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BOOK 6807 PAGE 456

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN
MAR 19 9 17 AM '86
IDENTIFICATION REFERENCE
84209

MARILYN SHEEN GATTIS,
Complainant

Vs.

JOHN WESLEY GATTIS, VI,
Defendant

No. 71640

FINAL DECREE

This cause came on to be heard on the 16th day of April, 1974, before the Honorable Benson Trimble, Judge, upon the complainant's petition for absolute divorce, the answer of defendant, testimony of complainant and her corroborating witnesses in open court, statement of counsel and the entire record. From all of which the Court finds that the complainant has materially sustained her grounds for divorce and that the defendant has been guilty of such cruel and inhuman treatment or conduct towards the complainant as renders further cohabitation unsafe and improper.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the complainant be, and hereby is, awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

The Court further finds that the parties have entered into an Agreement relating to their children and to a division of their property. The Court finds said Agreement to be fair and just.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Agreement entered into by and between the parties on

the 3rd day of April, 1974, relating to the parties' children and to a division of their property be, and hereby is, incorporated into this Final Decree as if copied verbatim herein.

The costs of this cause shall be taxed against the defendant.

This the 22 day of April, 1974.

JUDGE

APPROVED FOR ENTRY:

By: Jayne Ann Woods
WOODS, WOODS & SISK
Counsel for Complainant
121 Seventeenth Avenue South
Nashville, Tennessee 37203

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. William R. Willis, Jr., attorney for the defendant, this the 16th day of April, 1974.

Jayne Ann Woods

AGREEMENT

This Agreement made and entered into this 30 day of APRIL, 1974, by and between JOHN WESLEY GATTIS, VI, hereinafter referred to as "Husband", and MARILYN SHEEN GATTIS, hereinafter referred to as "Wife", both of Nashville, Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the parties hereto are man and wife, having been married on June 16, 1956, in Denville, New Jersey; and

WHEREAS, there have been born of such marriage three children, to wit: Deborah Lynn Gattis, age 16 years, John Wesley Gattis, VII, age 14 years, and Mary Susan Gattis, age 8 years; and

WHEREAS, since August 27, 1973, the parties have been and are now living separate and apart and have no expectation of resuming marital relations; and

WHEREAS, certain irreconcilable differences have arisen between the parties and Wife has filed a petition for absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee, seeking a divorce from Husband; and

WHEREAS, the parties desire to enter into an agreement with respect to their property rights and their children and for the other purposes and with the effect hereinafter stated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties hereto agree and covenant as follows:

1. Custody of Children. Wife shall have the sole and exclusive custody of the parties' three minor children, Deborah Lynn Gattis, John Wesley Gattis, VII, and Mary Susan Gattis. Husband shall have rights of reasonable visitation with the said children. In the event of wife's death or in the event of her disability to care for any or all of the said children prior to the death or disability of Husband, then legal custody is to revert to Husband. Final arrangements for the custody or care of the minor children in the event of Wife's disability, shall be jointly made and mutually agreeable to both parties.

2. Visitation. Each of the parties' children, individually or together, may temporarily reside with Husband at the request of Husband, the children, or Wife, as arrangements may be made conveniently. In the event that such arrangements are made, Wife shall provide the appropriate financial compensation for their care to Husband.

The children shall be encouraged to visit with Husband. In the event of a conflict in the children's schedules or arrangements the children shall be encouraged to discuss such conflicts with Husband and thereby to resolve them.

In regard to birthday celebrations each child shall alternate by year being with Husband or Wife on the day of his or her birthday. Husband and Wife shall be entitled to be with all of the children on all recognized holidays.

3. Policy relating to children. No criticism is to be made by either Husband or Wife of the other through the children, or to be made of one another to the children. If there are conflicts between Husband and Wife in regard to one another or the children, then agreements shall be made privately between Husband and Wife. The aid of attorneys or other suitable and mutually acceptable persons serving as arbitrators and counselors shall be secured as may be required.

The parties shall confer from time to time concerning the status of the children. In the event of disagreement the parties agree to consult a mutually acceptable third party for help in resolving the disagreement.

If it is necessary for either Husband or Wife to move from Nashville, Tennessee, the agreements set out herein concerning visitation and policy in regard to the children shall be renegotiated in a way that is mutally satisfactory.

