant, to the end that he be sole owner of the same, and being more particularly described as follows:

115 - 8 parcel 5.1

LAND in the 8th Civil District of Davidson County, Tennessee, BEING Lot No. 44 on the Plan of Brookmeade, Section 1, of record in Book 2133, Page 77, Register's Office for said County.

SAID Lot No. 44 fronts 139 feet on the northerly margin of Davidson Road and extends back northwardly 207 feet on the easterly side and 362 feet on the westerly side to a dead line in the rear measuring 208.2 feet thereon.

BEING the same property conveyed to Yilmaz Eryasa and wife, Wanda A. Eryasa, by Deed from W. Morris Jones and wife, Martha G. Jones, of record in Book 3922, Page 118, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the lots on Summerly Drive in Davidson County, Tennessee, be and the same are hereby divested out of plaintiff and vested in defendant, to the end that he be sole owner of the same, with the legal description being as follows: 102-12 parcel 166

TRACT NO. 1: BEING Lot No. 276 on the Plan of Hillwood Estates, Section 11, as of record in Book 2663, Page 38, Register's Office for said County, described as follows: BEGINNING on the northerly margin of Summerly Drive at the corner of Lots Nos. 273 and 276; thence with the line between said two Lots northwardly 390 feet to the northeast corner of said Lot No. 273; thence with the line between Lots Nos. 273, 274, 275 and 276 westwardly 300 feet to a concrete monument; thence north 50° 34' east 324.5 feet to a concrete monument; thence south 56° 20' east 225 feet to the corner of Lots Nos. 276 and 277; thence with the line between said two Lots south 33° 30' west 253.5 feet to a concrete monument, and continuing with the line between said two Lots south 23° 36' west 390 feet to the northerly margin of Summerly Drive; thence with the same westwardly 25 feet to the beginning.

TRACT NO. 2: BEING Lot No. 277 on the Plan of Hillwood Estates, Section 11, as of record in Book 2663, Page 38, Register's Office for said County, described as follows: BEGINNING on the northeasterly margin of Summerly Drive at the corner of Lots Nos. 276 and 277; thence with the line between said two Lots north 23° 36' east 390 feet to a concrete monument; thence continuing with the line between said two Lots north 33° 30' east 253.5 feet; thence south 56° 20' east 245 feet to a concrete monument; thence south 14° west 210 feet to a concrete monument at the corner of Lots Nos. 271 and 277; thence with the line between Lots Nos. 271, 272 and 277 northwestwardly 295 feet to the northwest corner of said Lot No. 272; thence with the line between said Lots Nos. 272 and 277 south 23° 36' west 390 feet to the northeasterly margin of said Summerly Drive; thence with same northwestwardly 25 feet to the beginning.

BEING the same property conveyed to Yilmaz Eryasa and wife, Wanda Case Eryasa, by Deed from Ben R. Murphy and wife, Carol T. Murphy, of record in Book 4643, Page 886, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant is to pay unto R. DAVID LUDWICK, attorney for Plaintiff, the sum of TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($2,850.00) as his attorney's fee herein, for which judgment is given, together with all deposition costs.

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

ENTERED Mar. 24, 1975

JUDGE

JUL 28 MISC B* 12.00 * 12.00

APPROVED FOR ENTRY:

R. DAVID LUDWICK
Attorney for Plaintiff

W. E. PORTER
Attorney for Defendant

FILED
JUL 28 11 56 AM '77
FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

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Docket No. 73734 95C/904

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* Wanda Ann Case Eryasa *Plaintiff, and* Yilmaz Eryasa *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* 28th *day of* July *in the year one thousand nine hundred and* seventy-seven *and in the* 202 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, D. C.

Form #GR-117