Map 75-8
Parcel 57

4-10-79
112A/33

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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THOMAS RICHARD RAMEY]

VS.] NO. 94244

VICKI ELAINE JONES RAMEY]

D E C R E E

This cause came on to be heard on this the 3rd day of April, 1979, before the Honorable Benson Trimble, Judge, Divison IV, Circuit Court of Davidson County, Tennessee, upon the pleadings heretofore filed in this cause. Counsel for the original plaintiff having moved to withdraw the original complaint at the outset of the hearing, the matter was considered by the Court on the cross-complaint and on an uncontested basis. From the testimony of the cross-plaintiff, statement of counsel and a review of the entire record of this cause, the Court is of the opinion that the cross-plaintiff did sustain her grounds for divorce, that is, that such irreconcilable differences now exist between the parties as to make a continuation of this marriage not to the best interests of the parties or society as a whole.

It is therefore ORDERED, ADJUDGED and DECREED that the cross-plaintiff, Vicki Elaine Jones Ramey, is awarded an absolute divorce from the cross-defendant, Thomas Richard Ramey, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Cross-plaintiff is restored to all the rights and privileges of an unmarried person. The original complaint of the cross-defendant is dismissed.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement heretofore entered into by and between the parties is approved by the Court and made a part of this the final decree in this cause as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 21st day of DECEMBER, 1978 by and between THOMAS RICHARD RAMEY, hereinafter referred to as the "Husband", and VICKI J. RAMEY, hereinafter referred to as the "Wife":

W I T N E S S E T H:

THAT WHEREAS, there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, Case No. 94244, wherein Husband is seeking an Absolute Divorce from the Wife on the ground of irreconcilable differences, and the parties are desirous of settling certain issues and controversies in said case relating to their respective property rights, child custody and visitation and child support and maintenance;

NOW, THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Husband and Wife agree as follows:

1. Wife shall have sole and exclusive custody, care and control of the minor children of the parties, Melanie Lynn Ramey, Troy Douglas Ramey, and Jennifer Grace Ramey. Husband shall be afforded reasonable visitation privileges with children, but shall give the Wife reasonable notice prior to the exercise of his visitation privileges.

2. Husband shall pay to the Wife, for the support and maintenance of the minor children of the parties, the total sum of Eight Hundred Forty and No/100 ($840.00) Dollars per month. Of such monthly payments, Two Hundred Eighty and No/100 ($280.00) Dollars shall be for the support of Melanie Lynn Ramey; Two Hundred Eighty and No/100 ($280.00) Dollars shall be for the support of Troy Douglas Ramey; and Two Hundred Eighty and No/100 ($280.00) Dollars shall be for the support of Jennifer Grace Ramey. Said payments are to begin immediately and are to be made directly to the Wife. As each such child reaches the age of eighteen (18) years that child's support payment shall cease.

3. It is agreed that Husband shall have the right to take all of the minor children of the parties as tax exemptions for federal income tax purposes and that the Wife shall not take any of the minor children of the parties as tax exemptions for said purpose.

4. Husband shall keep in force, at his expense, as available through his employer, hospital and medical insurance coverage for the three (3) minor children of the parties, with said insurance coverage for each child to be kept in force until the youngest child attains the age of eighteen (18) years. In addition, Husband agrees to pay any and all necessary expenses and costs of dental, uninsured medical and optometric care for all the minor children of the parties.

5. Husband shall keep in force, at his expense, not less than Sixty Thousand and No/100 ($60,000.00) Dollars insurance on his life until the youngest child reaches the age of eighteen (18) years, with the said three (3) children of the parties as equal sole beneficiaries and with Wife designated as Guardian-Trustee for each said child. Husband shall furnish Wife with copies of all insurance policies providing such insurance.

6. Husband agrees to reimburse the Wife in the amount of Two Hundred and No/100 ($200.00) Dollars which is a portion of her attorney's fee in this action. Husband further agrees to pay the Court costs in this cause provided that this cause is resolved through the action now pending.

7. Husband agrees that he will execute any documents necessary to convert the real estate and improvements thereon owned by the parties as tenants by the entirety and located at 713 Albany Drive, Hermitage, Davidson County, Tennessee such that it shall become the sole and exclusive property of the Wife and Wife agrees that she will be solely responsible for and hold the Husband harmless for all of the indebtednesses on said real estate upon the rendering of a final decree in this matter. Until such time as the final decree is rendered in this matter, each party will be responsible for one-half (1/2) of the monthly house notes on the real estate.

8. The 1978 Volkswagon Rabbit shall become Wife's sole and exclusive property and Husband shall execute the necessary instruments to effect the transfer of all right, title and interest in and to said automobile to the Wife; and, the Wife shall be solely responsible for and hold the Husband harmless for the indebtedness owed to First American National Bank on said automobile.

