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IN THE FIRST CIRCUIT COURT

FOR

DAVIDSON COUNTY, TENNESSEE

152B/1806

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CYNTHIA A. MERRYMAN,
Plaintiff

v.

WILLIAM D. MERRYMAN, SR.,
Defendant.

No. 81D-3498

ORDER

This cause came on to be heard on the 26th day of January, 1982, on the complaint of the Plaintiff for absolute divorce on the grounds of irreconcilable differences. Now, it appearing to the Court that the complaint was filed more than ninety days prior to the hearing, that the parties have entered into a property settlement agreement which equitably disposes of the property and indebtedness of the parties, establishes child custody, and provides for support of the minor child of the parties, and it further appearing that the parties have such irreconcilable differences that their marriage is beyond rehabilitation, it is

ORDERED, ADJUDGED and DECREED that the Plaintiff is granted a decree of absolute divorce from the bonds of matrimony with the Defendant on the grounds that the parties have irreconcilable differences, and it is further

ORDERED, ADJUDGED and DECREED that the property settlement agreement filed with the Court by the parties is approved in all respects. As a

part of the approval of the property settlement agreement the following described real property is ordered divested entirely out of the defendant, William D. Merryman, Sr., and all right, title and interest is vested in the Plaintiff, Cynthia A. Merryman:

> Lot No. 5 on the Plan of Castlegate Subdivision, of record in Book 4998, page 466, Register's Office for Davidson County, Tennessee.

Costs are adjudged against the Defendant, for which let execution issue if necessary.

CIRCUIT JUDGE

APPROVED FOR ENTRY:

DOUGLAS R. BERRY, Attorney
for Plaintiff

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IN THE FIRST CIRCUIT COURT

FOR

DAVIDSON COUNTY, TENNESSEE

CYNTHIA A. MERRYMAN,
Plaintiff

v.

WILLIAM D. MERRYMAN, SR.,
Defendant.

No. 81 D 3498

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into by and between CYNTHIA A. MERRYMAN, hereinafter referred to as the "Wife", and WILLIAM D. MERRYMAN, SR., hereinafter referred to as the "Husband", this 18 day of November, 1981,

WITNESSETH:

Whereas, the parties have experienced irreconcilable differences in their marriage which, it is anticipated, will result in divorce, and,

Whereas, a petition for divorce has been filed in the First Circuit Court for Davidson County, Tennessee, and is presently pending and,

Whereas, in an effort to aid and assist the Court by suggesting a reasonable and proper distribution of the property interests by and between the parties, but in nowise endeavoring to influence the Court as to the decision of awarding a decree of divorce,

Now, therefore, the parties hereto agree as follows:

1. Each party will retain the articles of personalty, wearing apparel and jewelry which are presently in their possession.

2. The husband will retain as his property the following items: one bedroom suite, one den suit, one kitchen suite, a 1977 Thunderbird automobile and a 1978 Tide Craft boat.

3. The wife will retain as her own property the following items: a 1976 Granada automobile and all other household goods not specified in the above paragraph that are presently in her possession.

4. The real property located at 508 Castlegate Drive, Nashville, Tennessee, will be divested out of husband and vested in wife, with the provision that wife pay to husband the sum of $15,000.00 upon the sale of the property or upon her remarriage whichever comes first.

5. Husband agrees to pay the $208.00 monthly payment which is the second mortgage on the property at 508 Castlegate Drive, Nashville, Tennessee.

6. If the parties file a joint income tax return for the calendar year 1981, any refund due them as a result of the filing of said joint income tax return shall be split between the parties, one-half to each party. The wife shall deduct William D. Merryman, Jr., as a dependent on her income tax return for 1982 and following years.

7. The wife shall have custody of the minor child of the parties, subject to right of visitation of the husband every Sunday, every Wednesday, every other legal holiday and one full week each year. The husband agrees to pay the sum of $200.00 per month to the wife as child support for the minor

child of the parties until minor child reaches age eighteen (18).

8. The husband agrees to keep in force full medical and hospitalization insurance on the minor child until such time as the minor child reaches age eighteen (18).

9. The husband agrees to pay tuition for the college education of the minor child of the parties.

10. It is agreed between the parties that this agreement is intended to settle all matters of title to property and assumption of debts heretofore existing between them, and as such may be incorporated into any Decree of Divorce that may be awarded by the Court. The husband further agrees to pay the court costs assessed as a result of this divorce.

IN WITNESS WHEREOF, the parties have hereunto fixed their signatures this 18 day of November, 1981.

WILLIAM D. MERRYMAN, SR. CYNTHIA A. MERRYMAN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William D. Merryman, Sr. and Cynthia A. Merrymand, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18 day of November, 1981.

NOTARY PUBLIC

BOOK 175 PAGE 1082 03/22 18.00- CHECK

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IDENTIF. REFERENCE

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FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

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1523/1866

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 *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Cynthia A. Merryman *Plaintiff, and* William D. Merryman, Sr. *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* 22nd. *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 D Sucker, *D. C.*

Form #GR-117