115-3-13

FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCY JANE PATTON GRIFFIN)
)
)
-vs-) No. 86404
)
)
GEORGE U. GRIFFIN) BOOK 5427 PAGE 484

FINAL DECREE

This cause came on to be heard this 24th day of June, 1977, before The Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original petition of Nancy Jane Patton Griffin, the judgment for default heretofore entered in this cause, the testimony of the plaintiff, Nancy Jane Patton Griffin, and two witnesses in open court, the statement of counsel for the plaintiff, and the entire record in this cause, whereupon the Court took the matter under advisement pending receipt of interrogatories from an additional witness, and upon receipt of said interrogatories propounded to an additional witness and filed with the Court on or about June 29, 1977, the Court found that the plaintiff had proved her grounds for divorce, to wit, such cruel and inhuman treatment as renders further cohabitation unsafe and improper, and therefore awarded her an absolute divorce, and approved a certain four-page child custody and property settlement agreement handed in to the Court, and attached hereto and made a part of this final decree of divorce.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Nancy Jane Patton Griffin, be and she is hereby awarded an absolute divorce from the bonds of matrimony heretofore existing between her and the defendant, George U. Griffin, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that a certain child custody and property settlement agreement, four (4) pages in length, and executed by and between the parties on or about March 1, 1977, be and the same is hereby approved in all respects, attached hereto, and made a part of this final decree of divorce.

It is finally ORDERED, ADJUDGED and DECREED that the defendant, George U. Griffin, pay the costs of this cause, for all of which

execution may issue, if necessary.

ENTER this 14 day of July, 1977.

JUDGE

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing final decree has been mailed this 7th day of July, 1977, to George U. Griffin, Executive House Apartments, Apartment B-28, 860 Murfreesboro Road, Nashville, Tennessee, 37217.

CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5427 PAGE 486

NANCY JANE PATTON GRIFFIN)
)
)
-vs-) No. 86404
)
)
GEORGE U. GRIFFIN)

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT MADE AND ENTERED into this 1st day of March, 1977, by and between the parties, NANCY JANE PATTON GRIFFIN, a resident of Davidson County, Tennessee, hereinafter referred to as "WIFE" and GEORGE U. GRIFFIN, also a resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND."

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 5th day of October, 1964, in Nashville, Tennessee, and have maintained residence in Davidson County, Tennessee, since that time; and

WHEREAS, the parties are now living separate and apart from each other, and have been living separate and apart from each other since December 18, 1976; and

WHEREAS, there have been two (2) children born of the marriage of HUSBAND and WIFE--George Sheldon Griffin, age 6 years, and Nancy Corrine Griffin, age 2 years; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, WIFE contemplates filing a petition for absolute divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the minor children of the parties between themselves and also their property rights to their estate, and further desire to have this agreement and settlement made a part

of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified or varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the minor children of the parties, George Sheldon Griffin and Nancy Corrine Griffin, is hereby relinquished and given by HUSBAND to WIFE, with reasonable visitation rights in HUSBAND at reasonable times and reasonable places.

3. That HUSBAND will pay reasonable child support in the amount of One Hundred ($100.00) Dollars per week directly to WIFE by check, keeping his cancelled checks as his receipt for the payment therefor, and further that HUSBAND will keep a careful and accurate accounting of all child support payments, said payments to begin immediately upon execution of this agreement.

4. That HUSBAND hereby relinquishes and gives all right, title and interest in and to the following described personal property to WIFE as trustee for the exclusive use and benefit of the minor children of the parties, to be divided equally between them upon their eighteenth birthdays: a certain two-piece bedroom set consisting of bed and chest in walnut, a certain buffet and dining room table, and a certain organ.

5. That HUSBAND hereby relinquishes all claim, right, title and interest in and to all other items of household furnishings, furniture, appliances,and other personal property.

6. That WIFE hereby relinquishes all claim, right, title and

interest in and to the personal effects of HUSBAND, his tools, his sporting equipment, and certain other personal property to be agreed upon clearly and expressly by and between HUSBAND and WIFE either immediately before or immediately after the execution of this agreement.

7. That HUSBAND hereby agrees to convey and transfer all of his right, title and interest in and to the following real estate to WIFE upon the granting of and by any final decree of divorce between the parties:

> Certain real estate in Davidson County, Tennessee, as follows:
>
> Being Lot No. 235 on the Map of Brook Meade Subdivision, Section VI, as of record in Book 2331, pages 3 and 4, Register's Office for said County.
>
> Said Lot No. 235 fronts 123 feet on the northeasterly margin of Bresslyn Road and extends back between lines 323.4 feet on the northwesterly line and 329.8 feet on the southeasterly line to a dead line in the rear measuring 123.2 feet thereon.
>
> Being the same property conveyed to George U. Griffin and wife, Jane P. Griffin, by deed from James H. Heustess and wife, Carolyn Y. Heustess, of record in book 4423, page 69, Register's Office for said County.

8. That all right, title and interest of HUSBAND in and to a certain 1973 Ford Maverick automobile, registered in the name of HUSBAND, be divested out of him and vested in WIFE.

9. That HUSBAND hereby assumes all responsibility and liability for the payment of all of the necessary joint living expenses of the parties through the hearing of this cause, including but not limited to the BankAmericard bill, and any and all debts, obligation or expenses of any nature whatsoever connected to any of the business ventures of HUSBAND, past, present or future.

10. That HUSBAND hereby transfer the ownership of insurance upon his life in the amount of Sixty Thousand ($60,000.00) Dollars, which is a certain Ten Thousand ($10,000.00) Dollar whole-life policy with the Metropolitan Life Insurance Company, and a certain Fifty Thousand ($50,000.00) Dollar term insurance policy with the Metropolitan Insurance Company, payable to WIFE as trustee and in trust for the exclusive use and benefit of the minor children of the

parties, so that WIFE may pay the premiums, and designate the beneficiary hereafter.

11. That HUSBAND hereby agrees to pay J. L. Thompson, III, solicitor of record for the plaintiff, a reasonable attorney's fee in the amount of Five Hundred ($500.00) Dollars on or before the hearing of this cause.

IN WITNESS WHEREOF, HUSBAND and WIFE have hereto set their hands at Nashville, Tennessee, this 1st day of March, 1977.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Nancy Jane Patton Griffin
NANCY JANE PATTON GRIFFIN

Sworn to and subscribed before me
this 1st day of March, 1977.

Carol B. Baron
NOTARY PUBLIC

My commission expires:

1-31-81

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

George U. Griffin
GEORGE U. GRIFFIN

Sworn to and subscribed before me
this 31st day of January, 1977.

Carol B. Baron
NOTARY PUBLIC

My commission expires:

1-31-81

APPROVED FOR ENTRY:

J. L. Thompson
J. L. THOMPSON, III, Attorney for
Nancy Jane Patton Griffin

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IDENTIF. REFERENCE

APR 27 2 11 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 86404 Minute Book 105A Page 430

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* Nancy Jane Patton Griffin *Plaintiff, and* George U. Griffin *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* 20th *day of* April *in the year one thousand nine hundred and* Seventy-Nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*

Form #GR-117