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GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBBIE ANN RAMAGE, )
)
Plaintiff, )
)
vs. ) NO. 82D-151
)
DAN O'NEIL RAMAGE, )
)
Defendant. )

BOOK 7955 PAGE 384

ORDER

This cause came on to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the 22nd day of August 1983, upon the Plaintiff's Complaint for Absolute Divorce from the Bonds of Matrimony, the Written Agreement for the Custody and Maintenance of Minor Child and Property Settlement Agreement, said Agreement having been in writing, notarized, and making specific reference to the pending divorce action by cause and docket number, the testimony of the Plaintiff which included Amendments to the Original Complaint for Absolute Divorce stating that the residence of the Complainant is now 1112 North Graycroft Drive, Madison, Tennessee 37115, and that the present residence of the Defendant is 1032 Granada Avenue, Nashville, Tennessee 37206, and further, that the date of separation should now read July 9, 1983. Further, it is noted from the record in this cause that the Plaintiff filed suit on January 18, 1982, but subsequently the parties entered into a stipulation to attempt a reconcilation and Orders allowing said reconcilation were entered in the cause. Following the expiration of the Order of Reconcilation, the parties continued to experience irreconcilable differences so that no reconcilation is possible. From all of which the Court finds that a divorce should be granted to the parties

on the grounds of irreconcilable differences and from all of which this Court affirmatively finds that the said Written Agreement adequately and sufficiently provides for the custody and maintenance of the parties' minor child and for the equitable settlement of property rights between the parties and approved said Written Agreement.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Bonds of Matrimony heretofore existing and subsisting between the parties be and are hereby perpetually dissolved and the parties restored to all rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, and DECREED that the Written Agreement for the Custody and Maintenance of the Child and Property Settlement Agreement executed by and between the parties be and is hereby approved by the Court and judgment rendered thereon in the form and substance as set forth hereinafter:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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| DEBBIE ANN RAMAGE, Plaintiff, | ) | |
| vs. | ) | NO. 82D-151 |
| DAN O'NEIL RAMAGE, Defendant. | ) | |

WRITTEN AGREEMENT
FOR THE CUSTODY AND MAINTENANCE OF CHILD
AND PROPERTY SETTLEMENT AGREEMENT

This Agreement was entered into by and between Debbie Ann Ramage, hereinafter referred to as Wife, and Dan O'Neil Ramage, hereinafter referred to as Husband, subject to the following premises, terms, and conditions.

WHEREAS, the parties have experienced marital difficulties such that irreconcilable differences have arisen between the Wife and Husband, rendering their marriage irretrievably broken; and

WHEREAS, it is the decision of the Wife and Husband to amicably settle their differences with respect to all property rights, support obligations, obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present but for the future, it being their intention that such contract will be effectuated with respect to all of their property and other matters of concern; and

WHEREAS, in view of the irreconcilable differences which have arisen, it is the intention of the Wife and Husband to live apart for the rest of their natural lives, they agree as follows:

1. In that Wife and Husband have one minor child born of this marriage, Christopher Ramage, and Wife and Husband having agreed that the Wife is the proper person to have the

care, custody, and control of their minor son, with Husband having reasonable visitation privileges. Parties further agree that Husband shall have a minimum of eight evenings/nights per month and a minimum of two Saturdays, nine hours each Saturday per month, visitation with his son, Christopher. It is further agreed between the parties that Christopher will alternate holidays of Thanksgiving day and Christmas day with his parents, said holiday visitation to begin with Thanksgiving 1983, that Christopher will spend that holiday with his father and Christmas 1983, will be spent with his mother. Parties further agree that if either parent relocates more than fifty miles from the other parent, then visitation privileges will be renegotiated as to reasonable times and places being designated according to circumstance.

2. Husband agrees to contribute to the support and maintenance of his minor son in the amount of a minimum of $175.00 per month, and additionally, Husband assumes the responsibility of all medical and dental expenses incurred by and on behalf of said minor son, Christopher Ramage. Husband further agrees to continue to carry medical and dental benefits under any policy of insurance offered him through his employment, this provision intended to extend past his son reaching his majority age.

3. Wife agrees that all of her right, title, and interest in a 1974 Volkswagon Karman Ghia automobile shall be and is hereby transferred to Husband. Husband agrees to assume responsibility for payment of any and all outstanding indebtedness on said automobile and shall indemnify and hold Wife harmless from any liability therefor. Husband further agrees to assume responsibility for use of this vehicle and

shall indemnify and hold Wife harmless from any liability resultant from the operation of this vehicle.

