IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WALTER DAN TWYMAN)
)
VS.) NO. 79781
)
ELSIE RAYMELL MANESS TWYMAN)

BOOK 5858 PAGE 116

ORDER

This cause came on to be heard this the 12th day of August, 1976 before the Honorable Joe C. Loser, Jr., Judge, of the Third Circuit Court of Davidson County, Tennessee upon the original petition filed by the plaintiff, Walter Dan Twyman, service of process, answer of Defendant, testimony from the plaintiff and the corroborating witnesses, statement of counsel and a review of the entire record of this cause from all of which the Court is of the opinion that the defendant, Elsie Raymell Maness Twyman, is guilty of cruel and inhuman treatment as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED, And DECREED by the Court that Walter Dan Twyman, plaintiff, be and he is hereby awarded an absolute divorce from the defendant, Elsie Raymell Maness Twyman, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights of an unmarried person.

It is FURTHER, ORDERED, ADJUDGED And DECREED that the Court approves and makes the decree of this Court the Property Settlement agreement entered into by the parties which is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made this 21st day of May, 1976, by and between Elsie Raymell Maness Twyman, hereinafter referred to as "wife", and Walter Dan Twyman, hereinafter referred to as "husband."

Whereas the parties were married on the 1st day of May, 1946 and thereafter, on or about the 10th day of December, 1973, they separated and have lived apart since.

Whereas, a bill for divorce has been filed in the Circuit Court for Davidson County Tennessee, and an answer has been filed in said action and the parties are desirous of settling any and all matters pertaining to their property. The parties have no minor children.

Now, therefore, for the considerations as herein set out, the parties do enter into this Property and Settlement Agreement on this 21st day of May, 1976, to settle all disputes by respect of property rights. It is specifically understood and agreed by both parties hereto that they have been advised that any property settlement entered into by and between is made subject to the approval and ratification of the Court, in the event the

Court should see fit to grant the divorce at the hearing of the cause. In the event there is such approval or ratification by the Court, the same may be incorporated within the Decree.

Now, therefore, the parties agree as follows:

1. It is agreed and understood that the household furnishings located at 3603 Hewlett Court, Nashville, Tenn., shall become the sole and absolute property of the wife. All personal property retained by the husband shall become the sole and absolute property of the husband.

2. It is agreed that the parties shall become tenants in common upon the divorce in the house located at 3603 Hewlett Court, Nashville, Tenn., with wife having the right to live in the home as long as she lives. Further, the house could not be sold without her concurrence. Should the house be sold, the parties would divide the proceeds equally.

3. The car presently being driven by the wife will be titled in her name.

4. All major repairs on the house at 3603 Hewlett shall be made by husband. Major repairs for purposes of this agreement are limited to: (1) Painting the outside of the house, (2) electric wiring, (3) plumbing, (4) repair of basement doors and the roof.

5. The husband shall continue to make the house payments, but if the wife remarries, her new husband will assume half the cost of the repairs and the house payment.

It is understood and agreed hereto by the parties that this instrument has been signed by their own free will, and the same has been made subject to the approval and ratification of the Court, and may be incorporated in the Decree in the event such divorce is granted. The madification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of any party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or any other nature.

This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

If any provisions of this Agreement shall be held invalid or unenforceable, all other provisions shall nevertheless, continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have signed, sealed, and acknowledged this instrument in two counterparts, each of which shall constitute an original.

WALTER DAN TWYMAN

ELSIE RAYMELL MANESS TWYMAN

Paul W. Couch, Attorney for Plainti

Frank Grace, Jr. Attorney for Defend

It is FURTHER, ORDERED, ADJUDGED And DECREED that the cost of this cause be and are hereby taxed against the defendant for which execution may issue is necessary.

BOOK 5858 PAGE 118

JUDGE

8/23/76

Paul W. Couch
Paul W. Couch
Attorney for Plaintiff

Enter This 23 Day of August, 1976

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing order has been mailed to the Honorable Frank Grace, Jr., Attorney for defendant at 700 Union Street, Nashville, Tennessee 37219 on this the 12th day of August, 1976.

Paul W. Couch
Paul W. Couch

RUSH

IDENTIF. REFERENCE

MAR 8 10 17 AM '82

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

G 8 2 0 6 5

79781 1090/2105

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* Walter Dan Twyman *Plaintiff, and* Elsie Raymell Maness Twyman *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* 5th *day of* March *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*