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GEORGE L. ROCKER, CLERK

K. Rocker D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN SUSAN KITCHEN KETTERMAN,
1430 Haynes Drive
Murfreesboro, TN 37130

Plaintiff,

Vs.

BRYAN GLENN KETTERMAN,
2722 Bobby Avenue
Nashville, TN 37216

Defendant.

No. 84D-3871

MAY 6 10 24 AM '86

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

98119

FINAL DECREE

This cause came on to be heard on the 14th day of February, 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff, Karen Susan Kitchen Ketterman, is hereby awarded an absolute divorce from the Defendant, Bryan Glenn Ketterman, on the grounds of irreconcilable differences, T.C.A. 36-4-101(11), and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties; and further, they have made adequate and sufficient provisions for the custody and support of the minor child at this time. The Court hereby approves the Property Settlement Agreement and the same is hereby incorporated in words and figures as follows:

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GEORGE L. HOOKER, CLERK
K. Hartnon D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KAREN SUSAN KITCHEN KETTERMAN,)
)
Plaintiff,)
)
VS.) No. 84D-3871
)
BRYAN GLENN KETTERMAN,)
)
Defendant.)
)

CHILD CUSTODY, CHILD SUPPORT

AND

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, this agreement is made and entered into this _____ day of December, 1985, by and between KAREN SUSAN KITCHEN KETTERMAN, hereinafter referred to as "Wife", and BRYAN GLENN KETTERMAN, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, with the understanding that this Settlement Agreement will be used in a Circuit Court Divorce action, Docket No. 84D-3871, the parties do agree as hereinbelow set out:

1. It is agreed by and between the parties that custody of the minor child of the parties, Jessica Michelle Ketterman, shall be vested with the mother and that the father shall have visiting privileges as follows.

Beginning with the first weekend following the granting of the divorce and every other weekend thereafter the Husband shall have visitation privileges from 4:30 P.M. on Saturday until 6:00 P.M. on Monday. On the first alternate weekend between those the Husband shall have visitation privileges from 6:30 P.M. on Sunday evening until 6:00 P.M. Monday evening and on the other alternate weekend the Husband shall have visitation privileges from 7:30 A.M. Monday morning until 6:00 P.M. Monday evening.

It is agreed by and between the parties that as to holiday

visitation the Defendant shall have visitation privileges with the minor child as follows: on Thanksgiving 1985 the Husband is to have visitation privileges on Friday after Thanksgiving from 8:00 A.M. to 6:00 P.M. and that on Christmas of 1985 the Husband shall have the child from 8:00 P.M. Christmas Eve until 6:00 P.M. Christmas Day and that this is to be alternated such that in 1986 the mother will have the above visitation times.

It is further agreed that the parents will alternate the child's birthdays with the Wife to have visitation with the child from 8:00 A.M. to 6:00 P.M. in 1986 with the Defendant to have the same privilege in 1987.

It is further agreed that both the Plaintiff and the Defendant shall have the right to have the child on his/her birthday from 8:00 A.M. to 6:00 P.M.

It is further agreed that the Husband shall have two weeks visitation uninterrupted with the child beginning in the summer of 1986 upon giving 30 days notice to the Wife as to when he plans to exercise said visitation.

2. It is further agreed that as support for the minor child of the parties that the Defendant will pay the sum of $200.00 per month, $100.00 on the 15th and 30th of each month beginning with the date of the final hearing in this case and shall terminate when the minor child of the parties reaches the age of 18, otherwise becomes emancipated or her high school class graduates.

3. It is further agreed that the Wife is to maintain hospitalization insurance and is to pay the $100.00 deductible on any medical expenses, however all dental, drugs and other medical expenses above said insurance shall be split between the parties.

4. It is further agreed that the home of the parties at 2722 Bobby Avenue, Nashville, Tennessee be divested out of the Wife and vested in the Defendant to the end that he be sole owner of same.

5. It is further agreed that as consideration for this transfer the Husband shall pay to the Wife contemporaneously with the execution of this agreement the sum of $2,500.00 and

that said $2,500.00 is to be a lien upon said property until said payment is made in full.

