FILED
JUN 0 1981
GEORGE L. BOOKER, Clerk
By _____ Deputy

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN NAN MERRIMAN MARTIN,)
Plaintiff,)
vs.) NO. 81D-1109
WILLIS ED MARTIN,)
Defendant.)

Map - 81-15 Par 325

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FINAL DECREE

This cause came on to be heard on the 8th day of June, 1981, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff in the Complaint, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Karen Nan Merriman Martin, be, and hereby is, awarded an absolute divorce from the defendant, Willis Ed Martin; and that each of the parties be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Property Settlement Agreement be approved and ratified in full, and incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 9th day of June, 1981.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Mr. Willis Ed Martin
1712 Knowles Street
Nashville, Tennessee 37208

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IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

KAREN NAN MERRIMAN MARTIN)
)
vs.) NO. 81D-1109
)
WILLIS ED MARTIN)

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this ____ day of _____, 1981, by and between KAREN NAN MERRIMAN MARTIN, hereinafter referred to as "Wife", and WILLIS ED MARTIN, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The only real property in which the parties hold a joint interest is the marital domicile of the parties. The parties hereby agree that the Wife shall have all right, title and interest in and to said real property; and that the Wife shall be solely responsible for the timely repayment of any mortgages, loans or encumbrances secured by said real property. Said real property is located at 1712 Knowles Street, in Nashville, Davidson County, Tennessee, 37208, and is more particularly described as follows:

> A certain tract or parcel of land lying and being in the County of Davidson and State of Tennessee, as follows:
>
> Being Lot No. 32 and the west 10 feet of Lot No. 31 on the Map of Bransford Realty Company's Resubdivision of part of the Manlove Addition of record in Book 421, page 53, Register's Office for said County.

Said Lot and part of said lot adjoin and front together 50 feet on the north side of Thompson Street, as widened, and run back between parallel lines, 138.5 feet, more or less, to an alley.

Being the same property conveyed to Grace M. Puckett, for her sole and separate use by deed from Fannie W. Howard as of record in Book 4221, page 454 Register's Office for said County.

And being the same property conveyed to Willis E. Martin and wife, Karen N. Martin, by Quit Claim Deed from Grace M. Puckett dated November 23, 1977, and recorded in Book 5300, page 657, Register's Office for Davidson County, Tennessee.

The Husband hereby waives and releases any right he may have in and to said real property; and the Wife hereby releases the Husband from any and all liability with regard to repayment of the mortgage indebtedness or any other encumbrances secured by said real property.

2. The Wife shall have all right, title and interest in and to one (1) 1974 Toyota Celica automobile, currently titled in the Husband's name, and the same being unencumbered. The Husband hereby agrees to sign any documents necessary to place title to said automobile solely in the Wife's name.

3. All interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

4. The parties hereby agree that from and after the date of the signing of this Agreement, that each party shall be solely responsible for the repayment of any loans, debts or accounts incurred in his or her own name.

5. The Wife shall have the right to retain the use of her married name; namely: Karen Nan Martin.

6. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Karen Nan Merriman Martin Willis Edward Martin

KAREN NAN MERRIMAN MARTIN WILLIS ED MARTIN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, KAREN NAN MERRIMAN MARTIN, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 17th day of February, 1981.

Connie E. Calvert
NOTARY PUBLIC

My commission expires:
July 21, 1984.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, WILLIS ED MARTIN, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this ____ day of _____, 1981.

NOTARY PUBLIC

My commission expires:
_____.

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IDENTIF. REFERENCE

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FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Docket Number
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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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Karen Nan Merriman Martin *Plaintiff, and* Willis Ed Martin *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* 2nd *day of* July *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Dye, *D. C.*

Form #GR-117