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47C/1969

MAP 116-13
PAR. 15

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

CARELTON HOLT, SR.	)	
	)	
Plaintiff and	)	
Cross-defendant	)	
	)	
	)	
vs.	)	NO. 77342
	)	
	)	
MARY DOUGLAS HOLT	)	
	)	
Defendant and	)	
Cross-plaintiff	)	

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FINAL DECREE

This cause came on to be heard the 28th day of July, 1975, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the cross-petition of cross-plaintiff Mary Douglas Holt, upon testimony of Mary Douglas Holt in open Court, testimony in open Court of her corroborating witnesses John Tidwell, Mrs. Linda Oman, and Geddes Douglas, Jr., and upon the Custody and Property Settlement being submitted to the Court, and upon the entire record, from all of which the Court was of the opinion that the grounds of cruel and inhuman treatment were sustained by the proof and that therefore Mary Douglas Holt should be granted an absolute divorce. The Court was further of the opinion that the custody of the minor child of the parties, Douglas McMahon Holt, be granted to Mary Douglas Holt, and further that the Property Settlement heretofore entered into and agreed upon between the parties be approved.

It is therefore ORDERED, ADJUDGED AND DECREED that the original petition of Carelton Holt, Sr. be dismissed and that an absolute divorce be granted to Mary Douglas Holt, upon her cross-complaint, and that therefore she be granted an absolute divorce, the bonds of matrimony heretofore subsisting between these parties be now and forever perpetually dissolved and that Mary Douglas Holt be restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the custody and control of the minor child of the parties, Douglas McMahon Holt, be granted to Mary Douglas Holt, with reasonable visitation rights reserved to Carelton Holt, Sr.

It is further ORDERED, ADJUDGED AND DECREED that the property settlement agreement heretofore entered into between the parties be approved and incorporated in all parts in this final decree of absolute, said property settlement agreement reading as follows:

1. Husband agrees that wife shall have the full custody and control of the minor child of the parties, Douglas McMahon Holt, with the right of husband to have reasonable visitation rights with the said minor child the same visitation rights to be exercised by husband upon adequate and proper advance notice extended to wife.

2. Husband agrees to relinquish any and all right, title and interest in and to the real estate, consisting of a house and lot located at 6021 Cargile Road, Nashville, Davidson County, Tennessee, and all right, title and interest which he heretofore had, shall be vested in wife.

Husband further agrees to continue the mortgage payments on said property, as well as the home insurance and taxes, as long as the wife lives at said residence, 6021 Cargile Road, Nashville, Tennessee, and has not remarried, or the husband may elect to pay said mortgage in its entirety at any time.

3. Husband agrees to relinquish all right, title and interest in all of the household furniture and furnishings at said residence and vest all right, title and interest in such items of personal property in the wife.

4. Husband further agrees to transfer any right, title or interest which he may have in the automobile presently being used by wife and shall effect any registration transfer so that proper legal registration shall be in the wife.

5. Husband shall pay the wife the sum of $400.00 per month, beginning the first of the month following the execution of this agreement, as continuing alimony and that said payments made directly to the wife as continuing alimony shall continue until the death or remarriage of wife.

6. Husband further agrees to pay to wife as child support for Douglas McMahon Holt the sum of $75.00 per week during the summer months when Douglas McMahon Holt is not in school and is living in the house with his mother at 6021 Cargile Road, Nashville, Tennessee. It is understood and agreed that such weekly payments will not be made during the portion of the year when Douglas McMahon Holt is enrolled as a student completing his academic studies. It is further understood and agreed that Carelton Holt, Jr. has now attained the age of 18 years, and therefore the husband, the father of said child, is no longer legally obligated for his support and maintenance.

7. Husband further agrees to pay any and all medical and dental expenses for both of the children, Carelton Holt, Jr. and Douglas McMahon Holt, during their minority and during the period that they are continuing their formal education to the extent that medical insurance is available for such expenses under the master insurance program where husband is employed.

8. Husband further agrees that he shall be responsible for all reasonable and necessary educational expenses for both Carelton Holt, Jr. and Douglas McMahon Holt and that such educational expenses for said children shall continue through their education in college.

9. Husband further agrees that during the entire period of payment of alimony to wife, as heretofore set forth in this agreement, he shall maintain in full force and effect the present life insurance policies in Massachusetts Mutual Insurance Company, B.M.A. Life Insurance Company, and Penn Mutual Insurance Company, and he further agrees that wife, who is now designated as beneficiary will continue as beneficiary under each of the aforementioned policies.

10. Husband further agrees to pay to Don Hildebrand, attorney for the wife, an attorney's fee of $1,000.00 upon the entering of a final decree for divorce and approval of this Property Settlement Agreement.

11. It is fully understood and agreed that this instrument is not an agreement to obtain or not to obtain an absolute divorce, nor does it in any way affect the rights of the parties to prosecute any suit for divorce, or the rights of either party to defend same, but same is solely a Custody and Property Settlement Agreement between the parties that will be submitted to a proper Court for approval.

It is further ORDERED, ADJUDGED AND DECREED that the house and lot of the parties located at 6021 Cargile Road in Nashville, Davidson County, Tennessee, hereinabove mentioned, said property shall now be the property of Mary Douglas Holt, said property thereby now owned by her solely and absolutely, and further that

said property is more particularly described as follows:

Being Lot No. 39, on the Plan of Harding Park, of record in Book 2331, page 120, Register's Office for said County, and described as follows:

BEGINNING at a point in the southwesterly margin of Sedberry Road at the corner of Cargile Property and of this lot; thence with the line between the same southwesterly 232.6 feet to a point; thence northwesterly 45.6 feet to a corner of Lot 71; thence with the line between Lots 39 and 71, northerly 246.2 feet to the southerly margin of Cargile Road; thence with the margin of the same, easterly 118.6 feet to the beginning of a curve; thence around said curve, southeasterly 34.7 feet to the margin of Sedberry Road; thence with the margin of the same southeasterly 143.4 feet to the point of beginning.

Being a part of the property conveyed to Charles F. Alexander and wife, Sara P. Alexander, by deed from Harding Park Company, of record in Book 2543, page 581, said Register's Office.

The above described property is conveyed subject to restrictive covenants of record in Book 2542, page 486, said Register's Office. Being the same property conveyed from Charles F. Alexander, et ux to Carelton Holt, et ux of record Oct. 17, 1957, recorded in Book 2701, page 47, Register's Office for Davidson Coun

Cross-defendant, Carelton Holt, Sr. shall pay the costs of this cause and for all of the above, an execution will issue, if necessary.

JUDGE BENSON TRIMBLE

8-V-70

APPROVED FOR ENTRY:

DONALD D. HILDEBRAND, Solicitor
for Cross-Plaintiff, Mary
Douglas Holt

HUGH HOWSER, OR THOMAS BINKLEY
Solicitor for the Cross-Defendant
Carelton Holt, Sr.

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Minute Book 97C
page 1969

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* Carelton Holt, Sr. *Plaintiff, and* Mary Douglas Holt *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* 21st *day of* June *in the year one thousand nine hundred and* Eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Hadley, *D. C.*

Form #GR-117