FILED
AUG 25 1981
GEORGE L. BOOKER, Clerk
By _____ Deputy

BOOK 5806 PAGE 203

STERLING PERKINS GRAY, JR.	)	IN THE SIXTH CIRCUIT COURT OF
VS.	)	DAVIDSON COUNTY, TENNESSEE
LILLIAN PATRICIA JAMES GRAY	)	NO. 81D-1484

FINAL DECREE

This cause came on to be heard on the 24th day of August, 1981, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court, upon complainant's petition for absolute divorce, personal service of process, testimony of complainant, statement of counsel, and the entire record in this cause, from all of which the Court is of the opinion that certain irreconcilable differences have arisen between the parties which render further cohabition improper and impracticable; further, that the parties should be and are hereby granted an absolute divorce, each restored to all the rights and privileges of an unmarried person; further, that the complainant shall pay all costs of this cause for which execution may issue, if necessary; and further, the Court finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the children of their marriage and for the equitable settlement of any property rights between the parties.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that irreconcilable differences have arisen between the parties which render further cohabition improper and impossible, that the complainant is granted an absolute divorce from the defendant and the parties restored to all the rights and privileges of an unmarried person.

It is further ORDERED by the Court that the property settlement agreement submitted by the parties is approved and is set out fully herein as part of this decree:

10/13 36.00- CHECK

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BOOK 5806 PAGE 204

FILED
AUG 24 1981
GEORGE L. ROOKER, Clerk
By _____ Deputy

CHILD CUSTODY AND

PROPERTY SETTLEMENT AGREEMENT

This Agreement made and entered into this ___ day of _____, 1981, by and between the parties, LILLIAN PATRICIA JAMES GRAY, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE" and STERLING PERKINS GRAY, JR, also a citizen and 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 11th day of August, 1964, in New Smyrna Beach, Florida, and have maintained residence in Davidson County, Tennessee, for many years; and

WHEREAS, there have been two (2) children born of the marriage of HUSBAND and WIFE, Cezanne Alejandra Gray, sixteen (16) years of age, and Sterling Perkins Gray, III, fifteen (15) years of age; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND has filed a petition for absolute divorce in the Sixth Circuit Court for Davidson County, Tennessee, under appearance number 81D-1484; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the two (2) 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 nor varied by parol evidence.

2. That the general care, custody and control of the two (2) minor children of the parties, Cezanne Alejandra Grey, age sixteen (16) yars, and Sterling Perkins Gray, III, age fourteen (14) years, be exercised by both HUSBAND and WIFE under the following joint custody arrangement:

a. That Cezanne Alejandra Gray continue to live with WIFE at 533 Clematis Drive, Nashville, Davidson County, Tennessee, and Sterling Perkins Gray, III, continue to live with HUSBAND at 975 Davdison Drive, Nashville, Davidson County, Tennessee.

b. That WIFE have reasonable visitation privileges with said Sterling Perkins Gray, III, as follows:

i) Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday

ii) For two (2) weeks during the regular summer vacation of said minor child, said exact two (2) weeks to be clearly and expressly agreed upon by and between HUSBAND and WIFE on or before May 14 of each year, beginning May 15, 1982, in order to accommodate the working and vacation schedules of both HUSBAND and WIFE and said minor children of the parties.

iii) For one-half (1/2) of the regular Christmas vacation of said minor child, or one (1) full week, whichever is less, including Christmas Day in odd-numbered years, beginning Christmas, 1981.

iv) For one-half (1/2) or one (1) full week of the regular Spring or Easter vacation of said minor child, whichever is less.

v) Every other Thanksgiving Day.

vi) Every Mother's Day, provided that HUSBAND have said minor child every Father's Day.

