BOOK 5045 PAGE 774

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARGARET EDNA (CLAXTON) (DISSPAYNE) GATLIN)
)
VS.) NO. 81508
)
JOHN BONEY GATLIN)

120-10
24 pw

FINAL DECREE

This cause came on to be heard on the 26th day of May, 1976, before the Honorable Stephen North, Judge, upon Plaintiff's original complaint for Absolute Divorce, personal service of process being had on the Defendant, the Answer of the Defendant, the Agreement of the parties to transfer this cause to the uncontested docket, Property Settlement Agreement, testimony of Plaintiff and her witnesses, statement of counsel, and the entire record in this cause, from all of which it appears to the Court that the Defendant has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as renders it unsafe and improper for her to cohabit with him; further, that the parties had previously entered into a formal Property Settlement Agreement and that the said Agreement should be expressly confirmed and made a part of this Decree.

JUL 14 76 MISC 8* 10.00 * 10.00

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that an Absolute Divorce be and is hereby granted to the Plaintiff and the bonds of matrimony heretofore subsisting between the parties be and the same are hereby dissolved and the Plaintiff is restored to all rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the injunction previously issued by the Court restraining the Defendant from coming around or telephoning the Plaintiff for the purpose of beating, harming, or harassing her in any manner whatsoever, be made permanent.

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that the Property Settlement Agreement between the parties hereto dated April 27, 1976, consisting of three (3) pages, a copy of

which is attached hereto as Exhibit "A", is hereby approved and is incorporated as a part of this Decree as though the same were copied herein verbatim.

IT IS, FURTHER, ORDERED, ADJUDGED, AND DECREED that execution may issue, if necessary, should Defendant fail to pay the sums agreed upon in paragraphs six (6) and seven (7) of the Property Settlement Agreement signed by the parties (Exhibit "A") including all Court costs.

Entered this 28 day of May, 1976.

S/
Judge Stephen Warth

APPROVED FOR ENTRY:

LANCASTER & FARMER

By: S/
C. Allan Lancaster
Attorney for Plaintiff
Suite 100, 4207 Lebanon Road
Hermitage, Tennessee 37076

C: Mr. Aaron Wyckoff
Attorney for Defendant
Willis & Knight
700 Union Street
Nashville, Tennessee 37219

BOOK 5045 PAGE 776

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MARGARET EDNA (CLAXTON) (DISSPAYNE) GATLIN	)	
	)	
VS.	)	NO. 81508
	)	
JOHN BONEY GATLIN	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 27TH day of April, 1976, by and between MARGARET EDNA CLAXTON DISSPAYNE GATLIN, hereinafter called "Wife," and JOHN BONEY GATLIN, hereinafter called "Husband."

WITNESSETH:

WHEREAS, there is now pending in the Fifth Circuit Court of Davidson County, Tennessee, Case No. 81508, wherein Wife is seeking an absolute divorce from Husband and the parties are desirous of settling certain issues and controversies in said case relating to alimony and support and the division of property;

NOW THEREFORE, in consideration of the terms, covenants and provisions hereinafter set forth, Wife and Husband agree as follows:

1. Husband shall retain all right, title and interest in and to the 1974 Chevrolet Monte Carlo automobile.

2. Husband shall retain, in addition to the personal property that is strictly personal to him, as his sole and separate property, whatever interest the parties have in and to the furniture in husband's bedroom (consisting of a bed, desk, night table, 2 chairs and swivel rocker), the vinyl den couch, tea cart, large oval mirror, mahogany end tables, 3 radios, color T.V. console, chrome mixer, toaster grill, "Mr. Coffee" machine, and fishing boat. Wife shall retain as her sole and separate property the rest and remainder of the personal property of the parties including, but not limited to, the furnishings of the home.

BOOK 5045 PAGE 777

3. All right, title and interest in and to the real property and improvements thereon located at 1232 Dempsey Place, Nashville, Tennessee shall be divested from the Husband and vested in the Wife. Said real estate is more specifically described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 64 on the Plan of Seven Oaks Subdivision, Section IV, as of record in Book 2133, page 105, Register's Office for said County, described as follows:
>
> SAID Lot No. 64 fronts 100.06 feet on the Northerly side of Dempsey Place and runs back between lines 228.3 feet on the Westerly side and 266.1 feet on the Easterly side along a broken line to a dead line in the rear measuring 42 feet thereon.
>
> BEING the same property conveyed to John B. Gatlin and wife, Margaret C. Gatlin by deed from Martha W. Crowl of record in Book 3434, page 611, Register's Office for Davidson County, Tennessee.

Husband agrees to make all mortgage, escrow, and utility payments on said property until the decree in this cause is final.

4. It is agreed by the parties that the Husband shall retain all right, title and interest in and to one of the two cemetery lots purchased by the parties and located at Woodlawn Cemetery in Nashville, Tennessee, and the Wife shall retain all right, title and interest in and to the other one, each to the exclusion of the other.

5. Husband shall pay the outstanding balances due and owing on the accounts with Harveys, Castner-Knott's, and J.C. Penney Company, and shall indemnify and hold the wife harmless for payment of such debts.

6. Husband shall pay the wife the sum of Three Hundred ($300.00) Dollars, as alimony, for reimbursement of the retainer fee which she has paid to her attorney of record.

7. Husband shall pay to wife's attorney, C. Alan Lancaster, the remainder of his fee in the amount of One Hundred ($100.00) Dollars for his services rendered in this cause and, Husband shall pay all Court costs.

8. This agreement shall be exhibited to the Court at the final hearing of this cause and the substance of

numbered paragraphs 1 through 7 shall be incorporated in the decree of the Court in said case. This agreement shall be effective when and to the extent it is approved by the Court.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date first above written.!

Margaret Edna Claxton Disspayne Gatlin
Margaret Edna Claxton Disspayne Gatlin

Melanie J. Garrison
Witness

John B. Gatlin
John Boney Gatlin

Witness

IDENTIF. REFERENCE

JUL 14 11 19 AM '76
FEE
DAVIDSON COUNTY, TENN.

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Book/Page 31C/1768 5-28-76 docket 81508

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 transcript of the record and proceedings*~~ *had in said Court in the case heretofore prosecuted and determined therein, between* Margaret Edna (Claxton) (Disspayne) Gatlin *Plaintiff, and* John Boney Gatlin *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* 14th *day of* July *in the year one thousand nine hundred and* Seventy-six *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk*

By Robert Myers, *D. C.*