

IN THE SUPERIOR COURT FOR THE COUNTY OF CARROLL  
STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff

vs

JACQUELINE B. GINGRICH,

Defendant

\*

\*

CIVIL ACTION,

\*

FILE NO. 15461 pg 42

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COMPLAINT FOR DIVORCE

Comes now the plaintiff, NEWT GINGRICH, and files this his complaint for divorce against JACQUELINE B. GINGRICH, defendant, and respectfully shows to the Court the following:

1.

Plaintiff is a resident of said State and has been for more than six (6) months next preceding the filing of this divorce complaint.

2.

Defendant is a resident of 151 Howell Road, Carrollton, Carroll County, Georgia, and is within and subject to the jurisdiction of this Court.

3.

Plaintiff and defendant were married on June 19, 1962, in Columbus, Muscogee County, Georgia, and lived together as husband and wife up to and until June 14, 1980, at which time they separated and have ever since lived in a bona fide state of separation.

4.

There were two children born as the issue of said marriage, LINDA KATHLEEN, seventeen (17) years of age, and

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JACQUELINE SUE, thirteen (13) years of age.

5.

The parties are the owners of two (2) homes, one in Carrollton, Georgia, and one in Virginia, together with household and kitchen furniture.

6.

Defendant has completed her education and is qualified to teach school.

7.

The marriage of the parties is irretrievably broken, as contemplated by the Code of Georgia, Georgia Code Annotated 30-102(13).

8.

Plaintiff asks the Court to grant him a divorce from the defendant and for an equitable division of the property.

WHEREFORE, plaintiff prays:

- a) that he be granted a total divorce from the defendant;
- b) that an equitable division of the property be had;
- c) for such other and further relief as the Court may deem meet, just and proper.

J O H N S O N   &   B E C K H A M

BY:

  
W. P. Johnson

306 Tanner Street  
Carrollton, Georgia 30117  
404/832-1471

ATTORNEYS FOR PLAINTIFF

GEORGIA,.....CARROLL.....COUNTY

Personally appeared before the undersigned authority duly authorized by law to administer  
oath, comes NEWT GINGRICH

who first being duly sworn, deposes and says that the statements of fact contained in the within  
and foregoing complaint are true and correct.

Newt Gingrich

Sworn to and subscribed before me

This 5th day of July, 19 80.

Linda W. Peters  
Notary Public

IN THE SUPERIOR COURT OF CARROLL COUNTY

STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff,

vs.

JACQUELINE B. GINGRICH,

Defendant.

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CIVIL ACTION

NO. 15461

ACKNOWLEDGEMENT OF SERVICE

Service of the complaint in the within and foregoing matter acknowledged. Copy, summons and all other and further service hereby waived.

This 28 day of July, 1980.

  
JACQUELINE B. GINGRICH

Sworn to and subscribed before me  
this 28th day of July, 1980.

  
NOTARY PUBLIC

FILED  
GA. CARROLL COUNTY  
CLERK SUPERIOR COURT  
1980 AUG 14 AM 11:15



5

IN THE SUPERIOR COURT OF CARROLL COUNTY  
STATE OF GEORGIA

NEWT GINGRICH,  
Plaintiff,  
vs.  
JACQUELINE B. GINGRICH,  
Defendant.

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CIVIL ACTION  
NO. 1500461

ANSWER AND COUNTERCLAIM

COMES NOW the defendant, JACQUELINE B. GINGRICH, and files this her Answer to plaintiff's Complaint for Divorce, and respectfully shows to the Court the following:

1.

Defendant admits the allegations contained in paragraphs one(1), two(2), three(3), four(4) and five(5) of plaintiff's Complaint.

2.

Defendant denies the allegations contained in paragraphs six(6), seven(7) and eight(8) of plaintiff's Complaint.

WHEREFORE, defendant prays that plaintiff's Complaint be dismissed, that plaintiff's prayers be denied and that defendant have such other and further relief as the Court deems proper.

COUNTERCLAIM

By way of Counterclaim, defendant respectfully shows to this Court the following:

1.

Defendant is a resident of this state and has been for more than six months next preceding the filing of this Counterclaim.

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GA. CARROLL COUNTY  
CLERK *Super* COURT

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Writ 110,  
pg 31

6  
2.

Plaintiff is a resident of Carroll County, Georgia, and is within and subject to the jurisdiction of this Court.

3.

Plaintiff and defendant were married on June 19, 1962, and separated on or about June 14, 1980, and since said latter date have lived in a bona fide state of separation.

4.

There are two children born as issue of this marriage, to wit: LINDA KATHLEEN, born March 29, 1963, and JACQUELINE SUE, born November 16, 1966. Said children are in the present care, custody and control of defendant, and defendant desires the temporary and permanent custody of said minor children.

5.

Defendant shows that she has adequate and ample grounds for divorce, but that she does not desire one at this time.

6.

Defendant should be awarded reasonable temporary and permanent alimony for her support and maintenance and for the support, maintenance and education of the children of the parties.

7.

Defendant should be awarded a reasonable division of plaintiff's property.

8.

It has been necessary for defendant to employ an attorney to represent her in these proceedings, and plaintiff should be required to pay reasonable attorneys' fees to said attorney.

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WHEREFORE, defendant prays:

(a) That she be awarded the immediate temporary and permanent care, custody and control of the children of the parties;

(b) That she be awarded temporary and permanent alimony and support for herself and said minor children;

(c) That she be awarded a reasonable division of plaintiff's property;

(d) That she be awarded a reasonable sum for an attorney to represent her in these proceedings;

(e) That she be awarded such other and further relief as the Court deems proper.

HURT, RICHARDSON, GARNER, TODD &  
CADENHEAD


BY Edward E. Bates, Jr.  
Edward E. Bates, Jr.  
FOR THE FIRM


1100 Harris Tower  
Peachtree Center  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30043  
(404) 525-1100

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for plaintiff, William Johnson, 306 Tanner Street, Carrollton, Georgia 30117, in the foregoing matter with a copy of the attached Answer and Counterclaim by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 11 day of September, 1980.

  
Edward E. Bates, Jr.  
Attorney for Defendant



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IN THE SUPERIOR COURT OF CARROLL COUNTY  
STATE OF GEORGIA

NEWT GINGRICH,  
Plaintiff,  
vs.  
JACQUELINE B. GINGRICH,  
Defendant.

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: CIVIL ACTION  
:  
: FILE NO. 1500461  
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NOTICE TO PRODUCE AND REQUEST FOR DOCUMENTS

TO: NEWT GRINGRICH and his counsel of record,  
WILLIAM P. JOHNSON, 306 Tanner Street, Carrollton,  
Georgia 30117:

You are hereby notified to produce at any hearing upon Rule Nisi, any trial and any hearing on motion for contempt in the above case and from time to time and term to term until the above case is concluded the documents and records set forth below which are in your possession, custody or control, the same to be used as evidence by the plaintiff above.

