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Glen H. Dowdle, Clerk

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IN THE CIRCUIT COURT FOR MACON COUNTY, TENNESSEE

IDENTIFICATION REFERENCE 188

SEP 1 1 53 PM '8

FELIX Z. WILSON III REGISTER MACON COUNTY, TN

RUSH

MARY LOU RAMSEY)
PLAINTIFF)
VS) NO 2571
JAMES HOWARD RAMSEY)
DEFENDANT)

BOOK 7642 PAGE 256

O R D E R

This cause came on to be heard before the Honorable Bobby Capers, Judge for the Ciruit Court for Macon County, Tennessee, upon the Complaint for absolute divorce filed by the Plaintiff, Mary Lou Ramsey, and testimony of Plaintiff in open Court, and the facts and record as a whole, from which it duly appeared to the Court that the Parties had entered into a PROPERTY SETTLEMENT AGREEMENT which fully addresses the issues of divorce and property settlement, and it further appeared that the Parties' PROPERTY SETTLEMENT AGREEMENT had been reduced to writing and filed in this cause and that same is proper and should be approved, and that Plaintiff should be granted an absolute divorce on the ground of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between Plaintiff and Defendant be, and they are hereby , completely and forever dissolved. That Plaintiff be and is hereby granted an absolute divorce on the ground of irreconcilable differences.

The Court further determined from the proof presented in this cause that the Parties had heretofore entered into a PROPERTY SETTLEMENT AGREEMENT and that same was filed with the Court in accordance with the law, and that same appeared to be fair and reasonable, and henceforth, it is the JUDGMENT of the Court that said PROPERTY SETTLEMENT AGREEMENT heretofore entered into by the Parties is hereby ADOPTED and is the JUDGEMENT of this Court. That the said AGREEMENT is as follows and is hereby incorporated in this ORDER:

Map 053-16-097.00
parcel-

PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT entered into this the 14th day of October, 1987, by and between MARY LOU RAMSEY, hereinafter called the Wife, and JAMES HOWARD RAMSEY, hereinafter called the HUSBAND. Hereinafter when both HUSBAND and WIFE are referred to, they shall be designated as the PARTIES.

W I T N E S S E T H

WHEREAS, the parties are HUSBAND and WIFE, for they were married on June 2, 1956, in Niagara City, New York. It is agreed between the Parties that irreconcilable differences have now developed between said Husband and Wife, and that they are desirous of obtaining an absolute divorce on the grounds of irreconcilable differences as provided in T.C.A. S 36-4-101 (11); and

WHEREAS, the Wife has filed a Complaint for an absolute divorce in the Circuit Court for Macon County, Tennessee, wherein the Wife alleges irreconcilable differences as one of her grounds for an absolute divorce; and

WHEREAS, the Parties are desirous of complying with the laws of the State of Tennessee regulating divorce on the grounds of irreconcilable differences; and

WHEREAS, the parties are now living separate and apart from each other and are desirous of entering into a voluntary final settlement of their respective property rights. That three children have been born unto this union, all of whom have reached their majority. The Parties further desire to establish separate estates without litigation upon these issues and certain other issues mentioned herein.

NOW THEREFORE, in consideration of the premises, and of the covenants and conditions hereinafter made and set forth, the Parties have constituted a final settlement of their property rights and each respectively relinquishes to the other all rights for claims which each has or may have in the other's property by way of any marital relationship, and this AGREEMENT shall apply to all properties now owned by the Parties hereinabove named, to-wit:

1. That the Wife shall be adwarded an absolute divorce on the grounds of irreconcilable differences.

2. That the Wife shall have awarded to her a certain lot in Old Hickory, Tennessee which is more particularly described as follows, to-wit:

Land in the 4th Civil District of Davidson County, Tennessee, being parts of lots 6 and 7 on the unrecorded plan of Life and Causalty Insurance Company's Subdivison, described according to a copy of a survey made by N. G. Jenkins, Surveyor, dated January 19, 1960, as follows:

Beginning at an iron spike in the centerline of Pitts Avenue, being 75 feet more or less west of an iron spike at the original northeast corner of James Property; thence South 16 degrees 48' West 261 feet to an iron spike in the north line of the land that was conveyed to Eugene E. Davis and Wife by deed in Book 2879, Page 227, Register's Office for said County; thence along Davis' North line, North 61 degrees West 200 feet more or less to an iron spike; thence North 15 degrees 48' East 241 feet more or less to an iron spike in the centerline of Pitts Avenue; thence with the centerline of the same, Easterly 200 feet more or less to the point of beginning.

Being the same property conveyed to Thomas York and wife, Pearl D. York, by Deed from D.W. Story and wife, as of record in Book 3531, Page 243, Register's Office for Davidson County,

Tennessee, the said Thomas York having since died.