9. The 1970 International Travel-All shall become Husband's sole and exclusive property and Wife shall execute the necessary instruments to effect the transfer of all right, title and interest in and to said automobile to the Husband.

10. The 1978 Ranger Boat Model 178V and its accessories shall become Husband's sole and exclusive property and Wife shall execute the necessary instruments to effect the transfer of all right, title and interest in and to said boat to the Husband.

11. The remaining personalty of the parties which was located in the residence aforementioned has been distributed between them and the said personalty now in possession of Husband and Wife shall become his or her exclusive property and the right, title and interest of the party out of possession shall be divested out of said party out of possession and vested in the party now having possession of said personalty.

12. Husband shall be solely responsible for the balance owing on the indebtednesses to Nashville City Bank in the approximate amount of $2,470.58; Westinghouse Credit Union in the approximate amount of $5,802.73; Metro Employees Credit Union in the approximate amount of $700.00; Castner-Knotts in the approximate amount of $50.00; Sears, Roebuck & Co. in the approximate amount of $50.00; Nashville Electric Service in the approximate amount of $150.00; Cain-Sloans in the approximate amount of $150.00; Children's Clinic in the approximate amount of $150.00 and Husband agrees to indemnify and hold the Wife harmless for said indebtednesses.

13. The Wife shall be responsible for all indebtednesses incurring with Nashville Electric Service for use at the residence

at 713 Albany Drive subsequent to December 31, 1978 and Wife agrees to indemnify and hold the Husband harmless for such indebtedness.

14. In consideration of this agreement, Husband and Wife hereby release one another and their heirs, executors, administrators and assigns, property and estate, from any and all rights of every kind and character for past and future support and maintenance, homestead rights, descent, distribution, alimony, rights of election against the other's Will, and from all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relation of the parties, except as is expressly provided for in this agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all rights that are given under this agreement.

15. The parties mutually stipulate that both of them have been made fully aware of their opportunity to be represented in the negotiations for the preparation of this instrument by counsel of their own choosing; that in fact each of them has been represented by counsel (David R. Kennedy for Husband and Jack Norman, Jr. for Wife); that both have read this instrument and they are fully aware of its contents and legal effect.

16. This Agreement shall be exhibited to the Court at the final hearing of this cause, and the substance of numbered paragraphs 1 through 15 shall be incorporated, to the extent approved by the Court in the Final Decree in the event the Court grants a divorce to the Husband.

IN WITNESS WHEREOF the parties have hereunto set their signatures upon the date first above written.

Thomas Richard Ramey
THOMAS RICHARD RAMEY

Daniel R. Kennedy
WITNESS

Vicki J. Ramey
VICKI J. RAMEY

Barbara Vandercook
WITNESS

It is therefore ORDERED, ADJUDGED and DECREED that the custody of the minor children of the parties, to wit, Melanie Lynn Ramey, Troy Douglas Ramey and Jennifer Grace Ramey, is vested in the cross-plaintiff, Vicki Elaine Ramey, with support, visitation, etc., subject to the provisions of the property settlement agreement as hereinabove set forth.

It is further ORDERED, ADJUDGED and DECREED that all of cross-defendant, Thomas Richard Ramey's right, title and interest in and to the homeplace of the parties located at 713 Albany Drive as is now vested in said cross-defendant, is divested out of said cross-defendant, and awarded absolutely to cross-plaintiff, Vicki Elaine Ramey, but subject to the terms and conditions of the proeprty settlement agreement as hereinabove set forth. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 262, Tulip Grove, Section 4, of record in Book 4175, page 12, Register's Office for said County.
>
> SAID Lot No. 262 fronts 80.00 feet on the northeasterly side of Albany Drive and extends back 161.29 feet on the northwesterly line and 160.86 feet on the southeasterly line to a dead line at the rear measuring 80.0 feet thereon.
>
> BEING the same property conveyed to Thomas R. Ramey and wife, Vicki E. Ramey, by deed from Hellmuth M. Mayer and wife, June Mayer, by deed of record in Book 5128, page 691, Register's Office of Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that each party will execute such documents as may be necessary to effect the transfer of all properties as set forth in the property settlement agreement hereinabove set out.

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

Entered this 10 day of April, 1979.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr.

Jack Norman, Jr., Attorney for Cross-Plaintiff

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IDENTIF. REFERENCE

Apr 20 11 56 AM '79

FELIX Z. NELSON II REGISTER
DAVIDSON COUNTY, TENN.

112A/38

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* True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Thomas Richard Ramey *Plaintiff, and* Vicki Elaine Jones Ramey *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* 20th *day of* April *in the year one thousand nine hundred and* Seventy-Nine *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Buttrey, *D. C.*

Form #GR-117