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50-15-155 KS

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

GAIL SANDRA HOOBERRY BRAGG,
Complainant

vs.

JON BERRY BRAGG,
Defendant

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No. 57843
M.B. 16A
page 338

FINAL DECREE

This cause came on to be heard on the 14th day of May, 1970, before the Honorable Shelton Luton, Judge of the Probate Court for Davidson County, Tennessee, upon the Original Bill of the complainant, pro confesso against the defendant, separation and property settlement agreement, the testimony of the complainant and her corroborating witnesses, the statement of counsel and the entire record. From all of which the Court is of the opinion that the allegations contained in the Original Bill were fully sustained by the proof in that the defendant, Jon Berry Bragg, has been guilty of such cruel and inhuman treatment of conduct toward the complainant as renders co-habitation unsafe and improper and for her to be under his dominion and control any longer, that he has abandoned or turned her out of doors in refusing and neglecting to provide for her, and that he has willfully deserted or absented himself without reasonable cause for more than one year since the separation. The Court has reviewed the property settlement agreement and accepts the same, except as to the word "bi-monthly" at the top of page 2 in paragraph 2, which the Court changes to"semi-monthly", and the Court declares the covenant of the wife not to institute any action for support from the husband void as it pertains to child support, because by statute the Court retains jurisdiction concerning child support.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the complainant and the defendant be and the same are hereby dissolved, and the complainant, Gail Sandra Hooberry Bragg, is hereby granted

an Absolute Divorce upon the grounds of cruel and inhuman treatment, failure to provide, and desertion for more than one year since the separation, and the complainant is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement between the parties as hereinafter set out is approved by the Court except as will be noted in this Decree, which agreement is in words and figures as follows:

"This agreement made and entered into by and between Jon Berry Bragg, currently residing at 107-B West Derene, Savannah, Georgia, hereinafter referred to as Husband, and Gail Sandra Hooberry Bragg, currently residing at 3196 Qualyn Drive, Nashville, Tennessee, hereinafter referred to as Wife:

Witnesseth:

WHEREAS, the parties were married on the 23rd day of June, 1956, at Ringgold, Georgia and that there are two minor childrin, Jan Marie Bragg, born in Nuerenburg, Germany on the 20 th day of September, 1958, and Jon Berry Bragg, Jr., born in Nashville, Tennessee on the 2nd day of August, 1960, an issue of the marriage of the parties hereto; and

WHEREAS, unfortunate and seemingly irreconcilable differences have arisen between the parties hereto, which differences preclude a resumption of further amicable cohabitation; and

WHEREAS, they have, in fact, have been living apart since the 27th day of December, 1966; and

WHEREAS, the Husband and Wife are each seeking to be divorced from the other in proceedings in the Fourth Circuit or Probate Court of Davidson County, Tennessee and wish to resolve all other issues with respect to custody, child support, maintenance, alimony, property rights, dower, descent and distribution and all other rights or claims, matters and things of every kind and description which may have arisen in any manner or accrued by virtue of said marriage;

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth and things to be done by the parties pursuant thereto, it is agreed as follows:

I

That Husband and Wife having previously agreed as to the division of personal property, and that division having been made, such personalty as is now in the possession of the respective parties shall be theirs absolutely and each relinquish and hereby convey all right, title and interest and all claims to such personalty held by the other.

II

That the Wife shall at all times hereafter have the sole control, management and custody of the aforesaid infant children, free from the control or authority of the Husband; subject, however, to the right of the Husband to have said children visit Husband bi-monthly on Saturday and Sunday, it being understood that the Husband is now in the Armed Forces of the United States of America and, further, that such visitations may of necessity be at less frequent intervals, and, therefore, that when such visitations are possible, they shall be with reasonable notice to the Wife.

III

It is further agreed by the Husband and Wife that they will, in spite of their differences, discuss and cooperate on matters pertaining to the children's health, education and general welfare, knowing full well that the general well being of said minor children is of paramount importance and towards that end, will abide by the spirit of this agreement as well as the binding, written contractual obligations herein contained and that neither of the parties will prejudice said children, or either of them, against the other party, or attempt so to do, either directly or indirectly.

IV

That the Husband shall pay to the Wife for the support and maintenance of the aforesaid two infant children the following sums:

(a) For the support of Jan Marie Bragg, seventy-five dollars ($75.00) per month.

(b) For the support of Jon Berry Bragg, Jr., the sum of seventy-five dollars ($75.00) per month.

and that each of said payments shall commence the first day of the month following the execution of this agreement, and shall continue monthly thereafter as to each of said children until he or she shall become twenty-one years of age or is deceased or is sooner emancipated, whichever occurs first, at which time the monthly payments as to said child who becomes twenty-one years of age, is deceased, or is emancipated, shall cease. And, further, subject to the same limitations contained hereinabove, that in addition to such support payments, Husband agrees to pay one-half of all hospital expenses that may be necessary on behalf of said minor children on the condition that all reasonable attempt will be made to secure such services from any governmental agency for the services of which such children shall be eligible by reason of Husband's services in the armed forces.

