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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUANITA LOUISE LANE MERRILL,
Plaintiff,
vs.
MICHAEL SHAYNE MERRILL,
Defendant.

NO. 80D-2635

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FINAL DECREE

This cause came on to be heard on the 20th day of October, 1980, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff in the Complaint, written Interrogatories of the Plaintiff submitted to the Court, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Juanita Louise Lane Merrill, be, and hereby is, awarded an absolute divorce from the defendant, Michael Shayne Merrill, and that the plaintiff be restored to all the rights and privileges of an unmarried person, except that plaintiff be allowed to retain the use of her married name, Juanita Louise Merrill.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Property Settlement Agreement heretofore submitted to and approved by the Court, and attached hereto, be incorporated into and made a part of this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this ____ day of _____, 1980.

JUDGE 10/20/80

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Mr. Michael Shayne Merrill
409 Cedar Cliff Drive
Antioch, Tennessee 37013

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BOOK 1100 PAGE 821

1980 JUL 16 PM 1:49

GEORGE L. ROOKER, CLERK

D.C.

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUANITA LOUISE LANE MERRILL)
)
vs.) NO. 80D-2635
)
MICHAEL SHAYNE MERRILL)

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 27 day of June, 1980, by and between JUANITA LOUISE LANE MERRILL, hereinafter referred to as "Wife", and MICHAEL SHAYNE MERRILL, 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, the parties do agree as hereinbelow set out:

1. The Husband shall have all right, title and interest in and to the real property located at 409 Cedar Cliff Drive, in Antioch, Davidson County, Tennessee; and he shall be solely responsible for repayment of the mortgage indebtedness secured by said real property to Third National Mortgage Company.

2. The Wife shall have all right, title and interest in and to one (1) 1979 Lincoln Continental automobile, same being presently unencumbered.

3. The Husband shall have all right, title and interest in and to one (1) 1978 Chevrolet Van; and he shall be solely responsible for the repayment of a certain loan in the Wife's name due Nashville City Bank, which loan financed the

purchase of said vehicle. The Wife hereby agrees to sign any documents necessary to place title to said vehicle solely in the Husband's name, upon being furnished with proof that the loan due Nashville City Bank has been paid in full.

4. The Husband shall have all right, title and interest in and to a certain Chevrolet truck; and he shall be solely responsible for the repayment of any loans or encumbrances secured by said Chevrolet truck.

5. The Wife shall be solely responsible for the repayment of any charges on a Master Charge account, and she will retain said account in her name for her personal use. The Husband hereby agrees to refrain from making any future charges on said account.

6. The Husband shall be solely responsible for the repayment of any charges on a Visa account, and he wll retain said account in his name for his personal use. The Wife hereby agrees to refrain from making any future charges on said account.

7. All interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

8. The Wife shall have the right to retain the use of her married name, Juanita Louise Merrill.

9. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever here-

after have any property claims against the other whatsoever, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Juanita Louise Lane Merrill Michael S. Merrill
JUANITA LOUISE LANE MERRILL MICHAEL SHAYNE MERRILL

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, JUANITA LOUISE LANE MERRILL, with whom I am personally acquainted, and who acknowledged to me that she signed the within Property Settlement Agreement as her free act and deed for the purposes therein contained, this 27th day of June, 1980.

Thomas W. Powell, Jr.
NOTARY PUBLIC

My commission expires:
My Commission Expires OCT. 18, 1981

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, MICHAEL SHAYNE MERRILL, with whom I am personally acquainted, and who acknowledged to me that he signed the within Property Settlement Agreement as his free act and deed for the purposes therein contained, this 27th day of June, 1980.

Thomas W. Powell, Jr.
NOTARY PUBLIC

My commission expires:
My Commission Expires OCT. 18, 1981

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STATE OF TENNESSEE

I, **RICHARD R. 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 THIRD Circuit Court for Davidson County, Tennessee, on the 20 day of OCTOBER , 19 80 , in the Case Number 80D2635 between MERRILL, JUANITA L Plaintiff, and MERRILL, MICHAEL S Defendant, as same remains of record in Vol. 119B , Page 00896 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 03 day of SEPTEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Jerry Campbell
Deputy Clerk

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IDENTIF. & REFERENCE
98 SEP -4 AM 11:11
FELIX Z. MILLER REGISTER
DAVIDSON COUNTY, TN.
PICK-UP
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