Map 17 Map 11-
Par 151 Par 250
10-5-78
10-C/1685

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

BOOK 5365 PAGE 594

EDWARD JORDEN GROSS,	)	
PLAINTIFF AND COUNTER-DEFENDANT	)	
VS.	)	NO. 79829
BARBARA GAYLE PAGE GROSS,	)	
DEFENDANT AND COUNTER-PLAINTIFF	)	

NOV 20 80 MISC 8* 16.00 * 16.00

FINAL ORDER

THIS CAUSE came on to be heard on the 12th day of September, 1978, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, upon the motion of both parties pursuant to Section 36-836 of the Tennessee Code Annotated, that the suspension of proceedings in this matter be revoked, that the original complaint and answer to counter-claim filed herein by Edward Jorden Gross be withdrawn and that the counter-claim of Barbara Gayle Page Gross be amended to state as grounds for her petition for divorce Irreconcilable Differences, and it appearing to the Court that the parties have resolved all questions relative to custody of children, property rights and alimony and child support pursuant to a written agreement presented to the Court,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that:

1. The suspension of proceedings previously ordered in this cause is hereby revoked.

2. The original plaintiff, Edward Jorden Gross, is hereby allowed to withdraw his complaint and answer to counter-claim previously filed in this cause.

3. The counter-claim of Barbara Gayle Page Gross is hereby amended to allege as grounds for divorce Irreconcilable Differences.

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4. It appearing to the Court that the original plaintiff, Edward Jorden Gross, has been regularly served with the process to answer the counter-claim for divorce within the time required by law, but having failed to answer or otherwise plead within the time allowed by law, a default judgment was granted and the complaint taken as confessed against the counter-defendant and a judgment by default was duly entered against Edward Jorden Gross, and the cause was heard ex parte.

5. That the counter-plaintiff, Barbara Gayle Page Gross, is awarded an absolute divorce from the counter-defendant on the grounds that irreconcilable differences exist between the parties, and the parties are hereby forever freed from the bonds of matrimony heretofore subsisting between them and are restored to all the rights and privileges of unmarried persons.

6. The Property Settlement and Support Agreement entered into by the parties and which is incorporated herein, is fully approved by the Court and fully incorporated and made a part of this decree, and is binding upon the parties.

7. The counter-plaintiff is awarded the absolute care, custody and control of the parties minor children and the counter-defendant shall be entitled to reasonable visitation rights with said children.

8. The real estate and the home of the parties referred to in the property settlement and support agreement and described in Exhibit A thereto is hereby divested out of Edward Jorden Gross and all right, title and interest therein, subject to the present indebtedness thereon, is vested in Barbara Gayle Page Gross; provided, however, that should Barbara Gayle Page Gross remarry or sell the real property described in Exhibit A at any time during the lifetime of Edward Jorden Gross, Edward Jorden Gross shall be entitled to receive thirty (30%) per cent of the equity in such property at the time of sale, after the payment of all liens and encumbrances, closing costs and fees.

9. The counter-defendant is further ORDERED to pay all taxes and insurance relative to said real property and shall provide the necessary funds to enable Barbara Gayle Page Gross to exercise an option on an adjoining five (5) acre tract, same to be purchased within the next five (5) years, and agrees to provide any funds necessary to pay outstanding obligations and interest against such property described in Exhibit A.

10. The parties are further ORDERED and have agreed, as indicated by their signatures hereto, to comply with all of the other provisions of the Property Settlement and Support Agreement incorporated herein and set forth above, the same as if each and every part of such Agreement were restated herein as a part of this Decree and an Order of the Court. Such order includes the requirements set forth in said Agreement relative to the payment of child support and alimony.

11. The costs of cause are to be paid by Edward Jorden Gross, for which execution may issue, if necessary.

12. The counter-defendant pay to counter-plaintiff's attorney, Charles W. Bone, an attorneys fee in the amount of Three Hundred Fifty ($350.00) Dollars.

ENTER this 3rd day of ~~September~~ October, 1978.

HAMILTON GAYDEN, JUDGE

APPROVED FOR ENTRY:

EDWARD JORDEN GROSS

GOODALL & BONE

BY: CHARLES W. BONE, ATTORNEY FOR BARBARA GAYLE PAGE GROSS

Barbara Gayle Page Gross
BARBARA GAYLE PAGE GROSS

GOODALL & BONE
ATTORNEYS AT LAW
GALLATIN, TENN.

