IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

15R/2634

MAP 103-3
Par. 80

BETTY DELORES MERRYMAN)
)
VS.) NO. 83D-4010
)
PHIL ROYCE MERRYMAN)

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JUDGEMENT OF ABSOLUTE DIVORCE

This cause came on to be heard this 23rd day of April 1984 before the Honorable Hamilton Gayden, Judge of the First Circuit Court for Davidson County, Tennessee upon the original complaint for absolute divorce filed in this cause, the notarized property and custody agreement executed by the parties, testimony of wife, statement of counsel and upon the entire record.

From all of which the Court finds the husband, Phil Royce Merryman, was duly before the Court pursuant T.C.A. 36-801 (II) in that a notarized property and custody agreement executed by him has been filed with the Court, that wife should be entitled to an absolute divorce in that such irreconcilable differences exist in the marriage of the parties that they can no longer co-habit as man and wife and that the Court affirmatively finds that the property agreement constitutes an equitable distribution of their real and personal property and sufficiently provides for the custody and support of the minor children of the parties and same should be ratified, approved and made an order of this Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that wife, Betty Delores Merryman, be and hereby is granted an absolute divorce from husband, Phil Royce Merryman, and the parties are hereby restored to the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court hereby affirmatively finds that the property and custody agreement

entered into by and between the parties sufficiently provides for the support and custody of the minor children and constitutes an equitable distribution of the real and personal property of the parties and same be and hereby is ratified, approved and made an order of this Court, said agreement is as follows:

PROPERTY AND CUSTODY AGREEMENT

This agreement made and entered into by and between Betty Delores Merryman, hereinafter referred to as Wife and Phil Royce Merryman, hereinafter referred to as Husband, they being Husband and Wife and citizens and residents of Davidson County, Tennessee for more than six months next preceeding this agreement.

WHEREAS: The parties hereby acknowledge that irreconcilable differences exist in their marriage and there is pending in the Circuit Court for Davidson County, Tennessee, a divorce complaint, No. 83D-4110 and it is their desire to execute this agreement pursuant to T.C.A. 36-801 (II) in order to sufficiently provide for the support and custody of the minor children and to make an equitable distribution of their real and personal property.

WHEREAS: Husband hereby acknowledges that upon subscribing his signature hereto and in the presence of a notary public and this agreement filed with the Court that he hereby waives service of process being personally served upon him by an officer of the Court and hereby submits himself to the jurisdiction of the Court.

WHEREAS: The parties agree that Wife shall have the custody and control of the minor children of the parties and Husband shall have visitation privileges which may be restricted by the Court but otherwise at reasonable times and places. That Husband will pay the Wife the amount of $100.00 per week for the support of the two minor children of the parties and $40.00 per week to her as alimony, until she remarries or for sixteen (16) years whichever comes first.

WHEREAS: All right, title and interest Husband has in and to the home of the parties located at 5200 Wyoming Avenue, Nashville, Davidson County, Tennessee, a more detailed description to be included in the divorce decree, be and hereby is divested out of him and vested in Wife and Husband will execute any and all documents necessary to transfer title to her and she will hold him harmless from any payment thereon.

WHEREAS: All right, title and interest Husband has in and to the automobile in possession of Wife, the household furniture, furnishings and personal property, (Inserted by the parties: and silver ware P.R.M. B.D.M.) located on the premises of the home shall be divested out of husband and vested in wife with the exception of Husband's personal belongings and motorcycle parts.

WHEREAS: All right, title and interest Wife has in and to any motor vehicles in possession of Husband, household furniture, furnishings and personal property in his possession be divested out of her and vested in him and Husband is to pay any and all outstanding indebtedness owed on same or any other outstanding indebtedness incurred during marriage not herein specifically set forth and to hold Wife harmless from any payment thereon.

WHEREAS: Husband will maintain and keep in effect major medical and hospitalization insurance on the children and pay any medical or (Inserted by the parties: 1/2 dental expenses - R.M.M. B.D.M.) dental expenses not covered by insurance and hold wife harmless from any payment thereon, all credit cards and (Inserted by the parties: Wife to pay $140 on Sears card P.R.M. B.D.M.) utilities presently in name of Husband shall be cancelled and placed in the name of Wife and Husband will pay the balance of all credit card accounts and make same current to the date of this agreement.

WHEREAS: The parties agree that they will file a joint 1983 I.R.S. income tax return and any refund will be divided equally between the parties.

WHEREAS: The parties hereby acknowledge that these provisions constitute a complete and final release of their responsibilities to each other arising from this marriage, and that they have executed same of their own free will and without threat by the other party. (Inserted by the parties: Phil R. Merryman ~~make repairs to 76 Nova~~ B.D.M. repair exhaust system on 76 Nova P.R.M. Phil R. Merryman carries Life Insurance on Self for 2 minor children P.R.M. B.D.M.)

WITNESS OUR SIGNATURES, the date set forth next to our signature subscribed thereafter.

/s/ Betty Delores Merryman 12-14-83
Wife - Betty Delores Merryman

/s/ Phil R. Merryman 12-9-83
Husband - Phil Royce Merryman

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named, Betty Delores Merryman, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained, this the 14th day of December, 1983

/s/ Harold E. Collins
Notary Public

My Commission Expires: 4-20-86

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, the within named, Phil Royce Merryman, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained, this the 9 day of December, 1983.

/s/ Edward C. White
Notary Public

My Commission Expires: 7-26-1986

Cost of this cause be and hereby is adjudged against Husband for all

of which execution may issue.

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ENTERED this 23 day of April 1984.

APPROVED FOR ENTRY:

Harold E. Collins
Attorney for Wife

Edward C. White
Attorney for Husband

IDENTIF. REFERENCE

MAY 28 2 13 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

J.O. 7.9.9.8.

Hamilton Hayden
JUDGE

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* First *Circuit Court for Davidson County, Tennessee, on the* 23rd *day of* April, *19*84, *in Case Number* 83D-4010 *between* Betty Delores Merryman *Plaintiff, and* Phil Royce Merryman *Defendant, as same remains of record in Book* 157C, *Page* 2634 *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* 23rd *day of* May *in the year one thousand nine hundred and* eighty-five *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D.C. McGuire *D.C.*

Form #GR-117