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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

AUGUST 15th, 1972.

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JOANNE MARIE BIBB ELLISTON)
)
VS.) NO. 64660
)
WILLIAM JACKSON ELLISTON, JR.) MINUTE BOOK 23-A, PAGE 59

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 8th day of August, 1972, before Honorable Shelton Luton, Judge, Probate Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce of the Complainant, Joanne Marie Bibb Elliston, and upon the testimony of the Complainant, Joanne Marie Bibb Elliston, and of her witnesses in open court and upon the submission to the

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Court of a Property Settlement Agreement and said cause was heard as an uncontested divorce.

From all of which the Court finds that the allegations of the Petition for Absolute Divorce are sustained by the proof and that the Defendant, William Jackson Elliston, Jr., has been guilty of such cruel and inhuman treatment toward the Complainant, Joanne Marie Bibb Elliston, as renders cohabitation unsafe and improper.

It is therefore ordered, adjudged and decreed that an Absolute Divorce be and the same is hereby awarded to Joanne Marie Bibb Elliston and she is restored to all the rights and privileges of an unmarried person and the bonds of matrimony between the parties are hereby dissolved.

It further appearing to the Court that the Property Settlement Agreement is right and proper, same is approved and each and every provision of the Property Settlement Agreement is hereby made the decree of the Court and the Property Settlement Agreement is as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

JOANNE MARIE BIBB ELLISTON)
)
VS.) NO. 64660
)
WILLIAM JACKSON ELLISTON, JR.)

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, WILLIAM J. ELLISTON, JR., and JOANNE MARIE BIBB ELLISTON, hereinafter referred to respectively as "Husband" and "Wife", have been married and have resided together as man and wife since June 5, 1956; and

WHEREAS, Husband and Wife have two children born of this marriage, ELIZABETH HARDING ELLISTON and WILLIAM JACKSON ELLISTON, III,; and

WHEREAS, Husband and Wife own jointly and severally diverse property, of both real and personal nature; and

WHEREAS, Wife has filed a Petition For Absolute Divorce in the Probate Court for Davidson County, Tennessee; and

WHEREAS, Husband is not desirous of contesting the said Petition For Absolute Divorce heretofore filed by Wife; and

WHEREAS, both Husband and Wife desire that an agreement be entered into by and between them concerning distribution of the property and monies of the parties, provision for support of the parties' minor children, and other matters as hereinafter set out;

NOW, THEREFORE, Husband and Wife enter into the following Property Settlement Agreement, all of which is subject to the approval of the Honorable Court:

W I T N E S S E T H :

1. Husband agrees that Wife shall have custody of the minor children of the parties and Wife agrees to accept such custody and full responsibility for the said children for so long as the children, in view of their age and discretion, are satisfied with such arrangement. If, in the future, either or

both of the children desire that Husband have custody of them, Wife agrees that the decision of the child or children shall be controlling. Husband shall have reasonable visitation rights with his children, and it is specifically agreed between Husband and Wife that in matters concerning important decisions of the children such as education, health, church affiliation, or other such matters, Husband will be consulted before any irreversible action shall be taken.

2. Husband agrees to pay to wife the sum of Three Hundred Twenty-Five ($325.00) Dollars per month as child support for his children during their minority.

3. Husband agrees that Wife shall receive all right, title and interest in the home of the parties which is located at 211 Paddock Lane, Nashville, Tennessee, and Husband agrees that all his said interest, subject to any encumbrances, shall be divested from him and vested in Wife in the Final Decree. Wife hereby agrees to accept and assume full responsibility and liability for all household expenses and indebtednesses on the home of the parties and to hold Husband harmless for any such expenses and indebtednesses. Likewise, Wife agrees that Husband shall have all right, title and interest in and to all other real properties or interest therein held by Husband, and Wife agrees upon the entry of the Final Decree in this cause to divest herself of any said interests in such properties and to vest these interests in Husband. Husband agrees to hold Wife harmless for any indebtednesses or liabilities on said properties which he shall receive in accordance with this Agreement. Both parties agree to execute all Deeds, Contracts or other Documents necessary to properly accomplish the above described property transfers.