V

That in consideration of the conveyance of the premises at 3196 Qualyn Drive, Nashville, Tennessee, by good and sufficient deed from Husband to Wife upon the granting of a final decree of divorce to either party, the Wife hereby relinquishes any and all right or claim for future care, support, maintenance or alimony and further covenants not to institute any action seeking any care, support, maintenance or alimony from Husband, or any other claim except as herein provided. The Wife agreeing and assuming to pay the unpaid balance of the mortgage upon said premises and further agreeing to hold Husband harmless for any future payments that may be required on said mortgage.

VI

That Husband has paid the counsel fees to the attorney for the Wife and the Wife shall in no way seek any additional counsel fee at any time in the future by any means.

VII

Except as herein specifically set forth, the parties hereto agree that all property, real, personal and mixed, now owned or hereafter acquired by either of the parties, is and shall be the separate property of the party owning said property, free and clear from all claims, rights or interest of every nature of the other party. The Husband hereby releases, relinquishes, assigns, transfers, and conveys to the Wife, her heirs, personal representatives and assigns, all rights, titles, interests and claims, including but not limited to rights or claims by inheritance, dower, curtesy, descent by inheritance and distribution, whether by common law or statute, which he has or might have in or to any such property of the Wife. The Wife hereby releases, relinquishes, assigns, transfers and conveys to the Husband, his heirs, personal representatives and assigns, all rights, titles, interests and claims, including but not limited to rights or claims by inheritance, dower, descent by inheritance and distribution, whether by common law or statute, which she has or might have in and to any such property of the Husband.

M I N U T E S MAY BE ON THIS

VIII

That neither party shall contract any debts in the name of the other, or in any way attempt to charge the other with liability therefor.

IX

That each of the parties hereto represents (a) that he or she has had independent counsel; and (b) that they, and each of them, having read this agreement, avers that it presents the full and complete understanding between them, and that they, and each of them, subscribes hereto freely and without compulsion.

X

That this agreement shall be submitted to the Court hereinbefore referred to, and if found by said Court to be fair and equitable and is approved by said Court, shall be incorporated and set out verbatim in the final decree as the order of said Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicate originals hereof as of the date following their signatures."

"Signed in Presence of

/S/ Charles V. Sexton, Jr.

/S/ Judy Cline

(Signed)
Jon Berry Bragg, Signed and dated this 19th day of September, 1969

John W. Nolan, III

Gail Sandra Hooberry Braggc dated and signed this day of

The Court changes the agreement at paragraph II wherein the husband may visit the children bi-monthly to "semi-monthly", and the Court declares void that portion of paragraph V of the agreement wherein the Wife covenants not to institute any action seeking child support from the husband, because the Court retains jurisdiction for future child support by statute in Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant's interest in the property located at 3196 Qualynn Drive, Nashville, Tennessee, which is more particularly described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 467 on the Plan of Parkwood Estates, Section 3, of record in Book 3300, page 31, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 467 fronts 72 feet on the easterly margin of Qualynn Drive and runs back between lines, 134.0 feet on the northerly line and 161.9 feet on the southerly line to a broken rear line on which it measures 143.2 feet.

Being part of the property conveyed to Gaines and Gaines Construction Company, Inc., by deed from Lewis E. Gaines, Trustee, of record in Book 3646, page 516, said Register's Office.

This conveyance is subject to restrictive covenants of record in Book 3313, page 402 and amended in Book 3616, page 269, said Register's Office.

This is the same property conveyed from Gaines and Gaines Company, Inc. by Warranty Deed to Jon B. Bragg and wife, Gail H. Bragg of record in Book 3894, page 394, said Register's office.

be and is hereby divested out of the defendant, Jon Berry Bragg, and vested in the complainant, Gail Sandra Hooberry Bragg.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of the cause be taxed against the defendant, Jon Berry Bragg.

Judge

APPROVED FOR ENTRY:

John W. Nolan, III
Attorney for Complainant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of the foregoin g Final Decree to Charles V. Sexton, Jr., 461 Sawyer Court, Grove City, Ohio 43123, attorney of record for the Defendant, this 19 day of May, 1970.

ORDERED THAT THE COURT STAND ADJOURNED UNTIL MONDAY, MAY 18, 1970, AT NINE O'CLOCK A. M.

JUDGE

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Gail Sandra Hooberry Bragg *Plaintiff, and* Jon Berry Bragg *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* 7th *day of* January *in the year one thousand nine hundred and* Eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117