In addition, you are requested to produce, pursuant to Ga. Code Ann. §81A-134, the documents and records set forth below for inspection and copying by the attorney for plaintiff at the offices of Hurt, Richardson, Garner, Todd & Cadenhead, 1100 Peachtree Center Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia, at 9:30 A.M., the 20th day of October, 1980, where adequate facilities are available for copying.

The documents and records which you are notified and requested to produce are as follows:

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GA. CARROLL COUNTY  
CLERK \_\_\_\_\_ COURT  
1980 SEP 25 AM 10:15

Writ 110  
pg 448

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1.

Any and all pay-stubs, statements of earnings, including expense allowances received from the United States Congress, W-2 forms, 1099 forms, K-1 forms, and any other documents given to you by your employer and any other person, partnership, corporation or other entity showing your income from any source from January 1, 1978, to the date of trial of the above-styled case.

2.

Any and all records of bank checking and savings accounts, including credit union accounts and the Sargeant of Arms account, and any other account maintained by you, individually and/or jointly with others, or maintained by you as trustee or custodian for any other person or persons, or in any other capacity, including but not limited to, monthly bank statements, cancelled checks, check registers, deposit slips, check requests, passbooks, statements relating to savings accounts or certificates of deposit and any other such records, from January 1, 1978, to the date of trial of the above-styled case.

3.

Any and all evidence of your interest in any trust or estate, including reversionary interests, any interest, if any, in notes, accounts receivable, partnerships, syndicates, profit sharing plans, pension plans and retirement plans of any nature for the period from January 1, 1978, to the present.

4.

Any and all warranty deeds, quit-claim deeds and deeds to secure debt which name you as grantee or grantor, individually and/or jointly with any other, relating to real property

in which you have any interest or equity. Also produce all closing statements, contracts of sale or other documents relating to your purchase or sale of any interest in real property in the last five years.

5.

Any and all automobile tag registration certificates and automobile title certificates naming you, individually and/or jointly with any other, as owner. Also produce any notices or other documents relating to any insurance coverage for said automobiles.

6.

Any and all stock certificates, bond certificates, mutual funds certificates, and any other evidence of ownership of any interest in any corporation, mutual fund or liquid asset fund naming you, individually and/or jointly with any other, as an owner. Also, please produce monthly, quarterly, annual or other statements from any stockbroker, investment counselor or financial institution relating to your interest in any securities of any nature whatsoever.

7.

Any and all receipts, sales or purchase notices or other documents reflecting your purchase or sale of any interest in any security of any nature, any gold, silver, jewels, furs or any other valuable asset of any nature (excluding real estate) for the last three years.

8.

A list of all contents of all safe deposit boxes maintained by you, individually and/or jointly with others, as of the date of service of this Notice To Produce and Request for Documents.

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9.

Any and all copies of personal financial and net worth statements submitted by you individually and/or jointly with any other person to any bank or lending institution from January 1, 1978, to the date of trial of the above-styled case.

10.

Any and all documents and/or letters received by you from January 1, 1977, to the date of trial of the above-styled case from any real estate salesperson, attorney, accountant, bank officer, stock broker, or any other person, notifying you of the value of your interest in any corporation, trust, reversionary interest, or in any real or personal property.

11.

Any and all life insurance policies and certificates on your life, as well as all premium notices and other records and documents received by you in connection with any life insurance of which you are the owner and/or the insured person since February 1, 1979, to the present.

12.

Any and all medical and/or dental insurance policies insuring you individually and/or jointly with others, as well as all premium notices received by you in the last year in connection with same.

13.

Any and all copies of income tax returns filed by you individually and/or jointly with any other person with Federal and State governments for the past three (3) years.



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maintained by you or regularly used by you in the last year, including but not limited to, any accounts maintained in the name of your spouse, the names of your spouse and yourself together or in your name alone.

20.

Please produce an estimated budget of your personal living expenses, including but not limited to food, clothing, shelter, housing, transportation, entertainment and miscellaneous expenses.

21.

Any and all informational statements received by you from the United States Congress, or other government agency, itemizing a Congressman's compensation, expense allowances and expense guidelines, services available to Congressmen, and other benefits associated with being a Congressman.

22.

Originals or copies of all NEWT GINGRICH campaign bank account records, including but not limited to, monthly bank statements, cancelled checks, check registers, deposit slips, check requests and any other such records, from January 1, 1978, to the date of trial of the above-styled case.

23.

Any and all copies of reports filed with any governmental agency relating to your financial status, including but not limited to campaign disclosures reports, personal financial reports, expense reports, and any other reports filed with the United States Congress itself.

24.

Any and all copies of your congressional budget, financial reports of your congressional office, and any other documents showing expenses paid to, or on your behalf through your congressional office.

25.

Please produce an itemization of all speaking or honorarium fees paid to you from any source from January 1, 1978, to the date of trial of the above styled case.

HURT, RICHARDSON, GARNER, TODD & CADENHEAD

BY:

Edward E. Bates, Jr.  
EDWARD E. BATES, JR.

Attorneys for Plaintiff

1100 Peachtree Center Harris Tower  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30043  
(404) 525-1100

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the above and foregoing document on each of the parties to this action by mailing a copy thereof, with adequate postage thereon, to each such party's attorney of record at that attorney's last known address.

This 19<sup>th</sup> day of September, 1980.

Edward E. Bates, Jr.

VERIFICATION

STATE OF GEORGIA   )  
                              )  
COUNTY OF FULTON   )

Personally appeared before the undersigned notary public, duly authorized to administer oaths, JACQUELINE B. GINGRICH, who, after being duly sworn, did depose and state that she is the defendant in the foregoing action and that the facts contained in the foregoing Answer and Counterclaim are true and correct to the best of her information, knowledge and belief.

  
Jacqueline B. Gingrich

Sworn to and subscribed  
before me this 22nd day  
of September, 1980.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 19, 1984

FILED  
GA. CARROLL COUNTY  
CLERK \_\_\_\_\_ COURT  
1980 SEP 25 AM 10:16

Writ 110  
Pg 447

IN THE SUPERIOR COURT OF CARROLLTON COUNTY  
STATE OF GEORGIA

NEWT GINGRICH, §  
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Plaintiff, § CIVIL ACTION FILE  
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vs. § NO. 1500461  
§  
JACQUELINE B. GINGRICH, §  
§  
Defendant. §

NOTICE TO TAKE DEPOSITION

TO: NEWT GINGRICH, plaintiff, and his attorney,  
William P. Johnson, 306 Tanner Street,  
Carrollton, Georgia 30117

YOU ARE HEREBY notified that on the 20th day of  
October, 1980, at 9:30 o'clock a.m., in the offices of  
Vassy and Mecklin, 401 Tanner Street, Carrollton, Georgia  
30117, the defendant will proceed to take the deposition  
of NEWT GINGRICH, plaintiff, upon oral examination pursuant  
to Sections 26 and 30 of the Georgia Civil Practice Act.  
The deposition will be taken before an officer duly authorized  
by law to take depositions. This deposition will be taken  
for the purposes of discovery, cross-examination and all  
other purposes authorized by Georgia law. The oral examination  
will continue from day to day until its completion. You  
may attend and examine.

