5-27-77
115B/1315

BOOK 8274 PAGE 108

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY H. HUNT, Plaintiff and Cross-Defendant VS. TOMMY L. HUNT, Defendant and Cross-Plaintiff	)	NO. 93807

D E C R E E

This cause came on to be heard on this the 23rd day of May, 1979, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee, upon plaintiff's Complaint for Absolute Divorce, Answer and Cross-Bill filed by Defendant, Answer to said Cross-Bill, statement of counsel that this cause would be uncontested, testimony in open Court and the entire record in this cause, from all of which it satisfactorily appeared to the Court that the differences that exist between the parties are irreconcilable and the plaintiff is entitled to an absolute divorce. Further, that the parties hereto have entered into a property settlement - custody support agreement, which agreement is approved by the Court.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement - custody support agreement heretofore entered into by and between the parties is hereby approved and made a part of this decree, said agreement being in words and figures as follows:

PROPERTY SETTLEMENT - CUSTODY AGREEMENT

This agreement made and entered into, this the 10th day of April, 1979, by and between Beverly H. Hunt, hereinafter called, "WIFE" and Tommy L. Hunt, hereinafter called "HUSBAND".

W I T N E S S E T H:

WHEREAS, unhappy differences have arisen between the parties, and wife filed a suit for divorce on the 2nd day of October, 1978, in the Third Circuit Court for Nashville, Davidson County, Tennessee, and husband filed a cross-complaint, same being Rule No. 93807; and

WHEREAS, the parties are desirous of settling all controversies in said suit concerning alimony, a division of property, and the custody of their minor child and his support because the differences that exist between the parties are not reconcilable.

NOW, THEREFORE, the parties agree as follows:

1. Wife shall have, as her sole, separate and absolute property, and in fee simple, the house and lot located at 106 Orchard Drive, Old Hickory, Tennessee, now held as tenants by the entirety. Said real property is now encumbered by a mortgage which is held by the E. I. DuPont DeNemours and Company Credit Union, which mortgage husband agrees to pay the monthly notes until the minor child of the parties reaches the age of eighteen years. Said monthly house note payment is in lieu of the payment of child support.

2. Wife shall have, as her sole and separate property, all of her personal clothing, personal property and household furniture now in her possession, with the exception of the following:

a. Husband shall have, as his sole and separate property, all of the personal clothing and effects now in his possession, including the color TV, camper, tiller, freezer, saw and the Pontiac automobile.

3. Wife shall have the absolute care, custody and control of the minor child of the parties, namely, Shawn Lewis Hunt, and husband is granted reasonable visitation rights.

4. Husband shall keep in full force and effect his present life insurance policies and shall designate all of his minor children as beneficiaries thereunder, however, his funeral expenses shall first be paid out of said insurance policies and the proceeds therefrom shall then be distributed to his said minor children. Husband shall also keep in full force and effect, his present medical-hospitalization insurance policy for the benefit of the minor child of the parties and husband shall be responsible for any and all medical, doctor, dental and hospital expenses for said minor child.

5. Wife waives all other claims for alimony.

6. Husband agrees to pay to wife's attorney of record, Robert H. Jennings, Jr., the sum of Two Hundred ($200.00) Dollars, for his professional services and the Court Costs.

Both parties understand this Agreement is subject to the approvel of the Court in the event a divorce is granted to either party. However, in the event a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, this Agreement is a full, final and complete settlement of the property rights of the parties and the same may be incorporated in the final decree of divorce. Parties submit to the jurisdiction of the Court for the purposes herein contained. Further, this Agreement is entered into without any collusion between the parties, but solely of their own free will and accord.

IN WITNESS WHEREOF, the parties have executed this agreement the day and date first above written.

/s/ Robert H. Jennings, Jr.
ROBERT H. JENNINGS, JR.
Attorney for Wife

/s/ Beverly H. Hunt
BEVERLY H. HUNT
Wife

/s/ James R. Everett, Jr.
JAMES R. EVERETT, JR.
Attorney for Husband

/s/ Tommy L. Hunt
TOMMY L. HUNT
Husband

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

JUDGE

5/29/79

APPROVED FOR ENTRY:

ROBERT H. JENNINGS, JR.
Attorney for Plaintiff and
Cross-Defendant

JAMES R. EVERETT, JR.
Attorney for Defendant and
Cross-Plaintiff

Enter This 29 Day of May, 1979

BOOK 8274 PAGE 111

85357

IDENTIF. REFERENCE

JAN 11 11 20 AM '91

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* Third *Circuit Court for Davidson County, Tennessee, on the* 29th. *day of* May, *19* 79, *in Case Number* 93807 *between* Beverly H. Hunt *Plaintiff, and* Tommy L. Hunt *Defendant, as same remains of record in Book* 115B, *Page* 1315 *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* 8th. *day of* January *in the year one thousand nine hundred and* Ninety-One *and in the* 215th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D Rooker, *D.C.*

Form #GR-117