5. It is further agreed that all personal property, household goods and automobiles belonging to the parties have been split and that each party shall be entitled to those items now in his/her position to be his/hers absolutely with no claim thereon from the other.

6. It is further agreed that the Defendant shall be responsible for all joint bills of the parties incurred up until the time of the execution of this agreement and from that time forward any debt shall be the responsibility of the individual incurring it and that individual agrees to hold the other party harmless from any liability thereon.

7. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of the property rights of the respective parties. Each party hereby waives and relinquishes to the other all rights or claims, not herein mentioned, that each may have against the other, including, but not limited to, statutory allowances, homestead rights, rights to take action against the will of the other, inheritance, insurance, descent or distribution, dower, curtesy, or any other inheritance or marital rights the parties may have acquired by virtue of their marriage. This Agreement shall be binding and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

8. It is understood and agreed between the parties that this Agreement was entered into without undue influence, fraud, coercion, collusion, or misrepresentation, or for any other reason not herein stated. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and is being entered into voluntarily.

9. This Agreement shall be interpreted and construed in accordance with the laws of the State of Tennessee.

12-26-85
DATED

Karen Susan Kitchen Ketterman
KAREN SUSAN KITCHEN KETTERMAN

1-28-86
DATED

Bryan Glenn Ketterman
BRYAN GLENN KETTERMAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforementioned County and State, the within named KAREN SUSAN KITCHEN KETTERMAN, who stated under oath that she executed the foregoing instrument for the purposes contianed therein.

This 26 day of December, 1985.

Rebecca N. Summar
NOTARY PUBLIC

My Commission Expires: 2-18-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforementioned County and State, the within named BRYAN GLENN KETTERMAN, who stated under oath that he executed the foregoing instrument for the purposes contained therein.

Rebecca A. Rhodes
NOTARY PUBLIC

My Commission Expires: 7-27-86

It is ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement are hereby approved and made the Judgment of the Court. Unless specifically ordered by the Court, the child support payments shall not be reduced or prorated.

It is further ORDERED, ADJUDGED and DECREED that Plaintiff have an recover a judgment against Defendant in the amount of Two Thousand Five Hundred Dollars ($2,500.00), said sum representing Wife's consideration for the transfer of her interest in the property located 2722 Bobby Avenue, Nashville, Tennessee described more fully as follows:

> Being Lot No. 44 on the Map of Happy Valley, Section C, not of record and described according to a survey made by Z. J. Wilkerson, Surveyor, Sept. 2, 1945, as follows:
>
> Beginning on the southerly margin of Bobby Avenue at a point 475 feet east of the easterly margin of Cooper Lane, being the the corner of Lots Nos. 43 and 44; thence with the line between said two lots, southwardly 140 feet to the northerly line of the McDonald Land; thence with said line, eastwardly 75 feet to the corner of Lots Nos. 44 and 45; thence with the line between said two lots, northwardly 140 feet to the southerly margin of Bobby Avenue; thence with the said Avenue westwardly 75 feet to the beginning.

It is further ORDERED, ADJUDGED and DECREED that Defendant pay the above judgment within ten (10) days from the date of this Order.

The final costs of this cause will be paid by the Plaintiff, for which execution may issue if necessary.

This the 25th day of February, 1986.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

William E. Porter, Attorney
for Plaintiff
213 Third Avenue North
Nashville, TN 37201
(615) 242-5453

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the Defendant, Bryan Glenn Ketterman, 2722 Bobby Avenue, Nashville, TN 37216 on this 14th day of February, 1986.

William E. Porter

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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* Twenty-Fifth *day of* February, *19* 86, *in Case Number* 84D-3871 *between* Karen Susan Kitchen Ketterman *Plaintiff, and* Bryan Glenn Ketterman *Defendant, as same remains of record in Book* 151A, *Page* 610 *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* 14th *day of* April *in the year one thousand nine hundred and* Eighty-Six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Lear, *D.C.*

Form #GR-117