RECORDER'S MEMO
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

BOOK 4826 PAGE 671

MB 87C
Page 1539

MARY CRAIGE KIMBROUGH EDGE, Plaintiff

vs. NO. 72048

JOHN SHERMAN EDGE, Defendant

IN THE FOURTH CIRCUIT COURT

Map 130-7
Par. 25

OF

DAVIDSON COUNTY, TENNESSEE

JUN 19 MISC A* 14.00 * 14.00

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on May 14, 1974, before the Honorable Benson Trimble, Judge, holding the Fourth Circuit Court of Davidson County, Tennessee, at Nashville, upon the Complaint for Absolute Divorce, answer of defendant, testimony of plaintiff and her two witnesses, who were heard in open Court, the Property Settlement and Custody Agreement which has been filed and made a part of the record herein, statement of counsel and the entire record; and it appearing to the satisfaction of the Court that the defendant did not desire to contest plaintiff's action for divorce, that from all of the proof, the Court finds that the defendant has been guilty of such cruel and inhuman treatment or conduct towards plaintiff as to render further cohabitation unsafe and improper, and that the plaintiff is entitled to be awarded an absolute divorce from defendant; wherefore,

It is, accordingly, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between the parties be, and they are hereby, forever and perpetually dissolved; that the plaintiff, Mary Craige Kimbrough Edge, be, and she is hereby, awarded an absolute divorce from the defendant, John Sherman Edge; and that plaintiff be, and she hereby is, restored to all of the rights and privileges of an unmarried person. And it appearing to the satisfaction of the Court that the parties hereto have executed a Property Settlement and Custody Agreement, which is in words and figures as follows:

"PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

This contract made and entered into on this 10th day of April, 1974, by and between MARY CRAIGE KIMBROUGH EDGE, hereinafter called "PLAINTIFF", and JOHN SHERMAN EDGE, hereinafter called "DEFENDANT", both of whom are legal residents of Nashville, Davidson County, Tennessee.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

W I T N E S S E T H:

WHEREAS, the PLAINTIFF and DEFENDANT are wife and husband, respectively;

WHEREAS, the PLAINTIFF has filed a Complaint for Absolute Divorce against the DEFENDANT in a certain proceeding styled Mary Craige Kimbrough Edge vs. John Sherman Edge, File Number 72048, in the Fourth Circuit Court for Davidson County, Tennessee, at Nashville; and

WHEREAS, the PLAINTIFF and DEFENDANT have agreed upon a Property Settlement and Custody Agreement resolving, insofar as it is proper to do so, a fair and equitable division of their property, alimony in futuro and in solido for PLAINTIFF, and custody of and support and maintenance for their minor child, namely, John Sherman Edge, Jr., who was born on January 18, 1971; and they do desire to reduce said Property Settlement and Custody Agreement to writing, with the understanding that, as between the parties, this agreement will be subject to the approval of the Court having jurisdiction of the parties' divorce action at the time of a final hearing thereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the promises and agreements hereinafter set forth, the parties agree as follows:

1. PLAINTIFF shall have the custody of the parties' minor child, John Sherman Edge, Jr., with the right in DEFENDANT to visit said child at reasonable times and places.

2. Effective for the month after the month in which the PLAINTIFF may be awarded an Absolute Divorce from the DEFENDANT, and continuing monthly thereafter as hereinafter provided, the DEFENDANT shall pay to PLAINTIFF, no later than the fifth day of each such month, the sum of Three Hundred ($300.00) Dollars as periodic alimony and said monthly payments shall continue until the death or remarriage of said PLAINTIFF.

3. Effective for the month after the month in which the PLAINTIFF may be awarded an Absolute Divorce from the DEFENDANT, and continuing monthly thereafter pending further orders of the Court, the

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

DEFENDANT shall pay to PLAINTIFF, no later than the fifth of each such month, the sum of Two Hundred ($200.00) Dollars as child support and maintainence for the use and benefit of the parties' minor child.

4. DEFENDANT agrees that all of his right, title and interest in and to certain improved real estate located at 4407 Harding Place, Nashville, Davidson County, Tennessee, a complete description of which will be included in a Final Decree of Divorce, shall be divested out of him and all right, title and interest in and to said property shall be vested in the PLAINTIFF, in fee simple absolute, as her sole and separate property, representing alimony in solido, free from any claim thereon by the said DEFENDANT with the obligation in said PLAINTIFF to assume and pay for any indebtednesses thereon and to hold said DEFENDANT harmless thereon.

It is further understood and agreed between the parties that all current monthly mortgage payments on said property shall be paid by the DEFENDANT for a period of time not to exceed the month in which PLAINTIFF may be awarded an Absolute Divorce; and the obligation of PLAINTIFF to assume the indebtedness on said property, including the monthly mortgage payments thereon, shall commence as of the month after the month in which she may be awarded an Absolute Divorce from the DEFENDANT.

5. The parties acknowledge that they have effectuated a suitable and satisfactory division of all of their household goods, furnishings, furniture and other personal effects and they do agree that each party presently has in his and her possession all of the items in accordance with their agreement and that said items presently in the possession of each of the parties hereto shall become his and her sole and separate property, free from any claim thereon by the other.

6. PLAINTIFF agrees to furnish major medical and hospital insurance for herself and child so long as she has employment which enables her to have such coverage; however, in the event she does not have such employment enabling her to provide such coverage or in the event she does not work for an employer who would provide such coverage for her and her child, the DEFENDANT agrees to furnish major medical and hospital insurance for PLAINTIFF and the parties' minor child with the

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

coverage for PLAINTIFF to cease on her death or remarriage and for the coverage of the parties' minor child to cease if the PLAINTIFF marries an individual who is able to furnish such coverage as described in this item for said child. The parties agree that PLAINTIFF shall be obligated to notify DEFENDANT whenever such insurance is not available to her or to anyone who may subsequently marry.