4. Support payments for children. Husband agrees to pay to Wife for the support and maintenance of the parties' minor children the sum of Four Hundred Dollars ($400) per month. Husband agrees to continue payment of the share of each minor child until each such child shall discontinue or complete college, marry, engage in full-time permanent employment, or attain the age of twenty-one (21) years, whichever shall occur first.

5. College expenses. Husband agrees to participate in the payment of college educational expenses of the children to the extent that he is financially able.

6. Deduction for dependents. Husband shall have the right to claim the children as dependents on his federal income tax returns.

7. Real property. Husband agrees to transfer to Wife all of his right, title and interest in and to the house and lot owned by the parties at 918 Marengo Lane, Nashville, Tennessee. Wife agrees to assume all indebtedness on the said real property and to hold Husband harmless for same.

8. Medical Insurance. Husband agrees to provide major medical insurance coverage for each child at the minimum provided by his then current policy with the Board of Discipleship of the United Methodist Church.

9. Life insurance. Husband agrees that all life insurance which is currently owned by him and payable at his death has been and shall continue

to be made payable to his estate in order that the trust arrangements created in his Last Will and Testament may serve to benefit and support the parties' three minor children in the event of his death.

The parties agree that Wife shall retain as her property and maintain at her discretion the current Five Thousand Dollar ($5,000) life insurance policy on her life which is carried with New York Life Insurance Company.

10. Joint debts. The parties agree that they shall share in the repayment of the following joint debts via a percentage arrangement whereby Husband shall pay sixty-one per cent (61%) of each debt and whereby Wife shall pay thirty-nine per cent (39%) of each debt:

(a) the debt to the parties' marriage counselor, Dr. David Barton;

(b) Wife's student loan (Methodist Board of Education loan);

(c) Methodist Ministers Federal Credit Union in California.

Wife agrees to repay Husband the sum of Three Hundred Dollars ($300) which was borrowed from Husband for the purpose of making a down payment on Wife's Volkswagen automobile.

11. Automobiles. Wife agrees to transfer to Husband all of her right, title and interest in and to the 1973 Volkswagen bus which is owned by the parties. Husband agrees to assume all indebtedness on the said automobile. Husband agrees to transfer to Wife all of his right, title and interest in and to the 1971 Volkswagen automobile which is owned by the parties. Wife agrees to assume all indebtedness on the Volkswagen automobile. Husband further agrees to transfer to Wife all of his right, title and interest in and to the 1959 Plymouth which is owned by the parties.

12. Personal property. The parties agree that they have divided to their mutual satisfaction all personal property, household furniture and furnishings which have been owned by them in common.

Each party agrees to retain as his or her separate property that property which is currently in his or her possession.

13. Camper. The parties agree that Husband shall have possession of the camper which is owned by them but that either party shall have the right to use the camper at such times as it is needed by them and as is convenient to the other party.

14. Additional instruments. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

15. Divorce decree. It is understood by the parties that the terms of this Agreement as they relate to the children of the parties and to the disposition of their property is to be incorporated into the final divorce decree and that said Agreement is to be a complete and full settlement of their property rights and the arrangements relating to their children. This Agreement is not intended, nor shall it be construed to be an agreement for divorce. It is agreed between the parties that this Agreement may be submitted to the Court for approval and be made part of the Final Decree of Divorce.

16. Attorneys' fees; court costs. Husband agrees to pay to Wife's attorneys, Woods, Woods & Sisk, the sum of Two Hundred Forty Dollars ($240). Husband agrees to be responsible for all court costs incident to the divorce proceeding.

17. The payments provided for in Paragraph 4 of this Agreement shall terminate on the death of either party. Any decree of a Court increasing or decreasing child support will be deemed an amendment of this Agreement.

18. The parties hereto understand and agree that this Agreement is a completed release of any and all rights resulting from the marital relationship including, but not limited to, dower, homestead, curtsy, and so forth.

IN WITNESS WHEREOF the parties have hereunto set their signatures on the day and date first above written.

WITNESS

JOHN WESLEY GATTIS

WITNESS

MARILYN SHEEN GATTIS

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* seventeenth *day of* December, *19* 85, *in Case Number* 71640 *between* Mary Sheen Gattis *Plaintiff, and* John Wesley Gattis Vl *Defendant, as same remains of record in Book* 87-B, *Page* 886 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 17th *day of* December *in the year one thousand nine hundred and* eighty-five *and in the* two hundred tenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117