72-4-273

BOOK 1834 PAGE 756

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARGARET LOUISE PARRISH HURT )
)
VS. ) NO. 67412
)
ADAM HENRY HURT, JR. )

AMENDED ORDER

This cause came on to be heard before the Honorable Jack Norman, Jr. Special Judge, this 23rd day of April, 1974, upon the original complaint, testimony of the plaintiff and witnesses heard in open Court, statement of counsel, property settlement entered into between the parties and the entire record, from all of which the Court finds, that the defendant is guilty of the charges allged in the complaint and that the plaintiff is entitled to an absolute divorce from the bonds of matrimony presently subsisting between her and the defendant and that she should be restored to all the rights and privileges of an unmarried person.

The cause came on for further hearing before the Court on motion of complainant to include in the final decree of divorce a divestiture of defendant's right, title and interest in and to the real estate jointly owned by the parties, and a complete description of this real estate, inasmuch as the defendant has failed to execute the necessary documents, deeds and muniments of title as provided in the original order, which motion the Court is pleased to grant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Margaret Louise Parrish Hurt, be granted an absolute divorce from the bonds of matrimony presently subsisting between her and the defendant Adam Henry Hurt, Jr., and she is restored to all of the rights and privileges of an unmarried person.

The Court further finds that the property settlement agreement entered into by and between the parties is reasonable and proper

with the additional provision that the defendant shall pay all taxes assessed against the real estate as well as the transfer fees and recording fees for recording the deed or copy of this decree.

It is therefore further ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement entered into by and between the parties be, and the same hereby becomes the order of this Court as follows:

"PROPERTY SETTLEMENT AGREEMENT

This agreement entered into by and between Margaret Louise Parrish Hurt, hereinafter referred to as plaintiff, and Adam Henry Hurt, Jr. hereinafter referred to as defendant, this ____ day of _____, 1973.

WITNESSETH:

WHEREAS, the parties have experienced extreme marital difficulties which has resulted in the filing of a separate maintenance petition on September 20, 1972; and,

WHEREAS, it appears that the marital difficulties are irreconcilable and it is contemplated that plaintiff will file a petition for an absolute divorce; and,

WHEREAS, without in any measure endeavoring to determine the question of divorce, but in an effort to aid and assist the Court in separating the property interests of the parties, and concerning the matter of support for the minor children, the parties do hereby enter into this property settlement agreement;

1. It is agreed by and between the parties that defendant will pay all present outstanding obligations, which are enumerated and attached to this agreement as exhibit 1. In addition, if there are any outstanding obligations which do not appear on this list but which have been incurred for family purposes, such obligations will be paid by the defendant.

2. Defendant will pay to plaintiff the sum of Two Hundred Seventy-Five ($275.00) Dollars per month for the support, education and maintenance of the minor children of the parties and this sum shall continue until such time as the youngest child shall have reached his eighteenth birthday.

3. Defendant will convey unto plaintiff all right, title and interest which he may own in the real estate jiontly owned by the parties and located at 1420 McAlpine Avenue, Nashville, Davidson County, Tennessee. Plaintiff will assume and pay the remaining balance owing on this real estate, and so long as defendant complies with the terms of this agreement, she will hold him harmless for any responsibility or liability as a result of the mortgage indebtedness incurred on this real estate.

4. Defendant will convey unto plaintiff all his right, title and interest in and to the furniture and household furnishings which are presently located in the residence above mentioned, and defendant will pay the amount remaining which is owing on said furniture.

5. Each party will retain the automobile which they presently have in their own possession and will pay any obligation which may be presently owing thereon.

6. Defendant will cause to remain in full force and effect all life insurance policies which he presently has upon his life, and continue plaintiff and the children of the parties as beneficiaries of these insurance policies. It is agreed and understood, however, that in the event defendant is terminated from his employment with Genesco, that certain of these insurance policies may automatically terminate, and defendant would not be able to convert or have these policies continue.

7. Defendant will continue to retain in full force and effect all hospitalization and medical insurance which he presently has in force for the benefit of the minor children of the parties.

8. The parties will divide equally the Genesco stock which is jointly or individually owned.

9. Custody of the minor children of the parties shall be placed in the plaintiff, with reasonable visitation privileges being granted to defendant. Neither party shall allow the children to be placed in the company of person or persons who would be detrimental to their general welfare or moral code, nor in the presence of persons should the children voice reasonable objection.

10. Defendant will pay to Roy A. Miles, Jr. a reasonable attorney's fee and in the event the parties are unable to agree upon a fee, it will be ascertained and set by the Court.

IN WITNESS WHEREOF, the parties have hereunto placed their signatures this ____ day of _____, 1973.

/s/ Margaret Louise Parrish Hurt
MARGARET LOUISE PARRISH HURT

/s/ Adam Henry Hurt, Jr.
ADAM HENRY HURT, JR.

Exhibit 1:

| | | |
|---|---|---|
| Mutual Loan & Thrift Corp. | $ 76.00 | (monthly) |
| Ford Motor Credit Corp. | 104.59 | (monthly) |
| First American National Bank | 30.51 | (monthly) |
| Dr. Leonard Koenig | 36.00 | (balance) |
| Dr. Elkin Rippy | 233.00 | (balance) |
| Allstate Insurance Company (car) | 20.00 | (month) " |

It is further ORDERED by the Court that all right, title

and interest in and to the following described real estate located in Davidson County, Tennessee be divested out of the defendant, Adam Henry Hurt, Jr., and vested into the plaintiff, Margaret Louise Parrish Hurt, in fee simple absolute:

> Being the northerly one-half of Lot No. 12 of Block "D", on Plan of Country Club Estates, of record in Book 843, page 95, Register's Office for Davidson County, Tennessee.
> Said part of said Lot No. 12 fronts 50 feet on the westerly side of McAlpine Avenue and runs back between parallel lines 175 feet to a dead line measuring 50 feet thereon.
> Being the same property conveyed to Adam H. Hurt, Jr. and wife, Margaret L. Hurt by deed from James G. King and wife, Kathryn D. King of record in Book 3281, page 129, Register's Office for Davidson County, Tennessee.

It is further ORDERED that the defendant shall continue to pay all taxes assessed against the real estate, and in addition shall reimburse plaintiff for the necessary recording fees and transfer fees for recording the deed or copy of this decree.

It is further ORDERED that the defendant Adam Henry Hurt, Jr. pay to Roy A. Miles, Jr., attorney of record for plaintiff, the sum of Four Hundred ($400.00) Dollars which the Court finds to be a reasonable fee for his services in this cause.

The defendant shall pay the costs of this cause, for which execution may issue if necessary.

S/ _____

Approved for Entry:

S/ _____
ROY A. MILES, JR.
Attorney for Plaintiff
14th Flr., Nashville Trust Building
Nashville, Tennessee 37201

cc: Mr. Adam Henry Hurt, Jr., Defendant
c/o Genesco
539 Craighead Avenue
Nashville, Tennessee

Mail: Roy Miles, Atty
Nash 2nd Trust Bldg
Nash. Tenn

C 6 3 1 7 9 BOOK 1834 PAGE 760

IDENTIF. REFERENCE

JUL 16 11 48 AM '74

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

JUL 16 MISC A* 10.00 * 10.00

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

# STATE OF TENNESSEE

*I,* GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Margaret Louise Parrish Hurt *Plaintiff, and* Adam Henry Hurt, Jr. *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* 16th *day of* July *in the year one thousand nine hundred and* Seventy-four *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* Dorothy Hackney, *D. C.*

Minute Book 51C
Page 1662