This 7th day of October, 1980.

HURT, RICHARDSON, GARNER, TODD & CADENHEAD

By Edward E. Bates, Jr.  
Edward E. Bates, Jr.  
Attorney for Defendant

1100 Harris Tower  
Peachtree Center  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30043  
(404) 525-1100

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GA. CARROLL COUNTY  
VASSY AND MECKLIN  
CLERK  
SUPERIOR  
1980 OCT 15 PM 2:30  
By Douglas C. Vassy  
Douglas C. Vassy  
Attorney for Defendant

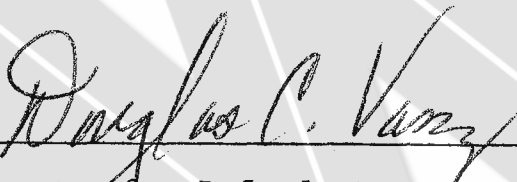
401 Tanner Street  
Carrollton, Georgia 30117  
(404) 832-2465

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Pg 152

CERTIFICATE OF SERVICE

I hereby certify that I have this date served counsel for plaintiff, William P. Johnson, 306 Tanner Street, Carrollton, Georgia 30117, in the foregoing action with a copy of the above Notice to Take Deposition of Newt Gingrich by depositing a copy of same in the United States Mail with sufficient postage affixed thereto and properly addressed.

This 13th day of October, 1980.

  
\_\_\_\_\_  
Attorney for Defendant

IN THE SUPERIOR COURT OF CARROLL COUNTY  
STATE OF GEORGIA

NEWT GINGRICH, )  
 )  
Plaintiff ) CIVIL ACTION FILE  
 )  
vs. ) NO. 1500461  
 )  
JACQUELINE B. GINGRICH, )  
 )  
Defendant. )

AMENDMENT TO NOTICE TO PRODUCE AND REQUEST FOR DOCUMENTS

TO: Newt Gingrich and his Counsel of Record,  
William P. Johnson, 306 Tanner Street,  
Carrollton, Georgia 30117:

Defendant hereby amends her Notice to Produce and  
Request for Documents previously filed on September 25, 1980,  
by changing the location at which the requested documents  
are to be produced from the Atlanta address of Hurt, Richardson,  
Garner, Todd & Cadenhead, to the Carrollton office of  
Vassy and Mecklin, Attorneys at Law, 401 Tanner Street,  
Carrollton, Georgia 30117.

This 7th day of October, 1980.

HURT, RICHARDSON, GARNER, TODD & CADENHEAD

By Edward E. Bates, Jr.  
Edward E. Bates, Jr.  
Attorney for Defendant

1100 Harris Tower  
Peachtree Center  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30043  
(404) 525-1100

VASSY AND MECKLIN

By Douglas C. Vassy  
Douglas C. Vassy  
GA. CARROLL COUNTY  
Attorney for Defendant

CLERK SUPERIOR COURT

401 Tanner Street  
Carrollton, Georgia 30117  
(404) 832-2465

1980 OCT 13 PM 2:30

White III  
pg 150

CERTIFICATE OF SERVICE

I hereby certify that I have this date served counsel for plaintiff, William P. Johnson, 306 Tanner Street, Carrollton, Georgia 30117, in the foregoing action with a copy of the above Amendment to Notice to Produce and Request for Documents of Newton Gingrich by deposition a copy of same in the United States Mail with sufficient postage affixed thereto and properly addressed.

This 13th day of October, 1980.

Douglas C. Vasey



IN THE SUPERIOR COURT OF CARROLL COUNTY

STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff,

vs.

JACQUELINE B. GINGRICH,

Defendant.

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CIVIL ACTION FILE

NO. 1500461

DEMAND FOR JURY TRIAL

NOW COMES Jacqueline B. Gingrich, Defendant, and demands trial by jury on all issues so triable.

HURT, RICHARDSON, GARNER, TODD  
& CADENHEAD

By

Edward E. Bates, Jr.  
Edward E. Bates, Jr.  
Attorney for Defendant

1100 Harris Tower  
Peachtree Center  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30043  
(404) 525-1100

VASSY AND MECKLIN

By

Douglas C. Vassy  
Douglas C. Vassy  
Attorney for Defendant

401 Tanner Street  
Carrollton, Georgia 30117  
(404) 832-2465

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GA. CARROLL COUNTY  
CLERK SUPERIOR COURT

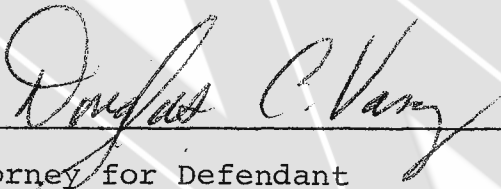
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pg 148

CERTIFICATE OF SERVICE

I hereby certify that I have this date served counsel for plaintiff, William P. Johnson, 306 Tenner Street, Carrollton, Georgia 30117, in the foregoing action with a copy of the above Demand for Jury Trial by depositing a copy of same in the United States Mail with sufficient postage affixed thereto and properly addressed.

This 13th day of October, 1980.

  
\_\_\_\_\_  
Attorney for Defendant

IN THE SUPERIOR COURT OF CARROLL COUNTY  
STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff,

vs.

JACQUELINE B. GINGRICH,

Defendant.

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CIVIL ACTION FILE

NO. 1500461

MOTION FOR RULE NISI

NOW COMES Jacqueline B. Gingrich, Defendant, and files this her Motion For Rule Nisi and shows to the Court the following:

1.

This action for divorce was filed by plaintiff in July, 1980, service having been acknowledged by defendant on August 14, 1980.

2.

Although defendant does not admit that this marriage is irretrievably broken, defendant has been hopeful that an arrangement for temporary support of defendant and the two minor daughters of the parties could be mutually agreed upon without the intervention of this Court. All efforts to date have been unsuccessful.

3.

Defendant is unable to support herself and the two minor daughters of the parties on the inadequate sums presently being provided by plaintiff.

4.

Despite repeated notice to plaintiff and requests by defendant, plaintiff has failed and refused to voluntarily provide reasonable support sufficient to include payment of usual and normal living expenses, including drugs, water, sewerage, garbage, gas, electric and telephone service for defendant and the minor children. As a result, many of such accounts are two or three months past due

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CLERK OF SUPERIOR COURT  
CARROLL COUNTY, GEORGIA  
1980 OCT 13 PM 2:30

Unit 111  
pg 154

with notices of intent to cut off service of gas and electricity.

5.

Defendant has been unable to obtain a single item of financial information from plaintiff, despite repeated requests and promises that the same would be furnished informally. As a result, defendant has been forced to file a formal notice to produce and request for documents, and to notice the plaintiff for deposition.

6.

Defendant is without funds to pay an attorney to represent her in these proceedings, and plaintiff should be required to pay reasonable attorney's fees to defendant's attorney as part of temporary alimony.

