Map 71-10
par. 205 &

HENRY ALLEN GRAY,

Plaintiff/
Counter-Defendant,

vs.

VIRGINIA COVINGTON GRAY,

Defendant/
Counter-Plaintiff.

NO. 91460

BOOK 5739 PAGE 559

FINAL JUDGMENT OF DIVORCE

This cause came on to be heard this 19th day of March, 1981, before the Honorable Stephen North, Judge, upon the counter-complaint for absolute divorce, the original complaint having been previously dismissed, personal service of process on the counter-defendant on March 26, 1979, the default judgment previously entered herein, the sworn testimony of the plaintiff in open Court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations of the complaint are sustained by the proof; that is, that the parties have irreconcilable differences.

IT IS THEREFORE ORDERED AND ADJUDGED that the counter-plaintiff Virginia Covington Gray, be and is hereby awarded an absolute divorce from the counter-defendant, Henry Allen Gray, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED AND ADJUDGED that the Court approves the Settlement Agreement signed by the parties and incorporates it by reference as the order of this Court. A copy of said Agreement is attached hereto as an exhibit. Court costs are taxed to defendant.

ENTERED this 20th day of March, 1981.

JUDGE

PREPARED BY:

DOT DOBBINS
LEGAL SERVICES OF MIDDLE TENNESSEE

Attorney for Counter-Plaintiff

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Judgment of Divorce has been ~~mailed~~ to ~~Mr. Doe~~ H. Haynes, attorney for plaintiff/counter-defendant, this 19th day of March, 1981.

MINUTES ON THE 23rd DAY OF MARCH, 1981

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

VIRGINIA COVINGTON GRAY, Counter-Plaintiff,	)	
vs.	)	NO. 91460
HENRY ALLEN GRAY, Counter-Defendant.	)	

BOOK 5739 PAGE 560

SETTLEMENT AGREEMENT

This agreement is made between Virginia Covington Gray, hereinafter called Wife, and Henry Allen Gray, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since April, 1937, and there have been born of this union no minor children; and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fifth Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. PERSONAL PROPERTY. The parties have heretofore divided their personal property among themselves. All furniture, furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings, and personal property presently in the possession of Husband shall be his sole and separate property.

2. ALIMONY IN FUTURO. It is agreed that Husband shall pay to Wife as alimony $35.00 per month, beginning April 10, 1981, and every month thereafter. Said amount is based on the fact that Husband is receiving $351.00 per month from Social Security and Wife is receiving $248.00 per month from Social Security and SSI.

It is further agreed that if Husband has income from any source other than Social Security, he shall pay Wife thirty (30%) percent of said income, in addition to the above stated $35.00 per month. Husband shall make an annual accounting of all income received by furnishing Wife copies of IRS returns or copies of the forms used to report said income to the Social Security Administration. Said accounting shall be due no later than February 15th of each year.

3. REAL PROPERTY. It is agreed that the house and lot titled in Husband's and Wife's names shall be vested solely in Wife. Said property is located at 2401-1/2 Santi, Nashville, Tennessee, and is more specifically described in Book 2453, Page 308 of the Registrar of Deeds Office, Davidson County, Tennessee, to wit:

> LAND in Davidson County, Tennessee, being part of Lot No. 119 on the Map of Cobb's Subdivision of Lot No. 6 of the Harding Bosley tract as of record in Book 161, page 155, Register's Office for Davidson County, Tennessee.
>
> SAID part of Lot 119 beginning at a point on the southerly margin of Rose Street, which point is 83.94 feet west of the southwest corner of the intersection of Rose Street and 24th Avenue North; thence in the westerly direction along said Rose Street 70.26 feet to the margin of a 15 feet alley; thence in a southerly direction with the east margin of said alley a distance of 87 feet to a point, being the common corner of Lots 119 and 120 on said plan; thence in an easterly direction with the dividing line of Lots 119 and 120 a distance of 75 feet to the beginning.

4. ALIMONY ARREARAGE. It is agreed that in consideration for the transfer of said property, the arrearage of pendente lite alimony owed by Husband to Wife is forgiven and held for naught.

5. ATTORNEY'S FEES. Husband shall be responsible for paying the attorney's fees to Seth Norman and Joe Haynes.

6. COURT COSTS. Any costs of Court incurred as a result of the pending action for absolute divorce shall be paid by Husband.

7. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Fifth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

8. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

9. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below at Nashville, Tennessee.

Virginia Gray
VIRGINIA COVINGTON GRAY
Date 3-19-81

Henry Gray
HENRY ALLEN GRAY
Date 3-19-81

Dot Dobbins
DOT DOBBINS
LEGAL SERVICES OF MIDDLE TENNESSEE, INC.
1512 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219

Attorney for Wife

Barbara N. Haynes
JOE M. HAYNES or BARBARA N. HAYNES
HAYNES AND HAYNES
140 North Main Street
Goodlettsville, Tennessee 37072

Attorney for Husband

3208 04/30 15:00 CHECK

G 39823

neil
ew

IDENTIF. REFERENCE

APR 30 2 53 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5739 PAGE 563

Docket No. 91460 Minute Book 42A / page 637

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* HENRY ALLEN GRAY *Plaintiff, and* VIRGINIA COVINGTON GRAY *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* 9th *day of* April *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J K Knight, *D. C.*

Form #GR-117