4. While Husband shall have full right, title and interest in and to all family possessions and heirlooms which he owned at the time of the marriage of the parties, which includes personal property of all types situated in the house, Husband

agrees, within his full discretion, however, to consult with Wife and determine what items of property should be left in the house for the use and benefit of the children during their residency at the home of the parties; title, however remains with Husband.

5. Husband agrees to pay to Wife the sum of One Thousand Five Hundred ($1,500.00) Dollars, the said payment being made on a monthly basis in twelve (12) equal monthly installments, with the first installment being due on June 30, 1972.

6. Husband and Wife shall trade in the two existing vehicles and obtain two more moderately priced vehicles which will be less expensive to maintain. Husband agrees to pay for the vehicle which Wife receives which shall be a new vehicle comparable to the one which he obtains, or otherwise agreeable between Husband and Wife. Wife agrees, with the exception of Husband's obligation to pay for this vehicle, he will have no further obligations with regard to the upkeep and insurance upon this vehicle.

7. Husband agrees to pay tuition to St. Cecelia's for his daughter, ELIZABETH, and agrees also to pay other incidental expenses which meet his approval, this being in addition to the child support heretofore set out. Husband further agrees to pay the necessary expenses incurred to obtain a college education for both of his children through the attainment of their Bachelor's Degrees, or its equivalent; however, such educational expenses will only be provided to the extent which it is reasonable in view of Husband's financial abilities, and Husband is not obliged to furnish expenses for education at any unusually expensive school. This, of course, is subject to Husband's financial situation in coming years.

8. Husband agrees to pay a reasonable attorney's fee to Wife's attorney of record, CHARLES H. WARFIELD, for

his services rendered in this case, if said fee cannot be negotiated, fee will be set by the Court. Likewise, Husband will pay the Court costs in this cause.

9. Husband agrees to pay in addition to the child support payments and other sums of money heretofore agreed upon, tuition and incidental expenses for his son, BILLY, both in grammar school and in secondary school, with said school being reasonably priced, as an example, of the caliber of Montgomery Bell Academy here in Nashville. Wife agrees that BILLY may, as finally determined by Husband, attend the seventh (7th) and eighth (8th) grade at St. Henry's Catholic School, but said agreement is conditioned upon Husband conferring with BILLY concerning this matter, and valuing his desires in making a determination as to where the boy will receive further education. This is, of course, subject to Husband's financial ability in coming years.

10. Wife agrees that after the date of the execution of this Property Settlement Agreement, that with the exception of the obligations of Husband to pay to Wife certain monies as hereinabove set out, Husband will have no future obligation concerning maintenance or support of Wife and shall be relieved of all liability and responsibility for any obligations of Wife, past, present or future, except those specifically set out in this Agreement.

IT IS AGREED by Husband and Wife that this Property Settlement Agreement and child custody agreement shall constitute the entire understanding and agreement between the parties, and settle thereby all property rights between the parties.

WITNESS our hands this 14th day of June, 1972.

WILLIAM JACKSON ELLISTON, JR.

JOANNE MARIE BIBB ELLISTON

APPROVED:

CHARLES PATRICK FLYNN
Attorney for Defendant

CHARLES H. WARFIELD

It is ordered that William Jackson Elliston, Jr. shall pay to Charles H. Warfield, Attorney for Joanne Marie Bibb Elliston, as a portion of his attorney fee the sum of Seven Hundred Fifty Dollars ($750.00) and when William Jackson Elliston, Jr. has paid said amount to Charles H. Warfield, he shall have no further obligation to Charles H. Warfield.

It is further ordered that William Jackson Elliston, Jr. shall pay the costs of this cause for which execution may issue if necessary.

APPROVED FOR ENTRY:

CHARLES PATRICK FLYNN
Attorney for Defendant

Charles H Warfield
CHARLES H. WARFIELD
Attorney for Plaintiff

IDENTIF. REFERENCE

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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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This August 14, 1972.

Shelton Luton
JUDGE

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct* copy of divorce decree ~~transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* Joanne Marie Bibb Elliston, *Plaintiff, and* William Jackson Elliston, Jr., *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 15th *day of* July *in the year one thousand nine hundred and* seventy-five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Mildred Carter, *D. C.*