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BOOK 6524 PAGE 333

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BETTY G. EHRESMAN)
)
vs) No. 84D-2352
)
ROBERT D. EHRESMAN)

Map & Par. 126 - 89
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FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on this 12th day of September, 1984, before the Honorable James Everett, Judge of the Probate for Davidson County, Tennessee, upon the Complaint filed herein, the Amended Complaint, the Answer of Defendant, the testimony of the wife and witnesses heard in open Court, statement of counsel for wife and from the entire record in this cause, from all of which the Court finds that the allegation of the wife's complaint has been sustained by the proof, and that Defendant has been guilty of such cruel and inhuman treatment as to warrant cohabitation unnecessary and unwise.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be,and the same hereby are, forever and perpetually dissolved, and that the Wife, Betty G. Ehresman, be, and she hereby is, awarded an absolute divorce of and from the Husband, Robert D. Ehresman.

It further appearing to the Court that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the child and for the equitable settlement of any property rights between the parties by seperate agreement, dated September 10, 1984, and provided to this Court,

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement dated September 10, 1984, and appended hereto, is incorporated herein in its entirety by reference as if set forth herein verbatim.

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IDENTIF. REFERENCE

APR 2 10 16 AM '85

FELIX E. ELLIOTT REGISTER
DAVIDSON COUNTY, TN

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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

BETTY G. EHRESMAN)
)
)
vs.) CASE NO. 84D-2352
)
)
ROBERT D. EHRESMAN)

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, entered into on this the 10th day of September, 1984, by and between BETTY G. EHRESMAN, hereinafter referred to as "wife", and ROBERT D. EHRESMAN, hereinafter called "husband", both parties being citizens and residents of Davidson County, Tennessee. This Property Settlement Agreement is full settlement of all rights of the parties, pursuant to the above captioned case of divorce.

Parties agree as follows:

1. Husband agrees to pay the sum of $200.00 per month to wife for the support and maintenance of the minor child of the parties, Amy Ehresman. Husband further agrees that he will endeavor to spend an amount up to $100.00 per month for further support as he in his discretion shall see fit.

2. All right, title and interest in the property of the parties known as Route #1 Old Charlotte Pike, Pegram, Tennessee, is divested out of husband and given to wife, Said property being described as follows:

> LAND in the 19th Civil District of Davidson County, Tennessee, described according to a survey made by Petty & Petty, dated May 28,1968, and more particularly described as follows:
>
> BEGINNING at a point in the easterly margin of Old Charlotte Pike, said point being 1,327 feet in a southerly direction along the easterly margin of Old Charlotte Pike from the northwest corner of the the property conveyed to J. Dedrick Stevens & E. D. Hill by deed from B. T. Miller and wife, Nell Gordia Miller, of record in Book 4123, page 349, Register's Office for Davidson County, Tennessee; thence south 73 deg. 45 min. East 995 feet to a point; thence South 2 deg. 45 min. West 130 feet to a point; thence North 75 deg. 20 min. West 1,018 feet to a point in the easterly margin of Old Charlotte Pike; thence along the easterly margin of Old Charlotte Pike North 12 deg. 34 min. East 160 feet to the point of beginning. Said tract No. 9 containing 3.3 acres.

3. Husband shall have a lien against said property in the amount of $23,000.00, which sum shall be paid to him by wife upon the sale of the property or upon any refinancing of said property and this lien shall have priority over all except the existing first mortgage owed by First Federal Savings & Loan Association of Columbia. At the time payment is made to husband from the $23,000.00, the sum of $3,000.00 shall be deposited into an account at any savings & loan association or banking institution in trust for the minor child, Amy Ehresman, and such fund shall not be utilized without the consent of both parties. It is agreed that said account shall be placed in the name as follows: "Robert D. Ehresman and Betty G. Ehresman, Trustees for Amy Lynn Ehresman". It is agreed that said fund is intended for the further education of Amy Ehresman and in the event said funds are not used for this purpose, the parties shall decide at what age said monies shall be distributed to Amy Ehresman.

4. The parties agree that joint custody of the minor child shall be had and that each party shall have reasonable rights of visitation and shall share in the amount of time that the minor child shall spend with each.

5. The parties acknowledge that the child support required herein shall terminate when Amy Ehresman reaches the age of eighteen. In the event Amy Ehresman shall decide to further her education, both parties agree that they will share in the expense of tuition, room, board, books, and any and all expenses required for a college education as long as Amy Ehresman shall desire to continue her schooling and each party may enforce this provision against the other as any other provision of this agreement.

6. Husband agrees to continue in force health insurance in favor of Amy Ehresman at his expense.

7. Husband agrees that he will continue in force any life insurance presently in effect and name Amy Ehresman as the beneficiary and that no change in such insurance shall be made without the consent of Betty G. Ehresman, so long as Amy Ehresman shall be a minor child

and with the consent of Amy Ehresman after she shall reach the age of eighteen.

8. This document is a complete settlement of all rights of the parties and no futher claims shall be made unless circumstances shall require same.

IN WITNESS WHEREOF, the parties have hereunto set their signatures on the day and date above set out, this agreement having been executed in duplicate with each of the parties hereto taking a copy thereof.

Betty G. Ehresman
BETTY G. EHRESMAN

Robert D. Ehresman
ROBERT D. EHRESMAN

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 BETTY G. EHRESMAN, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 10th day of September, 1984.

Notary Public

My Commission Expires: 4/19/87

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 ROBERT D. EHRESMAN, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 10th day of September, 1984.

Notary Public

My Commission Expires: 4/19/87

ALL OF WHICH IS ACCORDINGLY SO ORDERED, ADJUDGED and DECREED by the Court, and the costs of this cause are assessed against the complainant, for which execution may issue if necessary.

ENTERED this 12th day of September, 1984.

JUDGE

APPROVED FOR ENTRY:

Saturn & Mazer, Attorneys
212 Third Avenue, North
Nashville, TN 37201

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been mailed to Robert D.Ehresman, 515 Basswood Drive, Apartment G-74, Nashville, Tennessee, 37209, by United States Mail with sufficient postage to guarantee delivery on this 12th day of September, 1984.

Saturn & Mazer, Attorneys

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Probate *Circuit Court for Davidson County, Tennessee, on the* 12th *day of* September, *19* 84, *in Case Number* 84D-2352 *between* Betty G. Ehresman *Plaintiff, and* Robert D. Ehresman *Defendant, as same remains of record in Book* 29A, *Page* 450 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 21st *day of* March *in the year one thousand nine hundred and* eighty-five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Becky Allen *D.C.*

Form #GR-117