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IDENTIF. REFERENCE

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

BOOK 6353 PAGE 653

ROSWITHA CHRISTEL MYERS X

X

VS. NO. 76846

X

TERRY LEE MYERS X

D E C R E E

This cause came on to be heard this 6th day of June, 1975, before the Honorable Benson Trimble, Judge, Fourth Circuit Court, Davidson County, Tennessee, upon the complaint of the plaintiff, the ex parte testimony of plaintiff's witnesses in open Court, and the entire record of this cause, from all of which it appears to the Court that the allegations of the complaint have been sustained by the proof, and that the defendant, Terry Lee Myers, has been guilty of such cruel and inhuman treatment or conduct towards the plaintiff as renders cohabitation unsafe and improper, and for the plaintiff to be under the defendant's dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Roswitha Christel Myers, be and hereby is granted an absolute divorce from the defendant, Terry Lee Myers, and the plaintiff is hereby restored to all the rights and privileges of an unmarried person.

It further appearing to the Court that the parties hereto have reached a property settlement agreement between themselves, which property settlement is in words and figures as follows:

"PROPERTY SETTLE[illegible] AGREEMENT

WHEREAS, certain difficulties have arisen between

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the parties relative to their marital relations; and

WHEREAS, there appears no probability of a reconciliation between the parties, and it has been determined that it is impossible for the parties to live happily in a marital state and Roswitha Christel Myers has filed a bill for absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee; and

WHEREAS, the parties desire to enter into a property settlement agreement at this time.

NOW, THEREFORE, for the considerations as herein set out, the parties do enter into this property settlement agreement on this 24th day of December, 1974, to settle all disputes to all respective property rights. It is specifically understood and agreed by both parties hereto, and they have been so advised that any property settlement agreement entered into by and between them 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 this cause. In the event of such approval and 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 between the parties that the wife, Roswitha Christel Myers, shall have the absolute care, custody and control of the minor children, Kurth Myers, 11; Drew Myers, 8; and Edward Myers, 2; born of this marriage, and the husband and father, Terry Lee Myers, shall pay the plaintiff to this lawsuit the sum of Five Hundred Ten ($510.00) dollars monthly consisting of two equal monthly installments beginning January ___, 1975, and January ___, 1975 and each month thereafter for the support and maintainence of the said minor children. Up to that time, husband shall continue to pay the expenses as he has in the past.

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2. That all the right, title and interest of the defendant in and to the realty owned by the parties as tenants by the entireties located at 682 Shawnee Drive, Nashville, Davidson County, Tennessee, and more particularly described in plaintiff's bill for absolute divorce from the defendant and incorporated herein by reference be divested out of the defendant and the same be vested in the plaintiff as her sole and separate property.

3. That all the right, title and interest of the defendant in the parties' household furniture, appliances, dishes, silver-ware, cooking utinsils, etc., be divested out of defendant and vested soley in plaintiff.

4. Incorporated in the total monthly payments of $510.00 is a $74.45 monthly payment currently being made by defendant to the First American National Bank in Nashville for a 1973 Pinto automobile now being driven by the plaintiff. That upon completion of the payments, defendant title said automobile to plaintiff as her exclusive and separate property.

5. Defendant agrees to pay plaintiff's attorney a fee of $200.00 for services rendered in this cause.

6. The plaintiff will claim the parties' youngest child, Edward Myers, as a dependent, and that defendant will claim Kurt Myers and Drew Myers as his dependants for income tax purposes.

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

S/ Roswitha Christel Myers

S/ Terry Lee Myers"

AND IT FURTHER APPEARING TO THE COURT that said property settlement is fair and reasonable and should be in all

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things and respects approved; IT IS, ACCORDINGLY, SO ORDERED, ADJUDGED AND DECREED by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant shall have reasonable visitation rights to the minor children at such times and places as are mutually agreeable to the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant, Terry Lee Myers, shall pay the costs of this cause for which execution may issue if necessary.

Judge

APPROVED FOR ENTRY:

Ralph Christian, Attorney for Plaintiff.

Docket Number: 76846 Minute Book 97B, Page 787

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* Roswitha Christel Myers *Plaintiff, and* Terry Lee Myers *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* 25th *day of* July *in the year one thousand nine hundred and* eighty-four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Allen, *D. C.*

Form #GR-117

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