MAP. 72-13
PAR. 299

316/1379

IN THE PROBATE COURT

FOR DAVIDSON COUNTY TENNESSEE,

AT NASHVILLE

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BOOK 8201 PAGE 628

GINA DIANE HUNT,

Plaintiff,

VS.

ALBERT LEE HUNT, JR.,

Defendant.

CIVIL ACTION NUMBER

85D440

**FINAL DECREE**

This cause came on to be heard on this the 7th day of August, 1985, before The Honorable Thomas C. Binkley, Special Judge, upon the original complaint, testimony of the plaintiff, upon the oral motion by the defendant to withdraw his answer and counterclaim, statement of counsel, the property settlement agreement heretofore entered into by the parties, and the entire record in this cause, from all of which the Court finds that irreconcilable differences exist between the parties; that the complaint was filed on January 8, 1985; that the defendant was personally served with process on January 12, 1985; that the plaintiff should have an absolute divorce from the defendant and be restored to all the rights and privileges of an unmarried person; that the written property settlement agreement heretofore entered into between the parties provides adequate and sufficient provision for the custody and maintenance of the minor children and for the equitable settlement of any property rights between them and it should be approved and made a part of this judgment.

IT IS, THEREFORE, ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff, Gina Diane Hunt, and the defendant, Albert Lee Hunt, Jr., be and the same are hereby, forever and perpetually dissolved and for nothing held; and that the plaintiff, Gina Diane Hunt, be and is hereby granted an absolute divorce from the defendant, Albert Lee Hunt, Jr., and restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the property settlement agreement entered into between the parties be and the same is hereby, approved, which agreement is attached hereto as Exhibit A and is incorporated herein by reference, and which is as follows:

IN THE PROBATE COURT

FOR DAVIDSON COUNTY, TENNESSEE,

AT NASHVILLE

| | | |
|---|---|---|
| GINA DIANE HUNT | ) | |
| | ) | |
| Plaintiff, | ) | |
| | ) | CIVIL ACTION NUMBER |
| VS. | ) | |
| | ) | 85D-40 |
| ALBERT LEE HUNT, JR. | ) | |
| | ) | |
| Defendant. | ) | |

**CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 30th day of July, 1985, by and between Gina Diane Hunt, hereinafter referred to as "Wife," and Albert Lee Hunt, Jr., hereinafter referred to as "Husband," both residents of Davidson County, Tennessee.

**WITNESSETH:**

WHEREAS the parties hereto were married on March 24, 1978, in Nashville, Tennessee, and unto this marriage two children were born, namely, Brannon Lee Hunt, born September 10, 1978, present age being 6 years, and Joshua Blake Hunt, born June 23, 1983, his present age being 18 months; and

WHEREAS the wife has instituted divorce proceedings against the husband seeking an absolute divorce in the Probate Court of Davidson County, Tennessee, being Civil Action Number 85D-40; and

WHEREAS the parties are desirous of providing for the custody, maintenance and support of their said minor children; and

WHEREAS the parties have acquired certain real and personal property and they desire to enter into an agreement respecting their rights, title and interest in such property; and

WHEREAS the parties now desire to clarify, amplify and make more specific their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the wife and the husband as follows:

1. That certain irreconcilable differences have arisen between the parties since their marriage, and they now live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. The minor children of the parties, namely, Brannon Lee Hunt and Joshua Blake Hunt, shall remain in the care, custody and control of the wife, and the husband shall have visitation with the minor children as follows:

(a) Every other weekend from 9:00 a.m. on Saturday until 6:00 p.m. on Sunday;

(b) On Christmas Eve from 5:30 p.m. until 9:00 p.m.;

(c) On Christmas Day the parties' minor children will be with their mother until 12:00 noon and thereafter regular visitation described above shall apply. Husband shall also have visitation with the minor children every other Thanksgiving, Labor Day, Fourth of July, Memorial Day, New Year's Day, and each of the children's birthdays. The intent of this provision is so that each party will have the children with him/her on each of the holidays and other dates listed above within a two-year period.

3. The husband shall pay to the wife the sum of $80.00 per week as and for child support, beginning Friday of the week in which a divorce is granted to the parties and continuing until the children graduate from college.

4. The husband shall pay all medical, dental and any and all other health related expenses of the minor children.

5. The wife shall claim Brannon Lee Hunt on all future tax returns and the husband shall claim Joshua Blake Hunt on all future tax returns.

6. The wife shall receive all the household goods and furnishings owned by the parties, except for the husband's stereo, tools, and weights.

7. The husband shall receive, free from any claim of the wife, the 1976 Volkswagon Rabbit automobile subject to any and all indebtedness thereon, and he shall hold the wife harmless on any and all such indebtedness.

8. The wife shall receive, free from any claim of the husband, the 1978 Pontiac automobile, subject to any and all indebtedness thereon, and she shall hold the husband harmless on any and all such indebtedness.

9. The wife shall receive, free from any claim of the husband, the real property located at 911 West Avenue, Nashville, Davidson County, Tennessee, subject to any and all indebtedness thereon, and she shall hold the husband harmless on any and all such indebtedness.

10. The husband acknowledges that he is free to contribute to the parties' children's welfare by voluntarily assisting with any maintenance or repairs on the real property located at 911 West Avenue. Nothing in this provision or in this agreement, however, shall be interpreted as requiring husband to make any repairs or maintenance on the real property at 911 West Avenue.

11. The husband agrees to pay to Dennis Wright a fee of $350.00, which shall be in addition to the amounts heretofore paid by the wife.

12. The husband shall pay the costs of this cause.

13. It is understood and agreed between the parties, as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date first above written, in Davidson County, Tennessee.

Gina Diane Hunt — Albert Lee Hunt, Jr.

Gina Diane Hunt

Albert Lee Hunt, Jr.

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, Gina Diane Hunt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged she executed the within agreement for the purposes therein contained. Witness my hand and official seal at Madidson, Tennessee, this 18th day of July, 1985.

NOTARY PUBLIC

My commission expires:

July 18, 1987

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainor, Albert Lee Hunt, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged he executed the within agreement for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 20 day of July, 1985.

NOTARY PUBLIC

My commission expires:

3-8-89

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that all questions concerning payment by the defendant of the amounts ordered to be paid by him in the Court's pendente lite order are reserved by the Court, to be heard by the Court upon the request of either party.

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the answer and counterclaim filed by the defendant-counterplaintiff be and is hereby dismissed.

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the defendant shall pay the costs of this cause.

For all of which execution may issue, if necessary.

Thomas C. Brichetto
SPECIAL JUDGE
8-16-85

TO BE ENTERED:

Dennis Wright
Attorney for plaintiff
P.O. Box 181
Madison, Tennessee 37116

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been delivered to Mr. Robert A. Anderson, attorney for defendant, 2211 Crestmoor Road, Nashville, Tennessee 37215, by depositing the same in the United States mail, postage prepaid, this 12TH day of August, 1985.

Dennis Wright

21.00
90 SEP 24 AM 8:01 SECHECK



SEP 24 11 01 AM '90

# 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* Probate ~~Circuit~~ *Court for Davidson County, Tennessee, on the* sixteenth *day of* August, *19* 85, *in Case Number* 85D-40 *between* GINA DIANE HUNT, *Plaintiff, and* ALBERT LEE HUNT, JR., *Defendant, as same remains of record in Book* 31B, *Page* 1379 *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* 24th *day of* September *in the year one thousand nine hundred and* ninety *and in the* two hundred fifteenth *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* W. L. Rowland *D.C.*

**Form #GR-117**