1-10-73
82A/211

BARBARA J. HIGHERS HACKETT	)	IN THE CIRCUIT COURT FOR
	)	
	)	DAVIDSON COUNTY, TENNESSEE
v.	)	
	)	FOURTH DIVISION
	)	
ROBERT MOORE HACKETT	)	File No. 67111 BOOK 6413 PAGE 815

Map 117-4
Par 14 Ts

FINAL DECREE

This cause came on to be heard on the 12th day of April, 1973, before the Honorable Luther Cantrell, Special Judge, upon the bill of complaint for absolute divorce, pro confesso duly entered, testimony of complainant and witnesses, statement of counsel, and the entire record, from all of which the Court finds that the complainant has sustained her grounds for divorce and that the defendant has been guilty of such cruel and inhuman treatment and conduct toward her as to render further cohabitation unsafe and improper for her to be under his dominion and control.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the complainant be, and hereby is, granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

The Court further finds that the parties have entered into a property settlement and separation agreement, which in words and figures is as follows:

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This agreement was entered into orally and was orally recited to the Circuit Court for Davidson County, Tennessee, Fourth Circuit, Special Judge Luther Cantrell presiding, on the 12th day of April, 1973, and its terms have now been reduced to writing and executed on the date hereinbelow set forth. The agreement is entered into between Barbara J. Highers Hackett, herein called "wife," and Robert Moore Hackett, herein called "husband," both of Davidson County, Tennessee.

The parties were married in Carthage, Tennessee, on July 26, 1957, and have three children, Kimberly E., age 15, W. David, age 11, and Leigh Ann, age 5, and marital difficulties have arisen between husband and wife causing their separation and institution of a bill of divorce by wife. Husband and wife have reached an understanding as to their real and personal property, custody of their children, and the obligations of husband for child support, and wish this understanding to be reduced to writing so that there may be no confusion.

The parties hereby agree as follows:

1. Husband and wife will continue to live separate and apart from one another.

2. The husband shall pay debts incurred by wife for support of herself and the children, provided such debts were incurred and outstanding prior to April 12, 1973.

3. Upon the granting of the divorce and execution of the divorce decree by the Court, husband will convey his title and interest in their home at 2515 Oakland Avenue, Nashville, Tennessee, to wife without restriction or encumbrances except for the existing mortgage. During the period of occupancy of the premises by wife, or until such time as she may remarry, husband shall pay all taxes coming due and all mortgage payments falling due thereon and shall maintain and pay the premiums on all fire and extended coverage and liability and casualty insurance policies upon the premises. Such payments by husband shall be in addition to other payments for the support and maintenance of wife otherwise provided for in this agreement. Upon the remarriage of wife, or her sooner vacating the premises at her option, upon demand of husband, the property shall be sold for the fair market value thereof as soon as possible and the net proceeds of the sale, after paying off the balance of the mortgage and any other encumbrances on the property, shall be paid to wife.

4. There is hereby transferred, set over, assigned and confirmed to wife by husband as her sole and separate property all of the furniture and fixtures contained and lodged in the home described in the preceding paragraph. There is also transferred, set over and assigned and confirmed to wife by husband as her sole and separate property the automobile which she possessed and used on April 12, 1970.

5. The husband now maintains in good standing insurance on his life and he shall continue such life insurance policy or policies and make the premium payments thereon for the benefit of each of the minor children hereinbefore named. Such insurance shall be payable equally to each respective child. In the event all or any part of the insurance is canceled or terminated, husband shall procure substantially similar other life insurance coverage for the benefit of the children.

6. The wife and the children of the parties are now presently covered by medical and hospital insurance. Husband shall maintain such insurance for the benefit of wife and the minor children of the parties and pay the premiums thereon in addition to other support payments provided for in this agreement. Husband shall be required upon demand by wife annually to furnish to wife a certificate or other reasonable evidence showing that such medical and hospital insurance is in effect.

7. It is agreed by the parties that husband shall be entitled to the dependency exemptions allowed under the Internal Revenue Code for each of the above named minor children; provided husband contributes to support of the children as required by this agreement.