PROPERTY SETTLEMENT AND SUPPORT AGREEMENT

THIS AGREEMENT made this 11th day of September, 1978, between EDWARD JORDEN GROSS, hereinafter referred to as "MR. GROSS", and BARBARA GAYLE PAGE GROSS, hereinafter referred to as "MRS. GROSS".

W I T N E S S E T H:

WHEREAS, the parties have had a certain divorce action pending in the First Circuit Court of Davidson County, Tennessee; and

WHEREAS, such divorce proceeding has been held in abeyance for several months while the parties have attempted to become reconciled; and

WHEREAS, the parties now recognize that reconciliation is impossible and desire to resolve the question of property rights and intend to make a division thereof and the payment of certain sums of money in satisfaction of all claims for alimony and child support.

NOW, THEREFORE, for and in consideration of the mutual considerations set forth herein, the parties agree as follows:

1. The real property and home of the parties located in the 10th Civil District of Davidson County, Tennessee and described in Exhibit A attached hereto shall be divested from MR. GROSS and all right, title and interest therein, subject to the present indebtedness thereon, shall be vested in MRS. GROSS, provided, however, that should MRS. GROSS remarry or sell the real property described in Exhibit A hereto at any time during the lifetime of MR. GROSS, MR. GROSS shall be entitled to receive thirty (30%) per cent of the equity in such property at the time of sale, after the payment of all liens and encumbrances and closing costs and fees. MR. GROSS shall continue to pay all

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taxes and insurance relative to said real property and agrees to provide the necessary funds to enable MRS. GROSS to exercise an option on an adjoining five (5) acre tract, the same to be purchased within the next five (5) years and agrees to provide any funds necessary to pay outstanding obligations and interest against such real property described in Exhibit A.

MR. GROSS agrees to maintain the home and to provide necessary repairs and painting for the home, and agrees to replace and repair appliances as necessary.

MRS. GROSS's sole and exclusive responsibility insofar as such real property of the parties is concerned shall be to pay the monthly payments of $290.36 as the same become due and payable.

2. MRS. GROSS shall have the care, custody and control of the parties' minor children, subject to reasonable visitation privileges reserved to MR. GROSS. MR. GROSS shall pay directly to MRS. GROSS the sum of One Thousand ($1,000.00) Dollars per month for the maintenance, support and education of the parties' minor children, such child support to be payable on the 1st day of each and every month, and provided further that such child support shall increase to One Thousand Fifty ($1,050.00) Dollars per month, beginning six (6) months from the date of this Agreement and shall increase to and remain One Thousand One Hundred ($1,100.00) Dollars per month beginning one (1) year from the date of this Agreement.

3. The parties acknowledge that MR. GROSS presently owns five (5) life insurance policies, naming MRS. GROSS as beneficiary thereof, the same being described as follows:

(a) $45,000 - American National, Galveston, Texas
(b) $50,000 - Provident Life, Chattanooga, Tennessee
(c) $20,000 - Provident Life, Chattanooga, Tennessee
(d) $20,000 - Prudential
(e) $10,000 - Company Unknown (American Judicature).

Mr. GROSS agrees that he will continue to maintain $145,000 worth of life insurance with MRS. GROSS as beneficiary and that the policies set forth above shall be maintained in effect and in force and that any change in the nature of this insurance whatsoever will be subject to the prior written approval of MRS. GROSS.

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4. MRS. GROSS shall have and receive all household goods, appliances and furniture, except the clothing and personalty belonging to MR. GROSS.

5. MR. GROSS agrees to pay all balances outstanding as of this date on any and all credit cards used by either of the parties prior to this date. MRS. GROSS shall be allowed to retain the gasoline credit cards issued in MR. GROSS' name and MRS. GROSS may continue to use such credit cards for the purchase of gasoline and petroleum products. MR. GROSS agrees to pay all charges to such credit cards for gasoline and petroleum products and agrees to keep such payments current.

6. MRS. GROSS shall have and receive the 1976 Malibu Classic station wagon of the parties. MR. GROSS shall maintain such automobile and pay for all repairs, insurance, license plates and city stickers.

7. MR. GROSS agrees to be responsible for the medical, dental, optometrical, and associated expenses of the minor children of the parties and to the extent possible through group medical coverage, for such similar expenses for MRS. GROSS.

