5-30-78 - 1078/1138

File Box 2

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DANA LYNN GRAY)
)
Complainant)
)
VS.)
)
JOHN C. GRAY, JR.)
644 Monte Carlo Dr.)
~~Cecil~~ Defendant)
Antioch, TN 37013

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No. 87743

ORDER

This cause came on to be heard on the 19th day of May, 1978, before the Honorable Benson Trimble, Judge, on the regular call of the uncontested docked, and upon statements of the complainant, of counsel, and from the pleadings from all of which the Court is of the opinion that the complainant be granted an absolute divorce upon the ground of irreconcilable differences and that the property settlement and custody agreement be incorporated into the Final Decree.

IT IS THEREFORE ORDERED that the complainant be, and is hereby awarded and absolute divorce from the defendant and restores to all the rights and priviliges of and unmarried person.

IT IS FURTHER ORDERED by the Court that the property settlement and custody agreement heretofore entered into between the parties, be and the same is hereby approved by the Court and same is copied herein, and made a part thereof as follows:

PROPERTY SETTLEMENT - CUSTODY AGREEMENT

This Agreement, made and entered into this _____ day of _____, 1978, by and between Dana Lynn Gray, herein called wife, and John C. Gray, Jr., herein called husband.

WITNESSETH:

WHEREAS irreconcilable differences have arisen between the parties and it is now evident that their chances of ever living together again as man and wife are most remote.

WHEREAS, the parties are desirous of settling all controversies in said action concerning division of property and the custody of the minor child and the support of said child that exists between the parties.

NOW, THEREFORE, the parties agree as follows:

1. Husband will permit wife to proceed on her original petition for absolute divorce and obtain a divorce on the ground of irreconcilable differences.

2. Custody and control of the parties' minor child will be

committed to the wife. BOOK 5485 PAGE 383

3. Husband to have reasonable visitation rights.

4. Husband agrees to pay the sum of three hundred dollars ($300) per month for the support and maintenance of the said child and that the said payment will be paid to the Court plus the standard clerk's commission.

5. Husband will continue through his present employer or otherwise to maintain hospitalization insurance for the said minor child and he believes that he has ample coverage to meet any needs of the minor child at this time.

6. Title and possession of the parties' 1974 "442" Oldsmobile to vest in wife.

7. Title and possession of all childrens' furniture, clothing, bath and personal items to vest in wife.

8. Title and possession of kitchen and bathroom items to vest in wife.

9. Title and possession of the protable color TV, double bed and dresser to vest in wife.

10. Title and possession of the parties' dog and console stereo to vest in wife.

11. Title and possession of the couch, chairs and coffee table located in family room to vest in wife.

12. Title and possession of the house and lot located at 644 Monte Carlo Drive, Antioch, Tn. to vest in husband with husband to hold wife harmless on any liability thereon.

13. Husband to pay to wife an amount equal to $2,500.00. Said amount being equal to wife's share of the equity in the house and lot, including her equity in a washer and dryer located at the said house and lot.

14. Title and possession of a washer and dryer plus all remaining household furnishings to vest in husband .

15. Husband to become liable and to hold wife harmless for all present outstanding debts of the parties.

16. Husband to pay court costs.

Husband and wife agree that the above settlement is agreeable and that the same may be offered as evidence at the hearing and

incorporated and made a part of the Final Decree in the event the Court sees fit to grant a divorce to the said parties.

S/S
DANA LYNN GRAY

S/S
JOHN C. GRAY, JR.

S/S
Richard E. Norman, Jr.
Attorney for Complainant

Enter this the 30 day of May, 1978.

JUDGE

APPROVED FOR ENTRY:

Richard E. Norman, Jr.
Attorney for Complainant

CERTIFICATE

I here by certify that a copy of the foregoing has been forwarded to John C. Gray, Jr., defendant, 644 Monte Carlo Drive, Antioch, Tn., and Dana Lynn Gray, complainant, 1659 A North Patterson, Springfield, Missouri, by first class mail, postage prepaid on the 23rd day of May, 1978.

Richard E. Norman, Jr.

F 47390

5734 08/21 12.00- CHECK

IDENTIF. REFERENCE

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AUG 21 10 33 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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* Dana Lynn Gray *Plaintiff, and* John C Gray 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* 16th *day of* Aug *in the year one thousand nine hundred and* 79 *and in the* 204 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Dyer, *D. C.*

Form #GR-117