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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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D.C.

DONNA JEANNE WALKER BATY)
)
VS.) NO. 81D-2597
)
WILLIAM GRAHAM BATY)

152R/124

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 14th day of December, 1981, before the Honorable Hamilton Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, upon the original petition filed in this cause, default judgment having been entered against the defendant, statement of counsel representing the plaintiff, and upon the entire record;

From all of which it appears to the Court that the allegations of the plaintiff's petition have been fully sustained by the proof; and that the plaintiff, Donna Jeanne Walker Baty, is entitled to an absolute divorce on the grounds of irreconcilable differences from the defendant, and restored to all of the rights and privileges of an unmarried person.

It further appears to theCourt that the parties have entered into a Child Custody and Property Settlement Agreement, a copy of which is attached hereto, the original being already on file with the Court.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Donna Jeanne Walker Baty, be and she is hereby granted an absolute divorce from the defendant, William Graham Baty, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Child Custody and Property Settlement Agreement entered into by the parties is ratified and confirmed and made the order of the Court. Said Agreement is as follows:

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

IN RE:	)	
	)	
DONNA JEANNE WALKER BATY,	)	BOOK 5919 PAGE 398
	)	
Plaintiff	)	
	)	
vs.	)	Case No. 81D-2597
	)	
WILLIAM GRAHAM BATY,	)	
	)	
Defendant	)	

CHILD CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between DONNA JEANNE WALKER BATY, hereinafter referred to as the "Wife", and WILLIAM GRAHAM BATY, hereinafter referred to as the "Husband."

THIS AGREEMENT revokes a child custody and property settlement agreement previously entered into between the parties, and substitutes the following agreement in its entirety for the prior agreement.

W I T N E S S E T H:

WHEREAS, the Wife and the Husband were married on January 18, 1969, and resided together in that relationship until on or about May 26, 1981, in Davidson County, Tennessee, when they were separated; and

WHEREAS, there were two children born of this marriage, namely BRANDON GRAHAM BATY, age 12 years, and BRYAN GARTH BATY, age 7 years; and

WHEREAS, the parties agree that certain irreconcilable differences have arisen between them causing them to separate and live apart and each state that it is their mutual desire that their marriage be terminated by divorce; and

WHEREAS, the Wife filed in the Circuit Court for Davidson County, Tennessee, a suit for divorce styled DONNA JEANNE WALKER BATY, Plaintiff -vs- WILLIAM GRAHAM BATY, Defendant, seeking among other things an absolute divorce; and

WHEREAS, the parties desire to enter into the following Child Custody & Property Settlement Agreement as a complete and final settlement with respect to all questions of alimony, child support, and the division of the material estate.

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. That the Wife shall have the exclusive care, custody and control of the parties' minor children with very liberal and reasonable visitation awarded to the Husband.

2. The Husband agrees to pay $260.00 per month as and for child support for the minor children, to be paid directly to the Wife.

3. That the Wife have the 1981 Dodge K-Car and the 1971 Ford Station Wagon and the Husband shall have the 1975 Lancia and the 1969 GMC Pickup Truck. Each party agrees to assume any indebtedness on the vehicles that is to be theirs and will execute all documents necessary to effect the transfer of title so that same will be in their name only.

4. That Husband and Wife shall retain joint tenancy on the property located at 624 Roxanne Drive, Nashville, Tennessee. Said home shall be sold by the parties as soon as possible. Prior to the sale of the home, the parties will rent the home, and any monies over and above the mortgage payments which has been received as rent shall go to the wife until the home is sold.

5. The money received from the sale of the home located at 624 Roxanne Drive, Nashville, Tennessee, shall be used by both parties to pay off mortgages on properties owned by the parties on Roxanne Drive and Nolensville Road.

6. That the Wife shall have the property located at 1604 Russell Street, Nashville, Tennessee, and the Husband shall be divested of all his right, title and interest in said property, and shall execute all documents necessary to effect this transfer. The Husband shall have the property located on Nolensville Road, Nashville, Tennessee, currently owned by both parties, and the wife shall be divested of all of her right, title, and interest in said property, and shall execute all documents necessary to effect this transfer.

7. That the Wife have the personalty presently in her possession and the Husband shall have the personalty presently in his possession.

8. That the Husband shall keep health insurance on the minor children and life insurance on himself at his present place of employment, Newspaper Printing Corporation. If the Husband should change jobs and the Wife's job has a better insurance rate, the Husband will then pay $300.00 per month childsupport instead of the $260.00 listed in Item 2.

9. That the Husband will pay one-half of clothing bill and the dental and medical expenses over and above the amount paid by insurance and he shall also pay one-half of the expenses for sports activities and lessons, up to a total maximum average per month of $65.00, as to all the above expenses.

10. That the Husband and the Wife will each pay one-half of the expense of braces for the minor children when they are needed.

11. The Husband and the Wife are the holders of a promissory note executed by Mr. T. S. Reddy. The payment of $100.00 per month shall go to the Wife. Upon payment of the balloon payment on this note, said balloon payment shall go to the standing Chapter 13 Trustee to pay off accumulated indebtedness of the Husband and the Wife in their Chapter 13 plans. Any funds left over after payment of joint debts shall go to the Wife.

12. The parties have filed a joint 1980 tax return. The Wife agrees to let the Husband have the entire amount of the refund in exchange for her keeping the bass guitar and amplifier.

13. That the Husband and the Wife shall equally pay the final court costs of this cause.

14. The parties desire that this Agreement be incorporated as a part of any Final Decree of Divorce that may hereafter be entered in the Circuit Court for 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.

15. 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.

16. 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. The provisions of this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

17. From the date of execution of this Agreement, neither party will incur any indebtedness upon the credit of the other. Should the covenant be violated and one party is required voluntarily or involuntarily to pay a debt incurred by the other party, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

DONNA JEANNE WALKER BATY, Wife

Sworn to and subscribed before me
this 22 day of July, 1981.

Notary Public

WILLIAM GRAHAM BATY, Husband

Sworn to and subscribed before me
this 22nd day of July, 1981.

Notary Public

The cost of this cause is adjudged against the plaintiff, Donna Jeanne Walker Baty, and the defendant, William Graham Baty, equally, for which let execution issue if necessary.

ENTER, this 14th day of December, 1981.

JUDGE

APPROVED FOR ENTRY:

EDGAR M. ROTHSCHILD, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of December, 1981, I mailed a copy of the foregoing Final Decree of Divorce to the defendant, William Graham Baty, at his last known address, c/o Newspaper Printing Corporation, Trinity Lane & Ellington Parkway Substation, Nashville, Tennessee 37207.

EDGAR M. ROTHSCHILD, III

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IDENTIF. REFERENCE

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AUG 3 12 32 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

MB 152A/724

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* Donna Jeanne Walker Baty *Plaintiff, and* William Graham Baty *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* 30 *day of* Aug *in the year one thousand nine hundred and* 82 *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117