8. MR. GROSS agrees to pay and MRS. GROSS agrees to accept periodic alimony in the amount of $ 500.00 per month to be paid directly to MRS. GROSS and payable on the 1st day of each and every month.

9. MR. GROSS agrees to pay MRS. GROSS' attorney, Charles W. Bone for representation of MRS. GROSS in this action, and further agrees to pay all court costs and expenses associated with the divorce.

10. The parties shall, at any time or times hereafter, make, execute and deliver any and all such further instruments, papers and/or things as the other of such parties shall require for the purpose of giving full effect to these presents and to the covenants, provisions and agreements hereof.

11. This Agreement shall be binding upon the parties hereto, it is the only agreement between the parties, and shall

not be modified or varied by parol evidence, and may be used, in the event of a divorce, as an indication of the desires of the parties for a final property settlement upon divorce.

THIS 11th day of September, 1978.

MR. GROSS:

EDWARD JORDEN GROSS

WITNESS:

MRS. GROSS:

BARBARA GAYLE PAGE GROSS

WITNESS:

F-0091.3

IDENTIF. REFERENCE

NOV 20 10 09 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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GALLATIN, TENN.

Tract I BOOK 5365 PAGE 601

Lying in the 10th Civil District of said County and known as part of Tract No. 3 on an unrecorded Map showing the division of the land of Lillie Waggoner, deceased, and described according to a copy of a survey made by Southern Land Surveying Co., Inc., dated March 22, 1966, as follows:

Beginning at an iron pin in the southerly margin of Brick Church Pike, corner to Herman Wagner (or H. L. Waggoner) property; thence with the said margin, North 45 deg. 56 min. East 24.7 feet to an iron pin; and North 47 deg. 23 min. East 202.0 feet to an iron pin, corner to remaining property of Arthur Newman; thence with said Newman's westerly line, South 39 deg. 24 min. East 404.5 feet to an iron pin in Sam Thompson's line; thence with said Thompson's northerly line, South 45 deg. 25 min. West 183.55 feet to an iron pin, and South 9 deg. 15 min. West 57.9 feet to an iron pin in said Wagner's (or Waggoner's) line; thence with said line, North 39 deg. 24 min. West 446.0 feet to the beginning, containing 2.1 acres, more or less.

Being the same property conveyed to Edward J. Gross and wife, Barbara Page Gross, by deed from Glenda Treadway Waters and K. Dwight Waters, of record in Book 5467, Page 704, Register's Office for Davidson County, Tennessee.

Tract II

A tract of land located in the 10th Civil District of Davidson County, Tennessee. The tract is shown on Mid-State Land Surveyors drawing No. PS-20025 and is further described as follows:

Beginning at an iron pin in the H. L. Waggoner Property boundary, being the southeast corner of the Edward J. Gross and wife, Barbara PageGross, Property as of record in Deed Book 5467, Page 704, and being the southwest corner of the tract described herein; thence from beginning point and running generally with a fence between a common boundary of the said Gross Property and the herein described property, N 9 deg. 22'50" E. 57.92 feet to an iron pin; thence continuing with the fence N 45 deg. 27' 00" E 675.34 feet to an iron pin; thence leaving said fence S 39 deg. 07' 00" E 678.65 feet to an iron pin; thence S 57 deg. 01' 30" W. 696.82 feet to an iron pin; thence N 39 deg. 24' 00" W 142.77 feet to an iron pin, being the northeast corner of the H. L. Waggoner Property; thence continuing N 39 deg. 24' 00" W with the Waggoner boundary 570.93 feet to the point of beginning; containing 10.000 acres, more orless.

All bearings given are magnetic, data given as per survey of Cecil David West, Tennessee Registered Land Surveyor No. 871, dated April 12, 1977.

Being the same property conveyed to Edward J. Gross and Barbara Page Gross by deed from Glenda Treadway Waters, of record in Book 5467, page 704, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

DOCKET NO. 79829 MINUTE BOOK 145C / PAGE 1683

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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* EDWARD JORDEN GROSS *Plaintiff, and* BARBARA GAYLE PAGE GROSS *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* 24th *day of* OCTOBER *in the year one thousand nine hundred and* seventy-eight *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. C. Knight, *D. C.*

Form #GR-117