WHEREFORE, defendant moves this Court to issue a Rule Nisi Order directed to the plaintiff requiring him to be and appear and show cause why the prayers of defendant's counterclaim relating to temporary alimony and child support should not be granted.

HURT, RICHARDSON, GARNER, TODD  
& CADENHEAD

By Edward E. Bates, Jr.  
Edward E. Bates, Jr.  
Attorney for Defendant

1100 Harris Tower  
Peachtree Center  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30043  
(404) 525-1100

VASSY AND MECKLIN

By Douglas C. Vassy  
Douglas C. Vassy  
Attorney for Defendant

401 Tanner Street  
Carrollton, Georgia 30117  
(404) 824-2465

IN THE SUPERIOR COURT OF CARROLL COUNTY  
STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff,

vs.

JACQUELINE B. GINGRICH,

Defendant.

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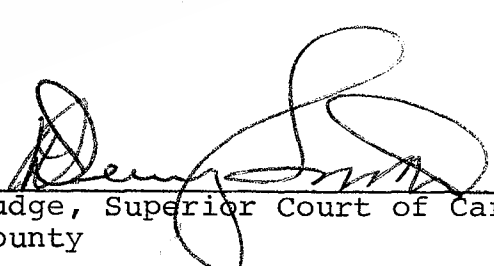
CIVIL ACTION FILE

NO. 1500461

ORDER

Defendant's Motion For Rule Nisi having been read and considered, let the plaintiff show cause before the Honorable Presiding Judge of the Superior Court of Carroll County, Georgia, at 9:00 a.m. on the 21st day of October, 1980, then and there to be heard why the prayers of defendant's Counter-claim relating to temporary alimony and child support should not be granted.

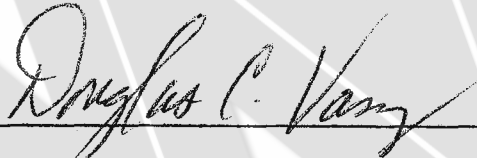
This 13th day of October, 1980.

  
\_\_\_\_\_  
Judge, Superior Court of Carroll  
County

CERTIFICATE OF SERVICE

I hereby certify that I have this date served counsel for plaintiff, William P. Johnson, 306 Tanner Street, Carrollton, Georgia 30117, in the foregoing action with a copy of the above Motion for Rule Nisi and Order by depositing a copy of the same in the United States Mail with sufficient postage affixed thereto and properly addressed.

This 13<sup>th</sup> day of October, 1980.



Attorney for Defendant

DOMESTIC RELATIONS FINANCIAL DATA SHEET

NEW T GINGRICH

VS

JACQUELINE B. GINGRICH

Hearing Date OCTOBER 21, 1980

Judge KNIGHT

Court Room \_\_\_\_\_

INCOME

Salary (monthly) \_\_\_\_\_  
Investments \_\_\_\_\_  
Other (pensions, annuities, etc.) \_\_\_\_\_  
TOTAL MONTHLY INCOME \_\_\_\_\_

Husband	Wife	Children
\$ _____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
\$ _____	\$ _____	\$ _____

Estimated Net Worth (property,  
other assets) \_\_\_\_\_

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

FAMILY EXPENSES

1. Housing (Rent Mortgage) \_\_\_\_\_  
2. Food \_\_\_\_\_  
3. Clothing \_\_\_\_\_  
4. Transportation 20/wk + 6/wk + 25 again  
5. Utilities: Water \$ 19.00  
Electricity 40.00  
Gas 40.00  
Telephone 50.00  
TOTAL \_\_\_\_\_  
6. Medical Care \_\_\_\_\_  
7. Dental Care \_\_\_\_\_  
8. Drugs \_\_\_\_\_  
9. Child Care \_\_\_\_\_  
10. School Expenses \_\_\_\_\_  
11. Installment Payments: Auto \$ 165  
Furniture \_\_\_\_\_  
Other \_\_\_\_\_  
TOTAL \_\_\_\_\_  
12. Insurance: Life \$ \_\_\_\_\_  
Health 26  
Auto \_\_\_\_\_  
TOTAL \_\_\_\_\_  
13. Taxes \_\_\_\_\_  
14. Recreation \_\_\_\_\_  
15. Other Church contribution (40) telephone (10)  
16. Beauty Salon (subscriptions) (15) gifts (10)  
17. TOTAL FAMILY EXPENSES \_\_\_\_\_

1. \$ _____	\$ <u>514</u>	1.
2. _____	<u>340</u>	2.
3. _____	<u>200</u>	3.
4. _____	<u>137</u>	4.
5. _____	<u>149</u>	5.
6. _____	<u>50</u>	6.
7. _____	<u>90</u>	7.
8. _____	<u>25</u>	8.
9. _____	_____	9.
10. _____	<u>60</u>	10.
11. _____	<u>165</u>	11.
12. _____	<u>26</u>	12.
13. _____	<u>100</u>	13.
14. _____	<u>100</u>	14.
15. _____	_____	15.
16. _____	<u>80</u>	16.
17. \$ _____	\$ _____	17.

LITIGATION EXPENSES (Attorney fees, etc.) \_\_\_\_\_

18. \$ \_\_\_\_\_ \$ \_\_\_\_\_ 18.

AMOUNT WIFE AND CHILD/CHILDREN NEED FROM HUSBAND MONTHLY

\$ 2036

FULTON COUNTY  
STATE OF GEORGIA

Personally before the undersigned attesting officer, duly authorized to administer oaths, appeared the undersigned who swears that the contents above are true and correct, according to her/his best knowledge and belief.

Sworn to and subscribed before  
me this the \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_

Signature of Party Submitting Data Sheet

Attorney for Above

Notary Public

Gross  
Federal Income tax  
State of Georgia (Income tax)

5,055.21  
1,372.78  
246.00

Regular life insurance  
Health insurance  
Optional life insurance

34.81  
58.21  
2.17  
95.19

NET PAY

3,341.24

DEBTS

The Peoples Bank  
Sargeant At Arms  
Thornton & Morris  
TOTAL

29,000.00  
3,000.00  
2,000.00  
34,000.00

CURRENT INTEREST

4,420.00

Cary Hall (no interest)  
Dr. T. M. Martin  
Tulane  
National Rifle Asso.  
Wasdin & Darnell

2,500.00  
350.00  
925.00  
64.00  
200.00

MONTHLY PAYMENTS (Newt)

Fairfax house  
Arlington house  
Phone  
Washington gas  
Virginia electricity  
Orthodontist  
Garbage  
Life insurance  
Bank debt interest  
Tulane  
Food/dry cleaning, etc.  
Repaying bank debt over 10 years  
(MONTHLY)

800.48  
550.00  
21.00  
12.00  
48.00  
75.00  
9.00  
23.00  
370.00  
40.00  
400.00  
307.00  
2,655.48

NOTE: Newt needs to buy property and furniture in Georgia;  
needs to buy a car, furniture for house in Virginia; needs to  
help Kathy and Jackie Sue with college expenses

