IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5496 PAGE 1

CAROL LAZARUS HYTKEN,

Complainant

v.

GERALD STANLEY HYTKEN,

Defendant

Map-146-4 Par. 85

No. 87959

O R D E R

This cause came on to be heard on the 4th day of November, 1977, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon complaint of the complainant, default of the defendant, testimony of the complainant, statement of counsel and the record from all of which this Court is of the opinion that the parties have such irreconcilable differences between them as would entitle the complainant to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the complainant, Carol L. Hytken, be awarded an absolute divorce and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that custody of the minor child of the parties being Perry Edward Hytken, will be in the complainant, Carol L. Hytken, with the defendant, Gerald Stanley Hytken, being allowed reasonable visitation with said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement attached hereto as Exhibit A and signed by the parties the 10th day of October, 1977, be and is hereby incorporated by reference into this order which agreement contains among others the following provisions:

(a) That the defendant, Gerald Stanley Hytken, pay the complainant, Carol L. Hytken, child support in the amount of $250.00 per month for Perry Edward Hytken, the minor child of the parties, which support payments shall continue until said minor child reaches 18 years of age.

(b) That the defendant, Gerald Stanley Hytken, pay all medical and dental expenses of the minor child, Perry Edward Hytken, and also of Julie Gayle Hytken as they are incurred by said children of the parties until the completion of their education.

(c) That the defendant, Gerald Stanley Hytken, pay any and all medical expenses incurred by the complainant, Carol L. Hytken, which arise from conditions which existed prior to the date of this divorce.

(c) That the defendant, Gerald Stanley Hytken, pay the complainant, Carol L. Hytken, the sum of $250.00 per month from the date of divorce, which payments shall continue until the death or remarriage of the complainant.

(e) That all right, title and interest of the defendant, Gerald Stanley Hytken, in the hereafter described parcel of land owned by the parties shall be vested out of the defendant and vested solely in the complainant, Carol L. Hytken, free of all claims and demands of the defendant but the complainant shall assume and shall hold the defendant harmless from the mortgage secured by said property. This land is a parcel of land in Davidson County, Tennessee, and more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 30 on the Plan of Elysian Meadows Addition, Section 2, as of record in Book 2663, page 101, Register's Office for said County.
>
> SAID Lot No. 30 fronts 115 feet on the northerly side of Briarwood Drive and extends back 192.6 feet on the westerly line and 185.2 feet on the easterly line which is a broken line, to a dead line measuring 104.7 feet thereon.
>
> BEING the same property conveyed to Gerald S. Hytken and wife, Carol J. Hytken, by deed from Frances S. Cummings, of record in Book 4861, page 89, Register's Office for Davidson County, Tennessee.

For all of which provisions execution may issue if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, Gerald Stanley Hytken, pay the costs of this cause for

IDENTIFICATION REFERENCE
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FELIX A. JASON, REGISTER
DAVIDSON COUNTY, TENN.

which execution may issue if necessary.

JUDGE

Dated: 11-11-77

APPROVED FOR ENTRY:

CHAMBERS & WISEMAN

George C. Paine, II
Attorneys for the Complainant
12th Floor, First American Center
Nashville, Tennessee 37238

I certify that a copy of the foregoing order has been sent this the 7th day of November, 1977, to Gerald Stanley Hytken, at his last known address.

THIS AGREEMENT made and entered into between Carol Lazarus Hytken, hereinafter referred to as Plaintiff, and Gerald Stanley Hytken, hereinafter referred to as Defendant, this 10th day of October, 1977.

W I T N E S S E T H:

WHEREAS, the parties have experienced irreconcilable marital difficulties which have resulted in the filing of a petition for absolute divorce by the parties on June 29, 1977, in the Fourth Circuit Court for Davidson County, Tennessee, and

WHEREAS, it appears the differences between the parties are irreconcilable and that a divorce is inevitable, and

WHEREAS, the parties wish to assist the Court in an equitable division of the property interest of the parties and in no wise are endeavoring to influence the Court insofar as grounds for divorce are concerned.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by and between the parties, it is hereby agreed as follows:

1. Personal effects. All items of personal effects such as but not limited to clothing, jewelry, luggage, etc. shall become the absolute and sole property of the party who has the principal use thereof or to whom the property was given or for whom it was purchased and each party hereby surrenders any interest he or she may have in such tangible personal property of the other.

2. Real property. All right, title and interest of the defendant in the hereinafter described parcel of land owned by the parties shall be vested out of the defendant and vested solely in the plaintiff free of all claims and demand of the defendant but the plaintiff shall assume and shall hold the defendant harmless from the mortgage secured by said property. This land is a parcel of land in Davidson County, Tennessee, and more particularly described as follows:

EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 30 on the Plan of Elysian Meadows Addition, Section 2, as of record in Book 2663, page 101, Register's Office for said County.

SAID Lot No. 30 fronts 115 feet on the northerly side of Briarwood Drive and extends back 192.6 feet on the westerly line and 185.2 feet on the easterly line which is a broken line, to a dead line measuring 104.7 feet thereon.

BEING the same property conveyed to Gerald S. Hytken and wife, Carol J. Hytken, by deed from Frances S. Cummings, of record in Book 4861, page 89, Register's Office for Davidson County, Tennessee.

3. Furniture. All the furniture shall be the separate property of the plaintiff.

4. Child support. The defendant agrees to pay to the plaintiff child support in the amount of $250.00 per month for Perry Edward Hytken, the minor child of the parties, which support payments shall continue until said minor child reaches 18 years of age.

5. Medical and dental expenses of the children of the parties. Defendant agrees to pay all medical and dental expenses of the above-referred to minor child and Julie Gayle Hytken as they are incurred by said children of the parties until the completion of their education.

6. Education of children. The defendant agrees that he shall pay the entire cost of the education of the children of the parties at both high school and college level, which cost shall include board, tuition and a reasonable amount for books, fees and similar items. This amount may be paid directly to the learning institution involved.

7. Custody of child and visitation. Plaintiff shall have sole custody and control of the parties' minor child subject to reasonable visitation rights vested in defendant.

8. Medical expenses of plaintiff. Defendant agrees to pay any and all medical expenses incurred by plaintiff which arise from conditions which existed prior to the date of this divorce.

9. Alimony. Defendant agrees to pay plaintiff the sum of $250.00 per month from the date of divorce, which payments shall continue until the death or remarriage of the plaintiff.

10. Life insurance. Defendant agrees to maintain life insurance policies with the beneficiary to be the plaintiff for as long as the plaintiff continues to receive alimony. Said policies, policy numbers and face amounts are as follows:

New England Mutual Life Insurance Company	No. 6144061	$ 5,000.00
The Prudential Insurance Company of America	No. 27 546 471	5,000.00
New England Mutual Life Insurance Company	No. 3,552,344	15,000.00

11. Tax losses. Defendant agrees that the plaintiff will be entitled to take all of the remaining capital loss arising from the bankruptcy of Drapery Master, Inc. and the defendant will make no further claim on said loss.

12. Court costs. Defendant agrees to pay the costs of the action now pending in the Fourth Circuit Court for Davidson County, Tennessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their signatures on the day and date hereinabove written.

Carol Lazarus Hytken
CAROL LAZARUS HYTKEN

Gerald Stanley Hytken
GERALD STANLEY HYTKEN

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* CAROL LAZARUS HYTKEN *Plaintiff, and* GERALD STANLEY HYTKEN *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* 10th *day of* September *in the year one thousand nine hundred and* seventy-nine *and in the* two hundred fourth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By V. L. Rowland, *D. C.*

Form #GR-117