8. Beginning on the first day of May, 1973, and continuing on the first day of June, July, and August, 1973, husband shall pay to wife $300 per month for child support, unless wife loses her present job and is unable within ten days to obtain substantially similar employment, in which case husband shall pay to wife during this period beginning the next month following wife's loss of employment, $375 per month for child support. Thereafter, and beginning September 1, 1973, husband will pay to wife $300 per month for child support and in addition shall pay 50% of all gross monthly income in excess of $1,250 per month. Prior to the equal division of such gross monthly income in excess of $1,250 per month, such excess shall be reduced by 20% as an allowance for husband's federal income taxes. As an illustration, if husband for a particular month should receive a gross monthly income of $1,500, the excess over $1,250 would be $250 and husband would subtract from

the $250 excess the sum of $50, representing 20% of the excess, and remit to wife 1/2 of the remainder or $100. The regular monthly child support payments of $300, or if the wife should be unemployed during the period May 1, 1973, until September 1, 1973, in the amount of $375, shall be payable on the first of each month and shall be mailed to wife so as to be received by her not later than the 5th day of each month. The payment of 50% of gross monthly income exceeding $1,250 per month shall be remitted and paid to wife by mail so as to be received by her not later than the 5th day of the month after which the husband receives such excess income.

9. Wife shall have custody of their children above named. Husband shall have visitation rights with such children as follows: husband shall be entitled to visit and take from wife's residence one or more of the children every other weekend from 5:00 P.M. on Friday to 5:00 P.M. on Sunday and upon such other reasonable times as may be agreed to by the parties, provided such agreement will not be unreasonably withheld, keeping in mind the convenience of the parties and the best interests of the children. Similarly, husband may visit and take from the residence of the wife one or more of the minor children on Christmas Day from noon until 5:00 the day following Christmas and for a period of two weeks in the summer, such two-week period to be agreed upon by the parties.

10. Husband shall pay to wife's solicitor a fee of $200, such fee to be paid on or before June 1, 1973.

11. Notwithstanding the general custody of the children, the parties shall confer from time to time with respect to the welfare of the children, or any of them, and particularly as to educational, health and disciplinary matters of a substantial nature, such as, by way of example, during the serious illness or prior to a scheduled operation of any of the children, or costly dental or other health or medical expenses, or in connection with the selection of a college for the higher education of any of the children. It shall at all times be the objective of both parties to decide all questions affecting each of their children in such manner as to promote the welfare, happiness and well being of the children, and within the means of the parties to provide such financial support as may be necessary to promote the welfare, happiness and well being of the children.

Witness our hand and signature this day of May, 1973.

/s/ Gilbert S. Merritt
GILBERT S. MERRITT

/s/ Barbara J. Highers Hackett
BARBARA J. HIGHERS HACKETT

/s/ Jack Lowery
JACK LOWERY

/s/ Robert Moore Hackett
ROBERT MOORE HACKETT

IT IS ALSO ORDERED, ADJUDGED AND DECREED that the above property settlement and separation agreement heretofore entered into by and between the parties is ratified and incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant will pay to complainant's solicitor, Gilbert S. Merritt, a fee of $200 for his services to complainant in this cause, which fee shall be paid on or before June 1, 1973, for which let execution issue, if necessary.

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Entered this 10th day of July, 1973.

Luther E. Carlton
Special JUDGE

APPROVED FOR ENTRY:

Gilbert S. Merritt
GILBERT S. MERRITT

Jack Lowery
JACK LOWERY

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IDENTIF. REFERENCE

Oct 29 2 15 PM '84

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* tenth *day of* July, 19 73, *in Case Number* 67111 *between* BARBARA J. HIGHERS HACKETT *Plaintiff, and* ROBERT MOORE HACKETT *Defendant, as same remains of record in Book* 82A, *Page* 211 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 29 *day of* October *in the year one thousand nine hundred and* eighty-four *and in the* 209 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J. Knight *D.C.*

Form #GR-117