CARROLLTON BILL

Carrollton house  
Thornton car lease  
Rich's  
Cole's Jewelry  
Jackie's living expenses  
Girls' allowance

502.00  
166.00  
27.00  
120.00 (4 payments left)  
400.00  
40.00  
1,228.00

3,883.00

ONE TIME PAYMENTS

Carrollton Band  
Foreign car care

569.00  
70.00  
639.00

BILLS IN SEPTEMBER, 1980

Car repair  
Shipping furniture  
Clothing for J. Sue  
Car insurance (VW)

271.00  
1,400.00  
250.00  
67.81

Car insurance (Chevy)  
Ga. Power  
Carrollton water  
Atlanta Gas

89.95  
100.00  
28.00  
54.00 (paid in Oct.)  
2,260.66

UNPAID BILLS THAT PROBABLY GO TO JACKIE

Music Room for Jackie Sue  
Perry's Westside  
Dr. Zimmerman  
Dr. Alvin Crews  
Southern Bell

159.00  
158.00  
90.00  
22.00  
213.00 (170.00 long dist)



5

IN THE SUPERIOR COURT FOR THE COUNTY OF CARROLL  
STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff

vs

JACQUELINE B. GINGRICH,

Defendant

\*

\*

CIVIL ACTION,

\*

FILE NO. 15, 461

\*

\*

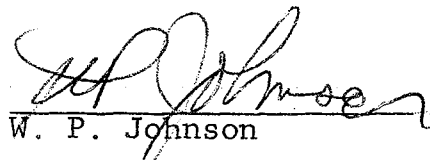
MOTION TO MODIFY TIME FOR TAKING DEPOSITION

Plaintiff shows to the court that a notice to take deposition has been served upon his attorney by attorney for the defendant, specifying October 20, 1980, as the date for the oral examination of plaintiff, Newt Gingrich, and moves the court pursuant to Section 30(b) of the Civil Practice Act for an order setting the date of said examination at November 10, 1980, in lieu of the date specified in said notice, on the ground that the undersigned attorney will not be available for examination on said date, as set forth more fully in the affidavit attached hereto.

This the 17th day of October, 1980.

J O H N S O N   &   B E C K H A M

BY:

  
W. P. Johnson


ATTORNEYS FOR PLAINTIFF

FILED  
GA. CARROLL COUNTY  
CLERK ~~W. P. JOHNSON~~ COURT  
1980 OCT 17 PM 4:31

Unit 111  
29 373  
JOHNSON & BECKHAM  
ATTORNEYS AT LAW  
306 Tanner Street  
Carrollton, Georgia  
30117  
404-832-9666

GEORGIA, CARROLL COUNTY

Personally appeared before the undersigned authority duly authorized by law to administer oath, comes W. P. JOHNSON, who, after first being duly sworn, deposes and says on oath that he is the attorney of record for Newt Gingrich in a case pending in the Superior Court of said county, being Civil Action No. 15,461; that he received a notice on October 13, 1980, for the taking of a deposition on October 20, 1980. Deponent is scheduled to be on trial in the Superior Court of Carroll County, Georgia, on October 20 and 21, 1980, in the cases of the State of Georgia vs Curt Powers and Rhonda Thomas, and will be unable to attend the deposition set for said date.

  
W. P. Johnson

Sworn to and subscribed before me

This 17th day of October, 1980.

  
NOTARY PUBLIC

3

IN THE SUPERIOR COURT FOR THE COUNTY OF CARROLL  
STATE OF GEORGIA

---

NEWT GINGRICH,

Plaintiff

vs

JACQUELINE B. GINGRICH,

Defendant

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CIVIL ACTION,

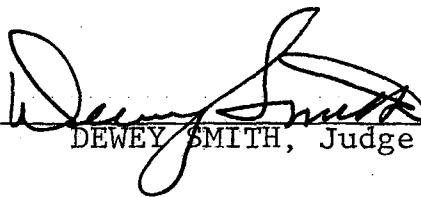
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O R D E R

Plaintiff having moved the court for an order modifying the taking of his deposition, and it appearing to the court that plaintiff's attorney will not be able to attend said deposition,

IT IS HEREBY ORDERED that the taking of said deposition is hereby rescheduled to November 10, 1980, at 9:30 A.M. in the offices of Johnson & Beckham, 306 Tanner Street, Carrollton, Georgia.

IT IS SO ORDERED, this 17th day of October, 1980.

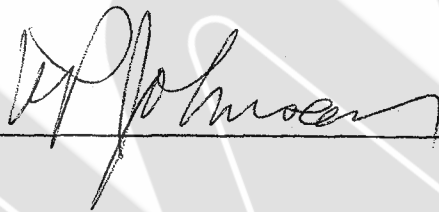
  
DEWEY SMITH, Judge

3

CERTIFICATE OF SERVICE

I do hereby certify that I have served the foregoing motion on defendant by personally handing a copy thereof to her attorney of record, MR. DOUGLAS C. VASSY.

This 17th day of October, 1980.

  
\_\_\_\_\_

*D. P. Johnson*

IN THE SUPERIOR COURT OF CARROLL COUNTY  
STATE OF GEORGIA

---

NEWT GINGRICH,	:	
Plaintiff	:	CIVIL ACTION FILE NO. 15,461
Vs.	:	
JACQUELINE B. GINGRICH,	:	<u>O R D E R</u>
Defendant	:	

The above captioned matter having come on before this Court on the 21st day of October, 1980 for a temporary hearing and the Court having heard testimony from both parties, IT IS HEREBY ORDERED AND DECREED:

1.

That the wife shall have temporary custody and control of the parties' two (2) minor children, to-wit: LINDA KATHLEEN GINGRICH and JACQUELINE SUE GINGRICH, until further Order of this Court, and the husband shall have the right to visit with said children at any and all reasonable times and places.

2.

The wife shall have temporary possession of the parties' residence located at 151 Howell Road, Carrollton, Georgia, as well as temporary exclusive possession of all the household furniture, kitchen utensils and appliances located therein.

3.

The husband shall be responsible for and maintain the present mortgage payments due on said residence in Carrollton, Georgia, including the taxes and insurance due on said residence, which are presently included in the mortgage payments, until further Order of this Court.

4.

The parties' child, LINDA KATHLEEN GINGRICH, shall have temporary possession and use of the Volkswagon automobile now

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CLERK \_\_\_\_\_ COURT  
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in her possession. The wife shall have temporary possession and use of the 1976 Chevrolet Impala now in her possession, and the husband shall be responsible for and pay the monthly lease payments on said automobile due to Thornton Chevrolet until further Order of this Court.

5.

The husband shall pay all outstanding utility bills incurred at the parties' house located on Howell Road in Carrollton, Georgia as of October 21, 1980, said bills to be paid instant. The wife shall henceforth from said date be responsible for paying the utilities at said Carrollton home place until further Order of this Court.

6.

The husband shall be responsible for and pay all medical bills incurred by the wife and the minor children, to include dental and orthodontic expenses, until further Order of this Court.