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vii) At any other time and place upon which both parties clearly and expressly agree.

c. And HUSBAND shall have the following visitation privileges with Cezanne Alejandra Gray:

i) Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday.

ii) For two (2) weeks during the regular summer vacation of said minor child, said exact two (2) weeks to be clearly and expressly agreed upon by and between HUSBAND and WIFE on or before May 14 of each year, beginning May 15, 1982, in order to accommodate the working and vacation schedules of both HUSBAND and WIFE and said minor children of the parties.

iii) For one-half (1/2) of the regular Christmas vacation of said minor child, or one (1) full week, whichever is less, including Christmas Day in odd-numbered years, beginning Christmas, 1981.

iv) For one-half (1/2) or one (1) full week of the regular Spring or Easter vacation of said minor child, whichever is less.

v) Every other Thanksgiving Day

vi) Every Father's Day, provided that WIFE have said minor child every Mother's Day.

3. HUSBAND hereby agrees to pay directly to WIFE the sum of One Thousand Thirty-Nine and 76/100 ($1,039.76) per month on or before the first day of each month, promptly, without fail, beginning June 1, 1981, for the purpose of paying the house note at 533 Clematis Drive in the amount of Five Hundred Seventy-Four and 76/100 ($574.76) Dollars, the Consolidated Consumer Credit statement of Two Hundred Sixty-Five ($265.00) Dollars per month, and child support for the minor child of the parties, Cezanne Alejandra Gray, in the amount of Two Hundred ($200) Dollars, said payment to be made by check, with

HUSBAND retaining his cancelled check as his receipt therefor and accounting of said payment.

4. That HUSBAND will continue to pay said child support for Cezanne Alejandra Gray in the amount of Two Hundred ($200) Dollars per month on or before the first day of each month, promptly, without fail, until said child's graduation from high school through June, 1983.

5. That HUSBAND will pay all reasonable and necessary expenses for the formal education of both of said minor children of the parties, Sterling Perkins Gray, III, and Cezanne Alejandra Gray, through graduation from college, including tuition, room and board and all necessary fees, but specifically excluding transportation and spending money, and further HUSBAND and WIFE shall agree with said minor children on which college said children elect to attend.

6. That HUSBAND shall claim both of said minor children of the parties as exemptions on his federal income tax returns beginning with the year 1981.

7. That all right, title and interest of HUSBAND in and to the real estate which is the home of the parties located at 533 Clematis Drive, Nashville, Davidson County, Tennessee, be divested out of HUSBAND and vested in WIFE, absolutely and without condition or limitation of any nature whatsoever, with WIFE assuming all responsibility and liability for the payment of a certain first mortgage indebtedness in the original principal sum of Fifty-Eight Thousand Seven Hundred Fifty and No/100 ($58,750.00) Dollars to Tharpe and Brooks Mortgage Company of Atlanta, Georgia, in the approximate monthly installments of Five Hundred Seventy-Five ($575) Dollars, said real estate being described as follows:

> All that certain tract or parcel of land in Davidson County, Tennessee, being Lot No. 15 on the Plan of West Meade Estates, Section V, as of record in Book 3106, page 73, Register's Office for said County, described as follows:
>
> Beginning at a point in the westerly margin of Clematis Drive, the common corner of Lot Nos. 15 and 16; thence westerly 230 feet to a concrete monument, being the southwesterly corner of Lot No. 15 and the northwesterly corner of Lot No. 16 of said plan; thence north 5°10' east, 175.0 feet to a concrete monument in the southerly margin of Davidson Drive; thence along said margin of Davidson Drive, south 84° 50' east, 205 feet to a concrete monument in the southerly margin of said Davidson

Drive, the beginning of a curve to the right; thence around said curve having a radius of 25.0 feet, 29.27 feet to a concrete monument in the westerly margin of Clematis Drive; thence along said margin of said Drive, south 15°10' west, 150 feet to the point of beginning.

Being the same property conveyed to Sterling P. Gray and wife, Patricia Gray, from Harold Pollack, also known as Harold Pollock, and wife, Anita S. Pollack, also known as Anita S. Pollock, by warranty deed of record in Book 5245, page 4, Register's Office for Davidson County, Tennessee.