4. Husband agrees that all of his right, title, and interest in a 1976 Madza RX-4 automobile shall be and is hereby transferred to Wife. The Wife agrees to assume responsibility for payment of any and all outstanding indebtedness on the automobile and shall indemnify and hold Husband harmless from any liability therefor. The Wife further agrees to assume responsibility for use of this vehicle and shall indemnify and hold Husband harmless from any liability resultant from the operation of said vehicle.

5. Wife and Husband agree to keep personal property which was either acquired before or after the marriage which may be in his or her possession on the date of signing of this agreement, the parties having previously agreed to said division of personal property.

6. Husband agrees to pay all outstanding debts of the parties with the exception of a personal loan from Century Finance Company which shall be assumed by Wife.

7. Husband further agrees to assign ownership of the family life insurance policy with Equitable Life Company to Wife with his son, Christopher, being named beneficiary on Husband's life policy. Wife agrees to assume responsibility of payments of premiums of said policy.

8. Husband and Wife further agree that each party will be responsible for one-half their son's, Christopher's, college expenses, this provision intended to extend past their son's reaching his majority age.

9. For and in consideration of $2,000.00, which sum shall be paid to Wife upon Husband's sale or retitling of parties' real estate, and upon Husband's assumption of the responsibility for payment of any and all outstanding indebtedness on said real estate, Wife agrees to relinquish all of her right, title, and interest to the parties' real estate as described, as follows:

> House and lot known as 1032 Granada Avenue, Nashville, Tennessee 37206, being land in Davidson County, Tennessee, lot number 4 on the plan of J. G. Grissim's Grand Avenue Addition, of record in Book 974, page 35, Register's Office for said County.

Husband agrees to assume responsibility for payment of any and all outstanding indebtedness on such real estate when the transfer is made and shall indemnify and hold Wife harmless from any liability therefor.

10. Each party shall be responsible for paying his or her own attorney's fee.

11. The costs of this cause shall be paid by Husband.

12. It is understood and agreed between Husband and Wife that this Agreement shall be introduced in the above-styled divorce action on the grounds that irreconcilable differences have rendered this marriage irretrievably broken and that this Agreement shall be submitted to the Court for radification and incorporation into the Final Decree.

13. It is understood and agreed between Husband and Wife that this Agreement is entered into without undue influence or coercion, but that it is being entered into voluntarily and that both parties acknowledge that they have received the full benefit of counsel and believe that this Agreement provides for the adequate and sufficient provision for the custody and

maintenance of their minor son and for the equitable settlement of the property rights between the parties.

Debbie Ann Ramage
DEBBIE ANN RAMAGE

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Sworn to and subscribed before me, this 11th day of July, 1983.

Callie S. White
Notary Public

My Commission Expires: 7/27/86

Dan O'Neil Ramage
DAN O'NEIL RAMAGE

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Sworn to and subscribed before me, this 11th day of July, 1983.

Callie S. White
Notary Public

My Commission Expires: 7/27/86

APPROVED FOR INCORPORATION IN THE FINAL ORDER OF THIS COURT:

MARY ANN REESE
Attorney for Plaintiff/~~Wife~~

Attorney for Defendant/Husband

ENTER this 23RD day of August, 1983.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

MARY ANN REESE
Attorney for Plaintiff
3805 Gallatin Road
Nashville, TN 37216
Phone: 228-2502

CERTIFICATION OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been mailed to the defendant, Dan O'Neil Ramage, 1032 Granada Avenue, Nashville, Tennessee 37206, this 22nd day of August 1983.

MARY ANN REESE

72002

IDENTIFICATION REFERENCE

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DAVIDSON COUNTY, TN.

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BOOK 7955 PAGE 392

# 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* 23rd *day of* August, *19* 83, *in Case Number* 82D-151 *between* DEBBIE ANN RAMAGE *Plaintiff, and* DAN O'NEIL RAMAGE *Defendant, as same remains of record in Book* 131C, *Page* 2358 *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* 10th *day of* August *in the year one thousand nine hundred and* Eighty-Nine *and in the* 214th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Mary Walker, *D.C.*

**Form #GR-117**