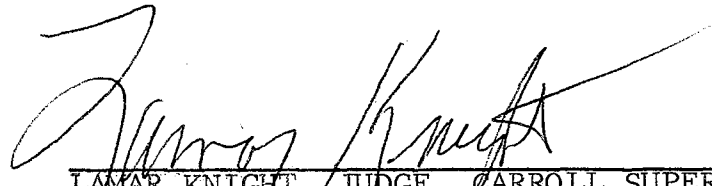
7.

The husband shall pay to the wife as child support the sum of \$150.00 per month per child, said payments to commence on the first day of November, 1980, and continuing on the first day of each succeeding month until each child shall reach the age of eighteen (18), die, marry or become self-supporting, or until further Order of this Court, whichever shall occur first. In addition, the husband shall pay to the wife as alimony the sum of \$400.00 per month, said payments to commence on the first day of November, 1980, and continuing on the first day of each succeeding month until further Order of this Court.

8.


The husband shall pay to the wife's attorney, Edward E. Bates, Jr., the sum of \$750.00, said amount to be due on or before April 1, 1981, on account.


IT IS SO ORDERED, this 17<sup>th</sup> day of Dec,  
1980.

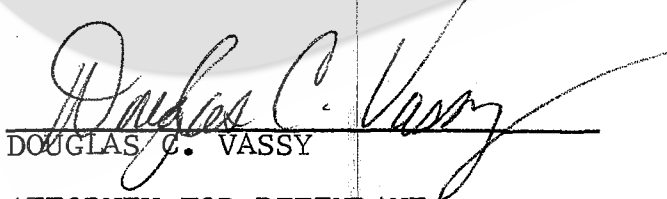
  
LAMAR KNIGHT, JUDGE, CARROLL SUPERIOR  
COURT, COWETA JUDICIAL CIRCUIT

CONSENTED TO AND

APPROVED BY:

  
WILLIAM P. JOHNSON  
ATTORNEY FOR PLAINTIFF

  
EDWARD E. BATES, JR.  
ATTORNEY FOR DEFENDANT

  
DOUGLAS C. VASSY  
ATTORNEY FOR DEFENDANT

IN THE SUPERIOR COURT OF CARROLL  
COUNTY, STATE OF GEORGIA

NEWT GINGRICH, :  
Plaintiff, : CIVIL ACTION FILE  
Vs. : NO. 1500461  
JACQUELINE B. GINGRICH, :  
Defendant. :

NOTICE TO TAKE DEPOSITION

TO: NEWT GINGRICH, Plaintiff, and his attorney,  
William P. Johnson, 306 Tanner Street,  
Carrollton, Georgia 30117

YOU ARE HEREBY notified that on the 14th day of January, 1981, at 9:00 A.M., in the offices of VASSY, MECKLIN & PYLES, 401 Tanner Street, Carrollton, Georgia 30117, the Defendant will proceed to take the deposition of NEWT GINGRICH, Plaintiff, upon oral examination pursuant to Sections 26 and 30 of the Georgia Civil Practice Act. The deposition will be taken before an officer duly authorized by law to take depositions. This deposition will be taken for the purposes of discovery, cross-examination and all other purposes authorized by law to take depositions. This deposition will be taken for the purposes authorized by Georgia law. The oral examination will continue from day to day until its completion. You may attend and examine.

This 9th day of January, 1981.

HURT, RICHARDSON, GARNER, TODD & CADENHEAD

By:

*Edward E. Bates Jr.*

EDWARD E. BATES, JR.  
Attorney for Defendant

1100 Harris Tower  
Peachtree Center  
233 Peachtree Street, N.E.  
Atlanta, Georgia 30043  
(404) 525-1100

VASSY, MECKLIN & PYLES

By:

*Douglas C. Vassy*

DOUGLAS C. VASSY  
Attorney for Defendant

401 Tanner Street  
Carrollton, Georgia 30117  
(404) 832-2465

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Writ 113 DA 830



CERTIFICATE OF SERVICE

I hereby certify that I have this date served counsel for Plaintiff, WILLIAM P. JOHNSON, 306 Tanner Street, Carrollton, Georgia 30117, in the foregoing action with a copy of the within and foregoing Notice to Take Deposition of Newt Gingrich by depositing a copy of same in the United States mail with sufficient postage affixed thereto and properly addressed.

This 9th day of January, 1981.

  
\_\_\_\_\_  
ATTORNEY FOR DEFENDANT

IN THE SUPERIOR COURT FOR THE COUNTY OF CARROLL  
STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff

vs

JACQUELINE B. GINGRICH,

Defendant

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CIVIL ACTION,

FILE NO. 15,461

MOTION FOR JUDGMENT ON THE PLEADINGS

Comes now the plaintiff, NEWT GINGRICH, in the above captioned divorce action, and moves the Court for a judgment on the pleadings on the grounds that:

1.

The defendant acknowledged service of said complaint for divorce on July 28, 1980.

2.

The marriage between the parties is irretrievably broken, and there is no chance of reconciliation.

3.

More than thirty-one (31) days have passed since service of the complaint upon the defendant.

WHEREFORE, plaintiff moves the Court for a divorce decree on the pleadings, as there is no issue of fact for the Court, without a jury, to determine.

JOHNSON & BECKHAM

BY: J. Eugene Beckham, Jr.

ATTORNEYS FOR PLAINTIFF

IN THE SUPERIOR COURT OF CARROLL COUNTY  
STATE OF GEORGIA

NEWT GINGRICH, :  
Plaintiff :  
Vs. : CIVIL ACTION FILE NO. 15,461  
JACQUELINE B. GINGRICH, :  
Defendant :

FINAL JUDGMENT AND DECREE

Upon consideration of this case upon pleadings filed as provided by law, it is the judgment of the Court that a total divorce be granted, that is to say, a divorce a vinculo matrimonii, between the parties to the above-styled case, upon the grounds that the marriage is irretrievably broken as provided by law and that there is no chance of reconciliation of the parties herein.

AND IT IS CONSIDERED, ORDERED AND DECREED by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into, and the plaintiff and defendant, formerly husband and wife, in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever.

The plaintiff herein shall have the right to remarry and the defendant shall have the right to remarry.

IT IS ORDERED, DECREED AND ADJUDGED that the Agreement entered into by and between the parties dated January 31, 1981, the original of which is annexed hereto, marked as "Exhibit A," and made a part hereof, is incorporated into and made a part of this Final Judgment and Decree as fully as if set forth verbatim herein; and the parties and each of them are ordered and directed

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CLERK SUPERIOR COURT

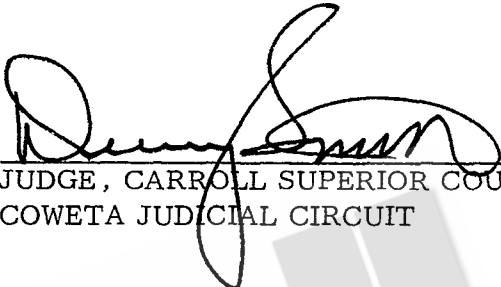
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PAGE TWO

to comply with each and every provision thereof, lest they subject themselves to the contempt of this Court.