8. That HUSBAND hereby agrees to pay directly to WIFE the sum of Five Hundred ($500) Dollars per month as necessary and reasonable alimony beginning July 1, 1983, until WIFE either remarries or dies, on or before the first day of each month promptly and without fail.

9. HUSBAND hereby relinquishes all right, title and interest in and to a certain 1975 Cadillac automobile registered in the name of WIFE and in the possession of and being driven by WIFE, and further WIFE hereby agrees to relinquish all right, title and interest in and to a certain 1976 Dodge Coronet automobile registered in the name of HUSBAND, and in the possession of and being driven by HUSBAND, both of said automobiles being paid for in full, or each party being responsible for any and all liability or indebtedness in the ownership and operation of said automobiles.

10. That HUSBAND and WIFE hereby divide all the personal property belonging to either HUSBAND or WIFE as the property has now already been divided by and between HUSBAND and WIFE, and each party hereby agrees to make no further claim of any nature whatsoever against the property now already divided by and between HUSBAND and WIFE and in the possession of HUSBAND and WIFE.

11. That HUSBAND will maintain and keep in full force and effect and pay all the premiums on the insurance policy upon his life, naming and continuing to name the children as beneficiaries for the exclusive use and benefit of the said two minor children of the parties.

Insurance Co.	Policy No.	Amount
	[redacted]-7829	$30,000.00

but this provision is limited to Thirty Thousand ($30,000) Dollars,

and further HUSBAND agrees to cooperate with WIFE, including submitting to a physical examination if necessary, in procuring other and new insurance upon his life in the discretion of WIFE, who will own any additional new insurance, pay the premiums thereon and keep the same in full force and effect to secure this agreement.

12. That HUSBAND will maintain in full force and effect and pay the premiums for a certain major medical hospitalization insurance program either through his employment or otherwise, for the use and benefit of said two minor children of the parties, and pay any difference in any medical and dental expenses not covered by said major medical hospitalization insurance program for said two minor children of the parties, within sixty days after being presented with any such medical statements by WIFE. HUSBAND shall have equal input into the determination of the nature of, need for, and place of treatment.

13. That HUSBAND hereby assumes all responsibility and liability for the payment of the following outstanding debts and bills incurred by HUSBAND and WIFE prior to the execution of this child custody and property settlement agreement:

a. Internal Revenue Service - Seven Hundred Eighty ($780) Dollars;

b. Consumer Credit Corporation by payment through WIFE as outlined in paragraph three above, until the included debts are extinguished; at such time, this payment by HUSBAND terminates;

and further agrees to hold WIFE harmless for the payment of the same, and agrees to pay all costs of WIFE in the event she is sued or otherwise has to pay any of said indebtedness, including a reasonable attorney's fee, and further that in the event that WIFE has ever executed any personal guaranty or joint obligation with or for HUSBAND during the entire marriage of HUSBAND and WIFE to any person, lending institution or other legal entity of any nature whatsoever, and ever has to make any payment of any nature whatsoever on account of any indebtedness incurred during her marriage to HUSBAND, that HUSBAND likewise hereby agrees to hold WIFE harmless for the payment of the

same, and agrees to pay any and all costs of WIFE in the event she is sued or otherwise has to pay any of said indebtedness, including a reasonable attorney's fee.

14. That HUSBAND hereby agrees to pay the reasonable attorney's fee of J. L. Thompson, III, attorney of record for WIFE in the amount of Seven Hundred Fifty ($750) Dollars through July 30, 1981, immediately upon execution of this agreement, and the costs of this cause.

15. Both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE or the attorney of record for WIFE or the attorney of record for HUSBAND.

