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GEORGE L. ROCKER, CLERK
D.C.

BOOK 6760 PAGE 947

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JERRY D. MERRYMAN

VS.

VIVIAN M. MERRYMAN

No. 82D-1554

FINAL DECREE

This cause came on to be heard on the 3rd day of August, 1982, before the Honorable Benson Trimble, Judge, upon the original petition for absolute divorce, waiver of personal service of process by the defendant, submission to the Court for approval of a property settlement agreement heretofore entered into by and between the parties, testimony of the Complainant, statements of counsel and from the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties, pursuant to T.C.A. §36-801, et seq., as amended 1977. It is therefore

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the Complainant, Jerry D. Merryman, is granted an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement heretofore entered into by and between the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

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D.C.

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into this _____ day of May, 1982, by and between JERRY D. MERRYMAN, hereinafter referred to as "Husband", and VIVIAN M. MERRYMAN, hereinafter referred to as "Wife."

WITNESSETH;

WHEREAS, the parties are Husband and Wife and have ceased to live together because of irreconcilable differences between them, which then and now render it impossible for them to live together successfully as Husband and Wife; and

WHEREAS, as presently pending in the Circuit Court of Davidson County, Tennessee, a Complaint for Absolute Divorce filed by the Husband against the Wife; and

WHEREAS, the parties desire to enter into this property settlement and support agreement not out of levity or collusion, but to amicablly settle their differences with respect to all property rights and support obligations and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and attendant emotional stress and expenses, which would accompany the same.

WHEREAS, both parties are aware of their possessions and obligations one to the other; and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated Court actions; and

WHEREAS, the parties intend to tender this property settlement and support agreement to the Court for approval in the event a divorce is granted in this cause.

NOW, THEREFORE, for in consideration of the premises here and above stated, and the mutal covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

PERSONAL PROPERTY

1. That the personal property of the parties has already been divided by said parties and each shall be awarded the personal property presently in his or her possession as their sole and exclusive

property, free from any claim of the other. Husband hereby relinquishes any claim he may have in and to the proceeds of Wife's individual checking and/or savings accounts and acknowledges that the same are the sole and separate property of Wife. The Wife, likewise, hereby relinquishes any claims she may have in and to the proceeds of the Husband's individual checking and/or savings accounts and acknowledges that the same are the sole and separate property of Husband.

2. Each party shall assume the sole and separate responsibility for the payment of his or her own indebtedness and shall indemnify and hold the other party harmless from any liabilities thereon. The parties further agree that each will be solely responsible for payment of all outstanding individual debts incurred by him or her prior to the date of the execution of this agreement, except as otherwise setforth herein, and that each shall indemnify and hold the other harmless from any liability for such individual debts. It's further understood and agreed between the parties that, from the date of the execution of this agreement, neither will contract any indebtedness upon the credit of the other, and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

REAL PROPERTY

1. That the parties own, as tenants by the entirety, a house and lot located at 125 Rhine Drive in Madison, Davidson County, Tennessee, which the parties have agreed has a current value of $62,000.00, with an outstanding mortgage balance of approximately $6,700.00, leaving an equity balance of $55,300.00. That all right, title and interest of Wife in said realty shall be divested from her and reinvested in Husband as the fee simple owner. In exchange for this conveyance, Husband agrees to pay Wife as follows:

1. On the date the divorce is granted, Husband agrees to pay Wife a lump sum of Six Thousand Dollars ($6,000.00).

2. That the Husband has already paid, and Wife hereby acknowledges receipt of, the sum of Sixteen Hundred Dollars ($1,600.00).

3. That the balance of Wife's interest in said realty, Twenty Thousand Fifty Dollars ($20,050.00) (1/2 x $55,300 = $27,650 - $7,600) shall be paid to her by Husband at the rate of $250.00 per month until the mortgage balance has been paid in full. Said payments shall begin on the 1st of each month commencing the 1st month after the date a divorce decree may be granted in this matter.

4. Once said mortgage balance has been paid in full, Husband agrees to pay Wife the sum of Three Hundred Dollars ($300.00) per month until her interest in said realty has been paid in full. Wife hereby agrees that Husband will pay no interest in regards to this transaction.

MISCELLANEOUS

1. The Husband shall proceed with obtaining an absolute divorce from the Wife on the grounds of irreconcilable differences.

2. Husband shall be responsible for his reasonable attorneys' fees for professional services rendered in this proceeding.

3. The Husband shall pay the final costs of this cause.

4. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge from all claims arising out of their marital relationship in that each remises, waives, releases, and forever discharges the other from any and all claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to

take as administrator or executor of the other's estate; and this agreement applies to all property now owned by the Husband and Wife, or any property either of them may acquire in the future.

5. The parties further agree to sign any and all instruments, documents, titles, covenants or deeds necessary to carry out the full and intent and purpose of this agreement.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, aires and assigns.

7. The parties acknowledge that they have entered into this property-settlement agreement after arm's length negotiations and that any ambiguity or uncertainty herein shall not be interpreted against either party.

8. The parties acknowledge that they have read this instrument in its entirety and have signed this instrument and that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this agreement and the legal effect are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is entered into voluntarily.

9. The parties acknowledge that this agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter. That in the event no decree is granted, this agreement shall be of no force or effect and be declared null and void.

10. This agreement is not intended, nor shall it be construed, to be an agreement for divorce, and either party shall have the right to appear in Court and contest any divorce proceedings.

Entered on this 14th day of May, 1982, by the Wife and on the 14th day of May, 1982, by the Husband.

Vivian M. Merryman
VIVIAN M. MERRYMAN

Jerry D. Merryman
JERRY D. MERRYMAN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me S.E. Stafford Jr., a Notary Public in and for said Davidson County in the State of Tennessee, the within named VIVIAN M. MERRYMAN, with whom I am personally acquainted, and who acknowledged that she executed this instrument for the purposes therein contained.

Witness my hand and official seal this 14th day of May, 1982.

S E Stafford
NOTARY PUBLIC

My C.E. 10/19/82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me S.E. Stafford, Jr., a Notary Public in and for said Davidson County in the State of Tennessee, the within named JERRY D. MERRYMAN, with whom I am personally acquainted, and who acknowledged that she executed this instrument for the purposes therein contained.

Witness my hand and official seal this 14th day of May, 1982.

S E Stafford
NOTARY PUBLIC

My C.E. 10/19/82

The costs of this cause are taxed to the Complainant, for all of which execution may issue, if necessary.

JUDGE

8-3-82

SUBMITTED FOR ENTRY:

JACKSON, TANNER & REYNOLDS

BY _____
S.E. STAFFORD, JR.
Attorney for Plaintiff
216 Third Avenue North
Nashville, TN 37201

CERTIFICATE OF SERVICE

I cereby certify that a true and exact copy of the foregoing document has been sent to Mrs. Vivian M. Merryman, Tanglewood Apartments, Nashville, Tennessee 37211, this the 2d day of ~~July~~ AUGUST, 1982.

S.E. STAFFORD, JR.

68292

IDENTIFICATION REFERENCE

JAN 13 10 44 AM '86

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

BOOK 5760 PAGE 954

S. E. (BUTCH) STAFFORD
ATTORNEY AT LAW

SUITE 329
2400 CRESTMOOR ROAD
NASHVILLE, TENNESSEE 37215

ONE: (615) 386-7129

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* Third *day of* August, *19* 82, *in Case Number* 82D-1554 *between* Jerry D. Merryman *Plaintiff, and* Vivian M. Merryman *Defendant, as same remains of record in Book* 126A, *Page* 643 *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* 13th *day of* January *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddleman *D.C.*

Form #GR-117