AND IT IS SO ORDERED, this 2<sup>nd</sup> day of February,

19 81 .

  
\_\_\_\_\_  
JUDGE, CARROLL SUPERIOR COURT  
COWETA JUDICIAL CIRCUIT

IN THE SUPERIOR COURT FOR THE COUNTY OF CARROLL  
STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff,

vs.

JACQUELINE B. GINGRICH,

Defendant.

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CIVIL ACTION

FILE NO. 1500461

AGREEMENT

THIS AGREEMENT, made and entered into by and between  
JACQUELINE B. GINGRICH (hereinafter called "Wife") and NEWT  
GINGRICH (hereinafter called "Husband");

WITNESSETH:

WHEREAS, the parties to this Agreement were married on  
the 19th day of June, 1962;

WHEREAS, the parties separated on or about June 14,  
1980, and are now living in a bona fide state of separation,  
and acknowledge that there exists no chance of reconciliation;

WHEREAS, there are minor children the issue of the  
marriage, to wit: LINDA KATHLEEN, born March 29, 1963, and  
JACQUELINE SUE, born November 16, 1966 (hereinafter referred to  
as the "Children").

WHEREAS, the parties desire to settle all matters of  
alimony, custody, child support, division of property,  
attorneys fees, and all other claims each may have against the  
other; and

WHEREAS, the parties hereto are acting freely and  
voluntarily, under no compulsion or duress, and in  
consideration of the present financial circumstances and  
earning capacity of each of the parties, with a view to  
equitably terminating through due process of law the contract  
of marriage heretofore entered into between the parties;

EXHIBIT A

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

1.

The parties shall continue to live separate and apart and each shall be free from the interference, molestation, authority and control, direct or indirect, by the other as fully as if sole and unmarried.

2.

Husband shall pay to Wife as child support for the support and maintenance of each of the minor children the sum of \$200.00 per month per child for a current total of \$400.00 per month. Said payments shall be made in two equal semi-monthly installments, commencing on the 1st day of February, 1981, and continuing on the 1st and 15th days of each month thereafter until each respective child dies, marries, becomes fully self-supporting or otherwise emancipated, reaches the age of eighteen (18) years, or Husband dies, whichever shall first occur.

Provided that, in the event any of said Children attend college or other post-high school educational institution on a fulltime basis, the child support payments for each respective child herein shall not cease when that Child reaches the age of eighteen (18) years, but shall be continued until that Child reaches the age of twenty-three (23) years or completes a regular four (4) year college education, whichever occurs first.

3.

Husband shall, in addition to child support payments herein set forth, pay within thirty (30) days of billing, all

medical, dental, orthodontic, and prescription drug expenses for each of the Children so long as he is obligated to make child support payments pursuant to this Agreement.

4.

Husband agrees to pay the premiums for medical and dental insurance coverage for the children, such insurance providing hospitalization and major medical benefits for expenses covered by the policy carried by him. If the policy actually carried by Husband does not provide such benefits, Husband shall pay any expenses which should be covered hereunder.

5.

Husband shall provide medical and hospitalization insurance or shall pay all medical and hospital costs incurred by Wife unless and until Wife is able to convert her dependent coverage under Husband's present insurance to an individual policy in her name with the same coverage and without medical examination. It is the purpose of this provision to insure that Wife continues to be covered by medical and hospitalization insurance for her pre-existing conditions. Husband and Wife shall each use reasonable diligence to take any and all further steps necessary to obtain such insurance coverage. Wife shall notify Husband in writing when such medical and hospitalization insurance coverage is in effect on her.

6.

For income tax purposes, JACQUELINE SUE GINGRICH shall be considered and returned exclusively as the dependent of Wife and not of Husband for the calendar year of 1981, and thereafter. LINDA KATHLEEN GINGRICH shall be considered and returned exclusively as as the dependent of Husband and not of

Wife for the calendar year 1981, and thereafter so long as Husband meets his obligations in this Agreement.

7.

Husband shall pay to Wife as alimony the sum of One Thousand dollars (\$1,000.00) per month commencing on February 1, 1981 and continuing on the 1st day of each month thereafter until Wife shall die or remarry or Husband shall die, whichever event shall first occur.

Provided however, said payments shall be adjusted in accordance with any increase in Husband's gross annual income as follows:

<u>Husband's Gross Annual Income in any Calendar Year</u>	<u>Monthly Support to Wife</u>
Between \$77,500 and \$85,000	\$1,100
Between \$85,000 and \$92,000	\$1,200
Between \$92,500 and \$100,000	\$1,300

In the event Husband's gross annual income should exceed \$100,000 the monthly payments to Wife shall continue at the \$1,300 level unless Wife should obtain modification by agreement or court action. Each party waives the statutory right to modify alimony where Husband's income is in the range of his present gross income and up to \$100,000.

8.

Contemporaneously with the execution of this Agreement, Wife shall execute a Quitclaim Deed from herself to Husband conveying to him all her right, title and interest in the real property known as 9223 Kristin Lane, Fairfax, Virginia, subject to any mortgage or other lien presently outstanding on said property, which Husband shall assume and pay. Husband hereby agrees to hold Wife harmless for and fully indemnify her against any liability with respect to said property.



9.

Husband hereby transfers and conveys to Wife his one-half (1/2) undivided interest in certain improved real property known as 151 Howell Drive, Carrollton, Carroll County, Georgia, subject only to the first mortgage presently outstanding on said property, which Wife shall hereafter assume and pay. Husband shall pay the second mortgage on said property and hold Wife harmless from same. In the event that the Virginia property of the parties known as 9223 Kristin Lane, Fairfax, Virginia is sold, the second mortgage on the Carrollton residence of Wife shall be paid off out of the proceeds of such sale. Husband hereby represents and warrants that there are no liens or encumbrances against said property except for the first and second mortgages held by Carrollton Federal Savings & Loan and any easements and restrictions of record and that all monthly payments on the first mortgage are current. Husband represents that the property taxes for the year 1980 have been paid and that the property is presently covered by homeowner's insurance. In order that this transfer may be properly recorded in the Carroll County records, Husband promises to execute on or before the date of this Agreement a warranty deed in recordable form in favor of Wife conveying the aforesaid property to her. Husband shall transfer any interest he may have in any escrow account and homeowners insurance connected with said property to Wife and deliver to her all payment books and other records and documents relating to said property which are in his possession.

10.

(a) All furniture, fixtures, rugs, draperies, curtains, china, silverware, glassware, flatware, household equipment and furnishings in the residence at 151 Howell Drive,

Carrollton, Georgia, are agreed to be the property of Wife, with the exception of Husband's personal clothing and effects, and such items which are agreed to be the property of Husband by the parties. Husband does hereby grant, bargain, sell, and convey any and all interest he may have in such property to Wife.

