IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY ANNETTE ELLIS GWALTNEY,)
)
PLAINTIFF)
)
VS.) NO. 78992
)
JOHN WILLIAM GWALTNEY,)
)
DEFENDANT)

BOOK 5236 PAGE 181

FINAL DECREE

This cause came on to be heard this 1st day of August, 1975, before the Honorable James M. Swiggart, Judge for the Sixth Circuit Court of Davidson County, Tennessee, on Plaintiff's Bill for Absolute Divorce, Default Judgment entered against the Defendant, Child Custody, Child Support and Property Settlement Agreement, Plaintiff's testimony heard in open Court, Interrogatories of two witnesses, and the entire record herein from all of which the Court is of the opinion that the Defendant has been guilty of such cruel and inhuman treatment as to render further cohabitation unsafe and improper, and that Plaintiff be granted an Absolute Divorce from the Defendant.

It is therefore ORDERED, that the bonds of matrimony existing between the parties are hereby perpetually dissolved, and that Plaintiff is granted an Absolute Divorce from the Defendant on the grounds of cruel and inhuman treatment, and the parties are restored to all the rights and privileges of unmarried persons.

The Child Custody, Child Support and Property Settlement Agreement between the parties is approved and made the Order of this Court, being hereafter set out as follows:

CHILD CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

This Agreement, made and entered into this 12th day of June, 1975, by and between Beverly Annette Ellis Gwaltney, hereinafter referred to as "Wife" and John William Gwaltney, hereinafter referred to as "Husband", both residents of Metropolitan Nashville and Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties were married on the 7th day of September, 1962 in Davidson County, Tennessee and have two (2)

minor children, namely, Cindy Lynne Gwaltney, age 9 and John William Gwaltney, Jr., age 6, and

WHEREAS, certain differences and difficulties have arisen between the parties and they now live seaparate and apart from each other and have no plans of resuming their marital relationship, and

WHEREAS, husband and wife have reached an understanding relative to their real and personal property, custody of their minor children and the obligations of husband for child support, alimony, etc., and wish that this understanding be reduced to writing so that there might not be any confusion.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, it is mutually understood and agreed by and between the husband and wife as follows:

1. That they shall live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. That the parties' minor children, Cindy Lynn Gwaltney and John William Gwaltney, Jr., shall remain in the care, custody and control of the wife, and the husband shall have reasonable visitation rights to said children.

3. Husband agreed to pay directly to wife, weekly child support in the amount of Thirty ($30) Dollars on Friday of each week, beginning the first Friday following the execution of this agreement. Wife may claim children for IRS purposes.

In addition, husband agrees to furnish hospitalization insurance on said children similar to the plan presently furnished by husband's employer, and to pay all medical expenses for said children, which are not covered by said hospitalization insurance.

4. The parties agree that all right, title and interest of wife in and to the house and lot located at 2403 Sandy Drive, Nashville, Tennessee, shall be divested out of her, and said property shall be vested wholly in the husband. Wife agrees to execute a deed conveying her interest to husband. Husband agrees to assume the remaining unpaid balance owing on said property, and further agrees to hold wife harmless for said balance, and indemnify her if she is hereafter required to pay on said mortgage.

5. Husband agrees to pay all debts of the parties incurred prior to their separation of May, 1975, including the unpaid balance of a Mustang automobile which husband is presently using. Husband further agrees to hold wife harmless for payment of said debt and agrees to indemnify her should she be required to hereafter pay any portion or all of said debts.

6. Husband agrees to pay college education expenses of the minor children of the parties, provided they desire to attend college, following their high school education.

7. The parties agree that wife shall become the sole owner of the Opal automobile presently in her possession, and husband agrees to execute any and all documents, if necessary, to transfer the ownership of same.

It is further agreed by the parties that all other personal property has been equitable divided between them, and each waives his/her right, title and interest in and to property in possession of the other.

8. Husband agrees to endorse all existing life insurance policies showing the beneficiary as follows: "Beverly Annette Gwaltney for the use and benefit of Cindy Lynn Gwaltney and John William Gwaltney, Jr.,". Husband further agrees to continue to maintain life insurance as endorsed until the youngest child reaches age 18, at which time the beneficiaries may be changed, should husband choose to do so.

9. Other than as set out above, each of the parties waive all rights which she or he may have in and to the property or estate of the other. MISC 8* 8.00 * 8.00

10. Wife acknowledges that the provisions of this Agreement are fair, adequate and satisfactory to her and accepts these provisions in full staisfaction of all marital obligations of the husband and, except as herein provided, waives any right of support or maintenance by the husband and any other right which she might have against him or his estate by reason of the marriage relationship between the parties.

11. This Agreement is not intended, nor shall it be construed to be an Agreement for Divorce, and the other party shall have the right to appear in Court and contest the pending proceedings. The parties agree that this Agreement may be submitted for approval by the Court and made a part of the final decree of divorce.

12. This Agreement shall be binding upon the parties, their heirs, legal representatives and assigns only if approved by the Court.

/s/ Beverly Annette Ellis Gwaltney

/s/ John William Gwaltney

E 43032

IDENTIF. REFERENCE

DEC 22 10 48 AM '75

The Defendant shall pay the costs of this cause for which let execution issue, if necessary.

Enter this 13th day of August, 1975.

JUDGE

APPROVED FOR ENTRY:

H. Stanley Allen, Jr.
Attorney for Plaintiff

I certify that a copy of the foregoing Decree was mailed this 1st day of August, 1975 to the Defendant, John William Gwaltney at 2403 Sandy Drive, Nashville, Tennessee 37216

File Box 7
Alan Saturn

Docket No. 78992 Minute Book 17A Page 218

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Beverly Annette Ellis Gwaltney *Plaintiff, and* John William Gwaltney *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* December *in the year one thousand nine hundred and* Seventy-Seventh *and in the* 202 nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117