7. DEFENDANT agrees to carry and maintain life insurance on his life in the principle amount of Twenty Thousand ($20,000.00) Dollars with the parties' minor child named in said policy or policies as the primary beneficiary thereof. Said DEFENDANT'S obligation in the foregoing respect shall terminate when said child completes four years of college education, or dies, or marries, or reaches age twenty-two, whichever of the foregoing events occurs first.

8. DEFENDANT agrees to pay the costs of a private education for his son from the first grade of elementary school through four years of college; provided, however, that this obligation shall terminate when said son reaches the age of twenty-two years. DEFENDANT further agrees to pay for three years of kindergarden for his son prior to enrolling in an elementary school and he shall be obligated to pay no more than One Hundred Seventy-Five ($175.00) Dollars per year for each of said three years. DEFENDANT agrees further to negotiate and discuss the matter of his son's summer camp activities when the occasion or occasions arise but he is not obligated to reach any conclusion thereon at this time.

9. DEFENDANT agrees to pay the sum of Five Hundred ($500.00) Dollars to be applied on the fees of PLAINTIFF'S solicitor.

10. DEFENDANT agrees to pay the Court costs of the proceeding referred to on page one of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date above set forth in Nashville, Tennessee.

s/ Mary Craige Kimbrough Edge
MARY CRAIGE KIMBROUGH EDGE,
PLAINTIFF

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

s/ Tom H. Proctor, Jr.
WITNESS AS TO PLAINTIFF

s/ John Sherman Edge
JOHN SHERMAN EDGE,
DEFENDANT

s/ Maclin P. Davis, Jr.
WITNESS AS TO DEFENDANT

and said Agreement appearing to be fair and reasonable; and that the above set forth Agreement between the parties should be approved in its entirety and made the judgement of this Court; wherefore,

It is, accordingly, ORDERED, ADJUDGED and DECREED that the Property Settlement and Custody Agreement which is hereinabove set forth in verbatim form, be, and the same is hereby, approved in its entirety and made the judgement of this Court in the same manner and fashion as if every part thereof were separately adjudicated herein.

It is, further, ORDERED, ADJUDGED and DECREED, pursuant to said Agreement, that all right, title and interest which the defendant may have in and to the property located at 4407 Harding Place, Nashville, Davidson County, Tennessee, and legally described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Bransford Realty Company's Subdivision of Lots Nos. 57, 58, 60, 61, 63 and 65 in the New Golf Club Addition, as of record in Book 421, page 149, Register's Office for said County.
>
> Said Lot No. 1 fronts 60 feet on the southerly side of Harding Place and runs back 236.8 feet on the easterly line and 237 feet on the westerly line to the northerly line of Lot No. 62, measuring 59 feet thereon.
>
> Being the same property conveyed to Mrs. Martha B. Miller by deed from David A. Groll, as of record in Book 3788, page 445, said Register's Office.
>
> Subject to restrictive covenants, easements and set-back lines applicable to above described property, easement for water line recorded in Book 957, page 36, Register's Office for Davidson County, Tennessee."

be, and the same is hereby, divested out of him, and all right, title and interest in and to said above described property be, and the same is hereby, vested absolutely in fee simple in the plaintiff, Mary Craige Kimbrough Edge, also known as Mary K. Edge, said award of property being in the form of alimony in solido, free from any claim thereon by the said defendant with the obligation in the said Mary K. Edge to assume and pay for any indebtednesses thereon and to hold said defendant harmless thereon, her obligation as to said indebtednesses to be effective June 1, 1974, and continuing thereafter until liquidated.

It is, further, ORDERED, ADJUDGED and DECREED that the said John Sherman Edge will pay to Mary K. Edge as alimony in solido the sum of Five Hundred ($500.00) Dollars to be applied on the fees of her solicitor, Tom H. Proctor, Jr., for his legal services to plaintiff in this proceeding.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

And it appearing on statement of counsel that the matters should be reserved for future disposition; whereforе,

It is, accordingly, ORDERED, ADJUDGED and DECREED that the following matters be, and they are hereby, reserved for future disposition:

(1) Whether or not the defendant is liable for certain monthly installment payments on the property located at 4407 Harding Place, Nashville, Tennessee, for the period between the filing of the Complaint herein and May 31, 1974; and

(2) What amounts of alimony and child support may be due and owing by defendant to plaintiff pendente lite in accordance with their mutual agreement as to said items.

The costs of this cause are adjudged against the defendant, for which together with all other amounts hereinabove set forth and adjudicated, execution may issue if necessary.

s/ Benson Trimble

JUDGE

APPROVED FOR ENTRY:

Tom A. Priestley, Jr.

T. [illegible]
ATTORNEY AT LAW
1133 [illegible]
NASHVILLE, TENNESSEE 37201

5-15-74

IDENTIF. REFERENCE

C 5 9 5 3 1

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
JUN 19 2 28 PM '74

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

M.B. 87C Page 1539

STATE OF TENNESSEE

BOOK 4826 PAGE 677

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* Mary Craige Kimbrough Edge *Plaintiff, and* John Sherman Edge *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* 19th *day of* June *in the year one thousand nine hundred and* seventy-four *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Gayle Jennings, *D. C.*

CERTIFICATE

I, Tom H. Proctor, Jr., do hereby certify that a copy of this Final Decree of Absolute Divorce has been forwarded by U. S. Mail on May 14, 1974, to Mr. Maclin P. Davis, Jr., Attorney for Defendant, American Trust Building, Nashville, Tennessee 37201.

Tom H. Proctor, Jr.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.