(b) All furniture, fixtures, rugs, draperies, curtains, china, silverware, glassware, flatware, household equipment, and furnishings in the Virginia residence at 9223 Kristin Lane, Fairfax, Virginia or at Husband's present address of 927 South 26th Street, Arlington, Virginia, are agreed to be the property of Husband, with the exception of Wife's personal clothing and effects, if any, and such items which are agreed by the parties to be the property of Husband. Wife does hereby grant, bargain, sell, and convey any and all interest she may have in such property to Husband.

11.

Division of all personal property not otherwise expressly mentioned herein has already occurred to the satisfaction of both parties.

12.

Husband does hereby grant and convey to Wife his interest in the leased 1978 Chevrolet Impala automobile now being used by Wife. Husband shall continue to pay all amounts called for under the lease of said automobile and at the end of said lease shall make whatever payments may be necessary, and execute whatever documents necessary, to transfer the title to said vehicle to Wife free and clear of any encumbrances.

13.

Custody of the minor children is vested in Wife subject to reasonable rights of visitation for Husband.

Husband shall have the right to have said Children visit with him at reasonable times and for reasonable periods of time, accompanying him on trips, vacations, both in and out of town, and to be with him as frequently as Husband and each Child shall desire. Husband agrees that he will attempt to accomodate any conflicting schedules of the Children. Both parties agree that they will consult with the Children on matters of visitation, vacations, trips, and so forth, since the Children are at the age at which they can exercise their own discretion in scheduling visitation.

This Agreement cannot provide for every possible detail with respect to the custody of the Children. In that regard, the parties agree to cooperate and consult with each other so as to carry out visitation in a manner conducive to the best interests of the Children. Neither party shall attempt to influence any of the Children not to love and respect the other parent. Each party agrees to keep the other informed of the health and whereabouts of the Children while having custody of or visitation with all or any of them.

14.

Nothing in this Agreement shall be deemed a waiver by either party, if he or she is the surviving parent, of his or her right to be the guardian of the person of said minor Children.

15.

Husband shall arrange mutually with each Child and pay the expenses for an appropriate college and graduate or professional school education for each respective Child consistent with the desires and capabilities of the respective Child and the financial resources of Husband at such time as the Child desires to attend college or graduate school. The

term "college" as used herein shall include business and technical schools of any nature.

16.

Husband agrees to indemnify and hold Wife harmless from any claims, assessments, liability, or loss whatsoever imposed by any state government or by the federal government on account of any taxes on income heretofore earned or received by Husband, as well as any such liabilities imposed in connection with any income tax returns which may have been jointly filed by Husband and Wife.

17.

In order to assure that sufficient funds are available for the support of Wife and the support and education of the Children in the event of Husband's untimely death, Husband agrees to maintain and pay the premiums for life insurance on his life with death benefits of not less than \$100,000, so long as Husband has obligations of support or education for said Children as provided in this Agreement. Husband shall make said death benefits payable to Wife for the benefit of herself and the Children.

18.

Husband warrants that the premiums will be paid by him for said insurance promptly as they come due and that he will furnish Wife written evidence during the month of January of each year that such insurance remains in force and of the name(s) and complete current address(es) of the insurance company or companies issuing said policy or policies and the policy number of each such policy carried by Husband in compliance with this Agreement.

19.

Husband's obligations to carry insurance pursuant to this Agreement shall be binding on his estate. In the event of Husband's death, the amount of the difference, if any, between the amount of life insurance proceeds actually maintained and provided by Husband in compliance with this Agreement and the amount of proceeds Husband is obligated to provide under the terms of this Agreement shall be paid from his estate to Wife.

20.

Husband agrees to pay to Hurt, Richardson, Garner, Todd & Cadenhead, Attorneys for Wife, the sum of \$ 7,209.04 in full settlement of any claims Wife may now or hereafter have against Husband for attorneys fees in connection with this Agreement and any action for alimony or divorce which is now pending or may be filed by either party. Said sum shall be due and payable to said firm 90 days after the date on which this Agreement is executed.

21.

This Agreement and the application and interpretation thereof shall be governed exclusively by the laws of the State of Georgia.

22.

Both parties hereto shall execute all documents, perform all acts, and do all things to transfer any of the assets or to effectuate any of the provisions and conditions set forth herein.

23.

This Agreement shall be fully binding on the parties and their heirs, legatees, executors, administrators, and assigns. The parties further agree that this Agreement may be

submitted to the Carroll County Superior Court in Civil Action No. 1500461, or in any other action for divorce filed by either party against the other, and that this Agreement, if approved by said Court, shall become a part of any interim order or final decree in said action, and shall constitute the sole agreement and decree relating to all matters to which this Agreement refers to the end that the Court shall embody in any such interim order or final decree of divorce or alimony this Agreement and terms hereof with respect to the matters herein contained.

24.

This Agreement constitutes the entire agreement between the parties and supersedes any and all agreements previously made by them.

25.

Except for the rights of modification which have been hereby expressly reserved, no modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by both of the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

26.

Each party understands that, by executing this Agreement, he or she hereby waives and releases any right or claim including, but not limited to, the right to dower, curtesy, year's support, and any rights of inheritance pursuant to the laws of intestacy that he or she may have against the other or his or her estate by reason of the marriage of the parties except for those rights and claims for which this Agreement provides. Both parties waive any legal right he or

she may have to be appointed administrator of the estate of the other. All property received or retained by either party under this Agreement, whether or not such property is specifically mentioned herein, shall be and remain the separate property of the party receiving or retaining said property and shall be free from any claim by the other or his or her estate.

27.

Notwithstanding the incorporation of this Agreement into any final judgment and decree of divorce between the parties, this Agreement shall not be merged into any decree but shall survive independently of such final judgment and decree.

28.

Except as otherwise set out in this Agreement, Husband and Wife shall not at any time hereafter contract any debts, obligations, or other liabilities whatsoever for which the other, or his or her property or estate, shall become or may become liable or answerable. Each party shall deliver to the other promptly any credit cards in his or her possession for any charge accounts maintained in the name of the other. All accounts on which both parties are liable shall be closed by Husband in writing with a copy to Wife.

29.

The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each page of the Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have sought and obtained legal advice independently of each other; that they have been duly apprised of their respective legal rights; that all the provisions hereof, as well as all

questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; and that they clearly understand and assent to all the provisions hereof.

30.

In the event any paragraph or paragraphs of this Agreement shall be declared invalid or void by any court, such declaration shall not invalidate the entire Agreement and all other paragraphs of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on the 31<sup>st</sup> day of January, 1988.

Signed, sealed and delivered  
as to Plaintiff,  
in the presence of:

PLAINTIFF

J. F. R. R.  
Notary Public

Newt D. Irving (SEAL)

APPROVED BY:

J. F. R. R.  
Attorney for Plaintiff

Signed, sealed and delivered  
as to Defendant,  
in the presence of:

DEFENDANT

Notary Public

Jaqueline B. H. H. H. (SEAL)

APPROVED BY:

Edward E. Bates, Jr.  
Attorney for Defendant