BOOK 4670 PAGE 29

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

42-16-165
51-8-157
42-14-R101
PM

JAMES A. PIQUE )
)
VS ) No. 65876
)
LAURA BURRUS PIQUE )

FINAL DECREE

This cause came on to be heard before the Honorable Rebecca Thomas, Special Judge, on this, the 31st day of October, 1972, upon the original complaint, and answer of the defendant, the testimony of witnesses, the property settlement agreement stated orally to the Court by the attorneys representing the respective parties, the further statement of counsel and the entire record in this cause; from all of which the Court finds that the defendant, Laura Burrus Pique, has been guilty of such cruel and inhuman treatment or conduct toward the plaintiff, James A. Pique, as renders further cohabitation unsafe and improper; that the plaintiff, James A. Pique, should be awarded an absolute divorce from the defendant, and be restored to all the rights and privileges of an unmarried person; that the parties, as stated by counsel of record, have agreed upon the following distribution of the property accumulated during their marriage: (1) That all right, title and interest of the plaintiff in and to the residence owned by the parties and located at 136 Graycroft Drive, Madison, Davidson County, Tennessee, should be divested out of him and vested in the defendant, (2) That all right, title and interest of the plaintiff in and to the household goods, furnishings and appliances of the parties located at the residence of the parties at 136 Graycroft Drive should be divested out of him and vested in the defendant, (3) That any remaining right, title and interest of the plaintiff in and to the 1968 Buick Skylark automobile should be divested out of him and vested in the defendant, (4) That the plaintiff shall pay to the defendant for her interest in the remainder of the estate accumulated by the parties the sum of $63,000.00 at the rate of

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$375.00 per month beginning November 1, 1972, and the same amount of payment on the 1st day of each and every successive month thereafter until and including the 1st day of October 1982, and the sum of $150.00 per month beginning November 1, 1982, and the same amount of payment thereafter on the 1st day of each successive month, the last of such payments being on October 1, 1992, (5) That the plaintiff should pay to the defendant as and for alimony the sum of $150.00 per month beginning November 1, 1982, and thereafter on the same day of each successive month the same amount of payment until the remarriage of the defendant, the death of the defendant or the death of the plaintiff, whichever shall first occur, (6) That the plaintiff shall maintain hospitalization insurance on the defendant equivalent in coverage to that which is now provided for the defendant by the plaintiff and cause the insurance company to give the defendant notice annually of its policy renewal, (7) That the plaintiff shall keep in full force and effect Safeco Policy No. 3380212 in the amount of $20,000.00, I.N.A. Policy No. 24778 in the amount of $15,000.00 and N.S.L.I. Policy No. V5082080 in the amount of $5,000.00, and shall cause the defendant to be made beneficiary thereunder, and shall furnish to the defendant an annual notice from the insurance companies of these policy renewals, (8) That any and all, right, title and interest of the plaintiff in and to any and all checking accounts, savings accounts, stocks and bonds now held by the defendant in her name should be divested out of him and vested in her, (9) That the plaintiff shall pay to the Honorable Joe M. Haynes the sum of $138.75 representing the costs of depositions heretofore taken in this cause, (10) That the plaintiff shall pay Virginia Wells, Court Reporter, for her services rendered in this cause, (11) That the plaintiff shall pay to the Honorable Joe M. Haynes the amount of $750.00 for his representation of the defendant in this cause, and (12) That any and all right, title and interest of the defendant in and to any and all remaining property

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owned by the parties, including, but not limited to, the shares of stock in the Frost Insurance Agency, Inc., the real property located at 130 Emmett Avenue, Madison, Davidson County, Tennessee, and the real property located on Madison Street, Madison, Davidson County, Tennessee, should be divested out of the defendant and vested in the plaintiff, which agreement the Court finds to be fair and equitable and approves the same to be incorporated into the final decree; and that the plaintiff should pay the costs of this cause.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all right, title and interest of the plaintiff in and to the following described real property owned by the parties located at 136 Graycroft Drive, Madison, Davidson County, Tennessee, be, and the same is hereby, divested out of the plaintiff and vested absolutely in the defendant:

> LAND in Davidson County, Tennessee, being parts of Lots Nos. 1 and 2 on the unrecorded subdivision of a lot known as the Dower Tract, as shown on the Plan of the Phillip Walker Lands, of record in Will Book 10, page 111, County Court Clerk's Office for said County, being parts of Lots Nos. 1 and 2 on the Map of Subdivision of the Slate Farm, not of record, in the 11th Civil District of said County and State, described according to a survey made by H. Gee, 2-3-59 as follows:
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> BEGINNING at a point in the easterly margin of Graycroft Road, said point being 1265 feet north of Chadwell Drive; thence with the margin of Graycroft Road, north 2 deg. 42' east 135.0 feet to a point; thence north 87 deg. 00' west 370.2 feet; thence south 2 deg. 37' west 128.1 feet to a point; thence south 86 deg. 00' east 370.0 feet to the point of beginning.
>
> BEING the same property conveyed to James A. Pique and wife, Laura B. Pique, by deed from R. R. Mincy and wife, Mariam Mincy, of record in Book 2923, Page 15, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all right, title and interest of the plaintiff in and to the household goods, furnishings and appliances of the parties located at the residence of the parties at 136 Graycroft Drive, Madison, Tennessee, be, and the same is hereby, divested out of the plaintiff and vested in the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that any remaining right, title and interest of the plaintiff in and to the 1968 Buick Skylark automobile be, and the same is hereby, divested out of the plaintiff and vested in the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff shall pay to the defendant for her interest in the remainder of the estate accumulated by the parties the total sum of $63,000.00 at the rate of Three Hundred Seventy-Five ($375.00) Dollars per month beginning November 1, 1972, and the same amount of payment on the 1st day of each and every successive month thereafter until and including the 1st day of October 1982, and the sum of One Hundred Fifty ($150.00) Dollars per month beginning November 1, 1982, and the same amount of payment thereafter on the 1st day of each successive month through October 1, 1992, and for which execution may issue if necessary, but said execution shall be stayed so long as these payments are made timely.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff pay to the defendant as and for alimony the sum of One Hundred Fifty ($150.00) Dollars per month beginning November 1, 1982, and thereafter on the same day of each and every successive month the same amount of payment until the remarriage of the defendant, the death of the defendant or the death of the plaintiff, whichever shall first occur.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff shall maintain hospitalization insurance on the defendant equivalent in coverage to that which is now provided for the defendant by the plaintiff and further cause the insurance company to give annual notice of the policy renewal to the defendant.



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IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff shall keep in full force and effect Safeco Policy No. 3380212 in the amount of $20,000.00, I.N.A. Policy No. 24778 in the amount of $15,000.00 and M.S.L.I. Policy No. V5082080 in the amount of $5,000.00, and shall cause the defendant to be made beneficiary thereunder, and further cause her to receive annual notice from the insurance companies of the policy renewals.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that any and all right, title and interest of the plaintiff in and to any and all checking accounts, savings accounts, stocks and bonds now held by the defendant in her name be, and the same is hereby, divested out of the plaintiff and vested in the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff shall pay to The Honorable Joe M. Haynes the sum of One Hundred Thirty-Eight and 75/100 ($138.75) Dollars representing the costs of depositions heretofore taken in this cause, for which execution may issue, if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff shall pay Virginia Wells, Court Reporter, for her services rendered in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff shall pay to The Honorable Joe M. Haynes the amount of Seven Hundred Fifty ($750.00) Dollars for his representation of the defendant in this cause, for which execution may issue if necessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that any and all right, title and interest of the defendant in and to the following described parcels of real property be, and the same is hereby, divested out of the defendant and vested in the plaintiff:

TRACT NO. 1

LAND in Davidson County, Tennessee, being Lot No. 6 of Block "1" on the revised plan of Power and Roth's Madison Park Subdivision, as of record in Book 843, page 7, Register's Office for said County. 51-8 P57

SAID Lot No. 6 fronts 60 feet on the southerly side of Emmett Avenue and runs back between parallel lines 200 feet to a dead line.

TRACT NO. 2

A TRACT of land in the 11th, formerly the 19th, Civil District of Davidson County, Tennessee, and as recorded in Plat Book _____, page _____, said Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

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COMMENCING at an iron pin set in concrete in the southerly margin of Madison Street at the NE corner of the grantors property and NW corner of the Life & Casualty property; thence S 16° 39' W 238.01 feet; thence N 80° 54' W 100.00 feet; thence N 81° 01' W 78.00 feet; thence N 10° 04' E 234.40 feet to a railroad spike; thence S 81° 23' E 205.30 feet along the south margin of Madison Street to the point of beginning.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that any and all right, title and interest of the defendant in and to any and all remaining property owned by the parties, including, but not limited to, the shares of stock in the Madison-Old Hickory Agency, Ltd., and the shares of stock in the Frost Insurance Agency, Inc., be, and the same is hereby, divested out of the defendant and vested in the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff shall pay the costs of this cause, for all of which execution may issue, if necessary.

Enter this 22 day of Nov. 1972

/s/ Rebecca Thomas
SPECIAL JUDGE

APPROVED FOR ENTRY:

James A. Pique

Attorney for James A. Pique

Laura Burrus Pique
Laura Burrus Pique

Attorney for Laura Burrus Pique

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Mail for Hargrove
1601 1/2 Broadway Ste
Nash Tenn

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IDENTIF. REFERENCE

Jan 4 4 22 PM '73

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

JAN-4-73 MISC A* 14.00 * 14.00

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# 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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* JAMES A. PIQUE *Plaintiff, and* LAURA BURRUS PIQUE *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* 4th *day of* January *in the year one thousand nine hundred and* seventy-three *and in the* 197th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* Gayle Jennings, *D. C.*