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BOOK 6325 PAGE 614

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GENA RAYE MURPHY]

VS.] No. 76126

ALLEN FRANCIS MURPHY]

D E C R E E

This cause came on to be heard on the 18th day of March, before the Honorable Lewis H. Conner, Jr., Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint, the statements of the Plaintiff, the statements of witnesses, the statements of counsel, and the entire record in this cause, from all of which the Court finds that the Defendant ALLEN FRANCIS MURPHY has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff as to render further cohabitation unsafe and improper.

It is therefore ORDERED, ADJUDGED and DECREED that the bonds of matrimony subsisting between GENA RAYE MURPHY and ALLEN FRANCIS MURPHY be and same are hereby dissolved and that GENA RAYE MURPHY be restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the settlement agreement previously entered into between the parties is in all respects approved by the Court and incorporated herein verbatim as follows.

This agreement is made and entered into by and between GENA RAYE MURPHY, hereinafter referred to as Wife, and ALLEN FRANCIS MURPHY, hereinafter referred to as Husband,

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W I T N E S S E T H:

That the parties hereto were lawfully married on September 20, 1966, in Montgomery County, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the Wife has filed a petition for absolute divorce and in response the Husband has filed an answer. The parties are desirous of reaching an agreement concerning the custody and support of their minor children and are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. The Wife shall have care, custody and control of the parties' minor children, Allen Francis Murphy, Jr. and Samantha Ann Murphy. The Husband shall have reasonable visitation rights which will include, but not be limited to one day per week from 10:00 A.M. until 6:00 P.M., which day shall coincide with his day off from his employment, provided said children are not in attendance in any kindergarden or school, and on Christmas Day of each year from 1:00 P.M. until 5:00 P.M.

2. Husband will pay the Wife as support for the minor children the sum of $275 per month, payable by check directly to the Wife, with payments to be made in equal amounts on each pay day of the Defendant, commencing on the first pay day after the date of the hearing in this cause. Provided further, that such payments will be reduced to $200 per month at such time as Wife obtains gainful employment.

3. The Husband will maintain adequate hospitalization and medical care insurance for the parties' minor children.

4. The Parties will continue to own the residence located at 444 Bell Road and will own same as tenants in common.

In the event that the house is sold, the Husband will receive, as his sole payment therefor, one-half of the equity in the house as of the date of the granting of the divorce in this cause, plus one-half of the increased value in the house, from the date of the divorce to the date of sale to such extent as the value is increased by appreciation, it being the specific intent of the parties to exclude from the Husband's share of the proceeds of any sale the amounts of principal payments made by the Wife between the date of the granting of the divorce and the date of the sale of property.

Said property is more particularly described as follows:

Being Lot No. 3 on the Map of Dorhill Acres, Section I, as of record in Book 2330, page 2, Register's Office for said County.

Said Lot No. 3 fronts 115 feet on the easterly side of Bell Lane, now known as Bell Road, and runs back 385 feet on the north line and 379.1 feet on the south line to a dead line measuring 100 feet thereon.

Being the same property conveyed to Hugh David Thompson, unmarried, by deed from John E. Kincaid and wife, of record in Book 4233, page 35, said Register's Office.

5. All right, title and interest to the parties' household furnishings and furniture shall vest solely in the Wife and the Husband shall be divested of any right, title and interest in same.

6. All right, title and interest of the parties' 1974 Oldsmobile shall vest solely in the Wife, and the Husband shall be divested of any right, title and interest in same. The Wife will assume responsibility for making payments for said automobile and the parties mutually agree to execute such documents as is necessary to transfer title to the Wife.

7. The Wife assumes, as her sole obligation, the parties' debt with City Finance Company and herewith agrees to hold Husband harmless from any liability for same. The Husband agrees to assume as his sole responsibility the parties' debt with Sears & Roebuck and Company, and agrees to hold the Wife harmless for any liability for same.

BOOK 6355 PAGE 617

8. The Husband agrees to pay to the solicitor for the Wife a reasonable attorney's fee in the amount of $200.00 in addition to the $100 pendente lite fee previously ordered by this Court.

9. This agreement, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing or heretofore existing between these parties, which either party may now or have or which might accrue to either in the future, except as otherwise herein provided. Specifically included in this agreement are any claims for support, maintenance, alimony, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

WITNESS our hands on this 18th day of March, 1975.

/s/ Gena Raye Murphy
Gena Raye Murphy

/s/ Robert S. Brandt
Witness

/s/ Allen F. Murphy
Allen Francis Murphy

/s/ Joe P. Binkley
Witness

It is further ORDERED, ADJUDGED and DECREED that the costs in this cause shall be taxed to the Defendant, for which execution may issue if necessary.

Entered this 24th day of March, 1975.

Approved for Entry:

BARRETT, BRANDT & BARRETT, P.C.

Lewis H. Conner, Jr.
Judge

By: Robert S. Brandt
Robert S. Brandt, Attorney for the Plaintiff
9th Floor, Third National Bank Building
Nashville, Tennessee 37219

I, Robert S. Brandt, hereby certify that a copy of the foregoing decree has been forwarded to the Honorable Joe P. Binkley, Sr., Counsel for the Defendant, on this 18 day of March, 1975.

Robert S. Brandt

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DAVIDSON COUNTY, TN

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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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Gena Raye Murphy *Plaintiff, and* Allen Francis Murphy *Defendant, as same remain of record in said Court.*

True Copy

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 26th. *day of* June *in the year one thousand nine hundred and* Eighty-Four *and in the* 208th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Duke, *D. C.*

Form #GR-117