IN WITNESS WHEREOF, the parties have read this instrument and each and every word of it, are familiar with the contents hereof, and have signed their names this _____ day of _____, 1981.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Lillian Patricia James Gray
LILLIAN PATRICIA JAMES GRAY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lillian Patricia James Gray, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing agreement for the purposes therein contained. Witness my hand and official seal at Nashville this 30th day of July, 1981.

Carol B. Baron
NOTARY PUBLIC

My commission expires 10/21/84.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sterling Perkins Gray Jr.
STERLING PERKINS GRAY, JR.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sterling Perkins Gray, Jr., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing agreement for the purposes contained therein. Witness my hand and official seal at Nashville this 19th day of August, 1981.

NOTARY PUBLIC

My commission expires 1-20-84

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Wife

JUDE T. LENAHAN
Attorney for Husband

1981

GEORGE L. ROOKER, Clerk

By _____ Deputy

ADDENDUM TO
CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

8. That HUSBAND will pay directly to WIFE the principal sum of Thirty-Five Thousand Seven Hundred ($35,700) Dollars unconditionally and without limitation, and as the full and final release of all the marital rights of WIFE, said Thirty-Five Thousand Seven Hundred ($35,700) Dollar principal payment being intended by both HUSBAND and WIFE to be a lump sum payment, and not periodic payments, in one hundred nineteen (119) monthly installments of Three Hundred ($300) Dollars each beginning July 1, 1983 until June, 1992, and payable directly by HUSBAND to WIFE by check, with HUSBAND retaining his cancelled checks as his receipt for payment therefor, and as an accounting of said payment, without any limitation on the right of WIFE to receive this payment, without any contingency, limitation or condition of any nature whatsoever, to be binding on the heirs, personal representatives or assigns of HUSBAND, and in the event of the death of HUSBAND before payment in full of the entire Thirty-Five Thousand Seven Hundred ($35,700) Dollar lump sum payment, to be payable by the personal representative of the estate of HUSBAND to WIFE, and in the event of the death of WIFE before payment in full of the entire Thirty-Five Thousand Seven Hundred ($35,700) Dollar lump sum payment, to be payable by HUSBAND to the estate of WIFE.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Lillian Patricia James Gray
LILLIAN PATRICIA JAMES GRAY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lillian Patricia James Gray, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing addendum for the purposes therein contained. Witness my hand and official seal at Nashville this 13th day of August, 1981.

Carol B. Baron
NOTARY PUBLIC

My commission expires 10/21/84.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sterling P. Gray Jr.
STERLING PERKINS GRAY, JR.

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sterling Perkins Gray, Jr., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing addendum for the purposes contained therein. Witness my hand and official seal at Nashville this 14th day of August, 1981.

Carol B. Carson
NOTARY PUBLIC

My commission expires 10/21/84.

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Wife

JUDE T. LENAHAN
Attorney for Husband

It is, further, ORDERED AND ADJUDGED by the Court that plaintiff shall bear the costs of this cause for which execution may issue, if necessary.

DATED: Aug. 15, 1981

Enter This 15th Day of Aug., 1981

HONORABLE JAMES M. SWIGGART, JUDGE

Approved for Entry

JUDE T. LENAHAN
Attorney for Plaintiff
10th Floor American Trust Building
Nashville, TN 37201
615/242-1721

CERTIFICATE

I hereby certify that a copy of this final decree has been mailed to Honorable J. L. Thompson, Attorney, Belle Meade Office Park, 4525 Harding Road, Suite 105, Nashville, TN 37205, on this the 27th day of August, 1981.

JUDE T. LENAHAN

FILED
Oct 13 2 37 PM 1981
DAVIDSON COUNTY, TENN.
REGISTER

IDENTIFICATION REFERENCE

G 9 3 6 8 4

81D-1484 29B/1274

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* ~~CONFORMED TRANSCRIPT~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Sterling Perkins Gray, Jr. *Plaintiff, and* Lillian Patricia James 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* 28th *day of* September *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*

Form #GR-117