BOOK 7843 PAGE 342

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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MYRNA GAYLE WISEMAN MINTON)
)
-VS-) NO. 71974
)
ROGER RAY MINTON) MAP + PARCEL NO. 42-9-88

FINAL DECREE

This cause came on to be heard on this 2nd day of April, 1974, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original bill for divorce filed by the Complainant, personal service upon the Defendant, answer of the Defendant, agreement to let this matter go off uncontested, interrogatories of Complainant and two witnesses, statement of counsel and the entire record in this cause; from all of which the Court is of the opinion that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards Complainant thereby entitling her to an absolute divorce from the Defendant. The Court is further of the opinion that the Complainant should have the care, custody and control of the three minor children of the parties and that the Defendant should continue to pay the sum of One Hundred ($100.00) Dollars per week for the support and maintenance of the three minor children of the parties. The Court is further of the opinion that the property settlement agreement entered into by and between the parties should be ratified and affirmed in all respects and made a part of this decree by the inclusion of the same, as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, certain difficulties have arisen between MYRNA GAYLE WISEMAN MINTON and her husband, ROGER RAY MINTON, relative to their marital relations; and,

WHEREAS, the parties have been and now are living separate and apart and have no expectation of resuming marital relations; and,

WHEREAS, there appears no possibility of a reconciliation between the parties and it has now been determined that it is impossible for the parties to live happily in a marital state and Myrna Gayle Wiseman Minton has filed a bill for absolute divorce in the Fourth Circuit Court of Davidson County,

Tennessee; said suit bearing #71974 and Roger Ray Minton has filed an answer to said bill for absolute divorce; and,

WHEREAS, there are three minor children currently residing with Myrna Gayle Wiseman Minton; namely, Timothy Ray, born December 17, 1961; Barry Lee, born April 27th, 1964; and Teresa Gayle, born February 2nd, 1973; and the parties desire to enter into a property settlement agreement at this time.

NOW, THEREFORE, for the considerations as herein set out, the parties do enter into this property settlement on this the 1st day of April, 1974, to settle all disputes to all respective property rights. It is specifically understood and agreed by both parties hereto and they have been so advised that any property settlement entered into by and between them is made subject to the approval and ratification of the Court, in the event the Court should see fit to grant the divorce at the hearing of this cause. In the event of such approval and ratification by the Court, the same may be incorporated within the Decree.

NOW, THEREFORE, the parties agree as follows:

It is agreed and understood that all right, title and interest in and to the following described real estate be divested out of the Defendant, Roger Ray Minton, and vested solely in your Complainant, Myrna Gayle Wiseman Minton:

"Land in Davidson County, Tennessee, being Lot No. 34 on the Plan of Kemper Heights, Section 1, as of record in Book 2331, Pages 65 and 66, Register's Office for said County.

Said lot fronts 80 feet on the south side of Westchester Drive, as measured around a curve, and runs back 277 feet on the east line and 277.7 feet on the west line to a dead line in the rear on which it measures 50 feet.

Being the same property conveyed to Roger Ray Minton and wife, Myrna Gayle Wiseman Minton, by deed from R. R. Mincy and R. E. Mincy, as of record in Book 3575, Page 427, Register's Office for Davidson County, Tennessee."

It is further agreed and understood that all of the household furnishings, appliances and personal property currently located at 907 Westchester Drive, Madison, Tennessee, shall be the sole and absolute property of Myrna Gayle Wiseman Minton.

It is agreed and understood that the 1973 Pontiac Catalina automobile shall become the sole and absolute property of Myrna Gayle Wiseman Minton.

Further, it is agreed and understood that all right, title and interest in and to real property known as Lot #27, Grizzard Manor Subdivision, Highway 41, Davidson County, Tennessee, described below, be divested out of the Complainant, Myrna Gayle Wiseman Minton, and vested solely in your Defendant, Roger Ray Minton:

"Lot No. 27, Section II, Grizzard Manor Subdivision, recorded in Plat Book 4660, Page 14, Register's Office for Davidson County, Tennessee. Said Lot No. 27 fronts 165 feet on the easterly side of Gaylemore Drive and runs back between lines, 250.32 feet on the northerly line, and 273.7 feet on the southerly line to a broken line in the rear on which it measures 182.13 feet thereon.

Being the same property conveyed to Roger Ray Minton and wife, Myrna Gayle Wiseman Minton, by deed from Goodlettsville Development Company, Inc., as of record in Book 4703, Page 17, Register's Office for Davidson County, Tennessee."

It is agreed that Myrna Gayle Wiseman Minton shall have the custody and control of the three minor children of the parties hereinabove named with the right of Roger Ray Minton to visit and be with the children at reasonable times and places, however, the Defendant, Roger Ray Minton, is to call and notify the Complainant, Myrna Gayle Wiseman Minton, of his intention to visit with the said children in advance of each visitation.

It is further understood and agreed that Roger Ray Minton shall pay the sum of One Hundred ($100.00) Dollars per week to the Complainant, Myrna Gayle Wiseman Minton, for the support and maintenance of the three minor children of the parties.

It is further agreed and understood that Roger Ray Minton shall pay to William J. Faimon, Solicitor for Myrna Gayle Wiseman Minton, the sum of $150 as his fee for services rendered in this cause.

It is understood and agreed by the parties hereto that this instrument has been signed by their own free will and the same has been made subject to the approval and ratification of the Court and may be incorporated in the Decree in the event that such a divorce is granted.

Each of the parties shall from time to time, at the request of each other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

The provisions of this agreement and their legal effect have been fully explained to the parties and each party acknowledges that the agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

A modification or waiver of any of the provisions

of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

Each party shall at all times keep the other informed of his or her place of residence, and shall promptly notify the other of any change, giving the address of the new place of residence.

Except as otherwise stated herein, all the provisions of this agreement shall be binding upon the respective heirs, next of kin, executors, and administrators of the parties.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this instrument in two counterparts, each of which shall constitute an original.

/s/ MYRNA GAYLE WISEMAN MINTON

/s/ ROGER RAY MINTON

WITNESSES:

/s/ WILLIAM J. FAIMON

It is,therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Myrna Gayle Wiseman Minton, be, and is hereby granted an absolute divorce from the Defendant, Roger Ray Minton, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Myrna Gayle Wiseman Minton, be, and is awarded the care, custody and control of the three minor children of the parties and the Defendant, Roger Ray Minton, is to continue to pay the sum of One Hundred ($100.00) Dollars per week for the support and maintenance of the three minor children of the parties.

Further, it is ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties as hereinabove set out be, and is hereby ratified and affirmed in all respects.

The costs of this cause are taxed against the Defendant for which execution will issue, if necessary.

JUDGE

APPROVED FOR ENTRY:

WILLIAM J. FAIMON
SOLICITOR FOR COMPLAINANT

FILED
MAY 17 2 02 PM '89
PAUL G. HUMMEL, CLERK
DAVIDSON COUNTY, TENN.

3371 2

I hereby certify that a copy of this Final Decree has been mailed to James W. Rutherford, Solicitor for Defendant, on this 4th day of April, 1974.

WILLIAM J. FAIMON

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* 2nd *day of* April, *19* 74, *in Case Number* 71974 *between* Myrna Gayle Wiseman Minton *Plaintiff, and* Roger Ray Minton *Defendant, as same remains of record in Book* 87A, *Page* 548 *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* 22nd *day of* March *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Parker *D.C.*