That Wife shall assume and pay any outstanding indebtedness owed thereon. That the Wife shall have awarded to her a certain lot in New York, which is more particularly described as follows, to-wit:

All that tract or parcel of land situate in the Town of Somerset, County of Nigagara, State of New York and being part of Lot 9, Section 9, Township 16, Range 5 of the Holland Land Company Survey (so-called) bounded and described as follows:

Beginning at a point in the centerline of Lake Road (the centerline of Lake Road being the southerly line of said Lot 9); running thence westerly along the center line of Lake Road a distance of 150.0 feet to a point; running thence northerly, parallel with the easterly line of Lot 9 a distance of 362.53 feet to a point on the southerly line of the lands described in a deed to Charles E. and Mary L. Ball recorded in Liber 1502 of Deeds at Page 881; running thence easterly along the southerly line of the lands of the said Ball and parallel with the centerline of Lake Road a distance of 150.0 feet to a point on the easterly line of Lot 9; running thence southerly along the easterly line of Lot 9 a distance of 362.53 feet to the point of beginning; containing 1.248 acres be the same more or less.

SUBJECT however to the rights of the public in and to that portion of the above described premises lying within the bounds of Lake Road.

That the Wife shall assume and pay all outstanding indebtedness owed thereon.

3. That the Wife shall be awarded all household and kitchen furnishings owned by the Parties and shall pay any outstanding indebtedness owed thereon.

4. That the Husband shall be awarded all personal property now in his possession, including all farm implements and shall pay all outstanding indebtedness owed thereon.

5. That the Wife shall be awarded the parties horse, Rio. That the Husband shall be awarded the parties pony and the parties horse named Shalko.

6. That the Husband shall maintain Health and Hospitalization Insurance on the wife through his current employer, Textron Aerostructures, to the maximum allowed by his employer, Textron Aerostructures which is eighteen (18) months.

7. That the Husband shall be awarded all savings bonds in his possession. That the Wife shall be awarded all savings bonds in her possession.

8. That the Husband shall pay a reasonable attorney's fee of $500.00 to the Wife's Attorney. That the Husband shall pay his own attorney's fee.

9. That the Husband be awarded his personal vehicles, a 1986 Dodge Van and a 1983 Ford Van and shall assume and pay any indebtedness owed thereon. That the Wife shall be awarded her personal vehicle, a 1985 Ford Escort and shall assume and pay any indebtedness owed thereon.

10. That the Husband shall assume and pay any indebtedness incurred by him. That the Wife shall assume and pay any indebtedness incurred by her.

11. That the Husband shall assume and pay any Internal Revenue Service tax arrearages owed by the Parties for the 1986 tax year.

12. That the Husband shall pay the Wife a sum of Four Hundred and no/100 ($400.00) Dollars per month as alimony, for the use and maintenance of the Wife, conditioned as follows:

(a) So long as he is employed by Textron Aerostructures, or

(b) So long as he is employed anywhere making at least $10.00 per hour, or

(c) Until the Wife remarries.

13. That the Husband shall pay the costs of this cause.

14. That each of the Parties state that they have read this instrument, and that each of the Parties has knowingly and willingly executed this AGREEMENT after having read this instrument, and that each of them is aware of its contents and legal effect. The Parties, each of them, further agree that they have entered into this PROPERTY SETTLEMENT AGREEMENT voluntarily and that neither of them has been coerced or threatened to cause

them to enter into this AGREEMENT.

15. The Parties agree that this AGREEMENT constitutes the entire understanding of the Parties, and it supercedes any and all prior agreements between them.

16. That the Wife's current address is Route 1, Box 100, Pleasant Shade, TN 37145. That the Husband's address is Route 1 Box 109, Pleasant Shade, TN 37145.

ENTERED this the _____ day of _____, 1987.

_____
JUDGE

APPROVED FOR ENTRY:

_____
ANTHONY E. HAGAN
Attorney for Plaintiff
107 1/2 South Cumberland
Lebanon, Tennessee 37087

_____
Jimmy Reneau, III
Attorney for the Defendant
P.O. Box 243
Lafayette, Tennessee 37083

STATE OF TENNESSEE
COUNTY

Glen H. Donoho, Clerk of Circuit Court, Macon County, Tennessee, do hereby certify the foregoing to be true and perfect copy as appears of record in my Office. As found in Minute Book 26 Page 129
This the 1 Day of March, 1988

Glen H. Donoho (KW)
CLERK

RECORDED in Minute Book
Legibility of Writing, Typing or Printing in This Instrument Unsatisfactory When Received

CERTIFIACTE OF SERVICE BOOK 7642 PAGE 260

I, do hereby certify that a true and exact copy of the foregoing Order was mailed, postage prepaid to Ms. Marry Lou Ramsey at her address of 503 Meadow Brook Court, Mt. Juliet, TN 37122, and to James Howard Ramsey at his address of Route 1 Box 109, Pleasant Shade TN 37145, on this the 17th day of Dec., 1987.

ANTHONY E. HAGAN

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