PARTIAL RELEASE OF LIEN AS TO CERTAIN LAND

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GEORGE L. ARTHER, CLERK
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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IVY MARY GUYTON)
)
vs.) No. 81-D-3659
)
TERENCE WILLIAM GUYTON)

Map 74-4
Par 57 1s

ORDER

This cause came on to be heard before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, on Wednesday, July 7, 1982 at 9:00 A.M. The original Complainant and Counterdefendant, Ivy Mary Guyton, by and through her attorney, orally moved in open court to withdraw her Complaint and her Answer to the Counterclaim filed by Terence William Guyton, which Motion the Court is pleased to grant. On the pleadings filed herein, the testimony of Counterplaintiff, the property settlement agreement executed by the parties and presented to the Court, and the statements of counsel, the Court finds that the parties have no minor children as to whom custody and maintenance must be provided, that the property settlement agreement provides a sufficient and equitable settlement of all property rights between the parties, and that the parties have irreconcilable differences, and that Counterplaintiff, Terence William Guyton should be granted an absolute divorce on the grounds of irreconcilable differences. The Court further finds that any arrearages which may have accrued in the past on Counterplaintiff's obligation to pay alimony pendente lite is excused and such arrearages, if any, shall be null and void..

It is, therefore, ORDERED, ADJUDGED and DECREED that the Motion of Complainant and Counterdefendant, Ivy Mary Guyton to withdraw her Complaint and Answer be and is hereby granted, and that Counterplaintiff, Terence William Guyton be and is hereby awarded an absolute divorce from Counterdefendant, Ivy Mary Guyton on the grounds of irreconcilable differences, and is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the property settlement agreement executed by the parties be and is hereby approved, and the provisions thereof shall be performed by the parties, which agreement in words and figures is as follows:

THIS AGREEMENT by and between Ivy Mary Guyton, hereinafter referred to as "WIFE," and Terence William Guyton, hereinafter referred to as "HUSBAND;"

WHEREAS, the parties have had certain difficulties between them which has resulted in their being unable to cohabit; and

WHEREAS, there is pending in the Circuit Court for Davidson County, Tennessee a petition for absolute divorce wherein Wife is Complainant and Husband is Defendant, Docket No. 81D-3659; and

WHEREAS, the parties desire for their mutual benefit to enter into this Agreement in an effort to agree on the matters of the disposition of their real and personal property with the intention that this Agreement may be and become part of any order awarding absolute divorce in the above referenced matter; and

WHEREAS, the parties understand that this Agreement is subject to the approval of the Court,

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants to be derived by the parties, they herewith agree as follows:

1. Wife shall receive the entire amount of the funds held by her attorney, Robert L. Hudson, as Trustee for both Husband and Wife, which funds were obtained and derived from the closing of an account maintained by Husband and Wife with J. C. Bradford Company.

2. Wife and Husband each shall receive one-half (1/2) of the income tax refund received by Husband and Wife on the joint return filed for 1981, with Husband agreeing to pay Wife's share to her or to her order after receipt of it by him.

3. Husband and Wife are the owners of certain real property located at 839 Hermitage Ridge, Hermitage, Tennessee 37076. All the right, title and interest of Wife in and to the said property shall be divested out of her and vested in Husband, and Husband shall indemnify Wife and hold her harmless from any and all liability on the existing mortgage on the said property. Husband further agrees that at such time as the property is sold by him, he shall pay to Wife one-half (1/2) of all proceeds from the sale after deduction for all expenses of the sale and payment of all liens and encumbrances on the property as are existing at the date of the execution of this Agreement.

4. Husband shall pay to wife $500.00 for payment of attorney's fees incurred by her.

5. It is agreed that Husband and Wife already have made a division of all items of personal property, furniture, and appliances which each desires to keep, in a mutually agreeable fashion. It is further agreed that each has in his or her possession those items which desires to keep, and neither shall make any further claim on the other for any such item not already in his or her possession.

IN WITNESS WHEREOF the parties have hereunto set their signatures this _____ day of _____, 1982.

_____ _____
Witness Ivy Mary Guyton

_____ _____
Witness Terence William Guyton

Pursuant to the property settlement agreement it is ORDERED, ADJUDGED and DECREED that all of Ivy Mary Guyton's right, title and interest in and to the real property owned by the parties and located at 839 Hermitage Ridge, Hermitage, Tennessee 37076, be and is hereby divested out of her and vested in Terence William Guyton, the said property being described more particularly as follows:

> Land in Davidson County, Tennessee, being Lot No. 117 on the revised plan of Hermitage Hills, Section 12, as of record in Book 4675, page 125, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 117 fronts 104.7 feet on the southwesterly side of Hermitage Ridge Drive and runs back between lines 135.72 feet on the southeasterly sideline and 89.26 feet on the northwesterly sideline to a line at the rear measuring 127.06 feet thereon.
>
> Being the same property conveyed to Terence W. Guyton and wife, Ivy Mary Guyton by deed from Stephen J. Terral and wife, Kathie K. Terral of record in Book 5390, page 550 Register's Office for Davidson County, Tennessee.

It is also ORDERED that any arrearages accrued from the obligation of Terence William Guyton to pay alimony pendente lite as previously ordered by this Court by and are hereby excused and deemed null and void.

It is also ORDERED that the costs hereof be taxed to Terence William Guyton for which let execution issue if necessary.

JUDGE

APPROVED FOR ENTRY:

DENNEY, LACKEY & CHERNAU
218 Third Avenue, North
Nashville, Tennessee 37201

By: William L. Rosenberg
William L. Rosenberg,
Attorneys for Terence
William Guyton

CERTIFICATION

I hereby certify that a copy of the foregoing was mailed to Mr. Robert L. Hudson, Steltmeier & Westbrook, 2002 Richard Jones Road, Nashville, Tennessee 37215, attorney for Ivy Mary Guyton, on this 9th day of July, 1982.

William L Rosenberg

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IDENTIF. REFERENCE

SEP 8 3 29 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Bk. 1250, Page 2361

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* Ivy Mary Guyton *Plaintiff, and* Terence William Guyton *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* 8th *day of* September *in the year one thousand nine hundred and* Eighty- Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Dottie Coker, *D. C.*

Form #GR-117