161-1
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115-16
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94-12
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57 pw

D. Adams

BOOK 4837 PAGE 948

IRENE HOLMANS ADAMS	)	IN THE CIRCUIT COURT OF
	)	WILLIAMSON COUNTY, TENNESSEE
VS.	)	AT FRANKLIN
	)	CIVIL ACTION NO. 7443
CLARENCE CLIFFORD ADAMS	)	

D E C R E E

This cause came on to be further heard on this the 12th day of July, 1974, before the Honorable John H. Henderson, Judge, etc., when and where the following action took place:

I

As evidenced by the parties' signatures affixed hereto, it appears to the Court that the parties by mutual agreement have reached a settlement of all property rights pending in this matter.

There is hereby set aside to Plaintiff, Irene H. Adams, the following described properties, to-wit:

103-5
37-38

1. Brick Duplex - 5711 Knob Road
   Davidson County, Nashville, Tennessee
   (Now in name of Irene H. Adams)

2. Brick Duplex - 5709 Knob Road
   Davidson County, Nashville, Tennessee
   (Now in name of C. C. Adams)

115-16
66

3. Brick Duplex - Lot 23, Section III, West Meade Farms
   153 Haverford Road
   Davidson County, Nashville, Tennessee
   (Now in name of C. C. Adams and wife, Irene H. Adams)

4. Insurance ownership to be transferred to Irene H. Adams as follows:
   (a) Life & Casualty Insurance Company of Tennessee, Policy No. 619500 - $1,200.00 to remove loan against policy for unpaid premiums will be paid by Irene H. Adams.

(b) National Life and Accident Insurance Company, Inc., Policy No. 596103

(c) National Life and Accident Insurance Company, Policy No. 1559163 - C. C. Adams agrees to have this lapsed policy reinstated by National Life and Accident Insurance Company by meeting requirement of having a physical examination by a doctor, if necessary. $430.80 due currently for reinstatement will be paid by Irene H. Adams.

Assignment forms on all three policies will be signed by C. C.Adams transferring ownership to Irene H. Adams.

94-E 57
94-12 42

5. Clover Nook Subdivision - 3rd Civil District, Davidson County, Tennessee, Lot 56, Hickorydale Drive - Lot 2, Ivywood Drive
(Now in name of Ridgelawn Homes, Inc.)

94-13 47-25 22

One-fourth (1/4th) interest in parcels owned by C. C. Adams as follows: Parcel A lying between Ivywood Drive and Gann Drive - Parcel B and Parcel C on Tulip Hill Drive, so that Irene Adams will own one-half (1/2) of above and J. E. Adams will own one-half (1/2) interest.

161-8 9

6. Kingswood Park Subdivision, Davidson County, Tennessee
Parcel A, Brewer Drive
One-half (1/2) interest owned by C. C. Adams to be deeded to Irene H. Adams.
(Now in name of C. C. Adams and J. E. Adams)

7. The Ridgelawn Homes, Inc. - Investment interest of 40% in Hillwood Park Joint Venture will be owned by and transferred to Irene H. Adams. C. C. Adams resigns as Trustee, retires from Joint Venture, and remaining members will elect Trustee. Records, Books, and Papers held by C. C. Adams as Trustee will be turned over to Irene H. Adams for delivery to Successor Trustee. All, if any, Hillwood Park Joint Venture Accounts Payable to C. C. Adams, Adams & Adams Co., or Ridgelawn Homes, Inc., will be payable to Irene H. Adams.

Ridgelawn Homes, Inc., interest in <u>all remaining</u> lots and reserved strips owned by Hillwood Park Joint Venture in Hillwood Park Subdivision, Davidson County, Tennessee, will be transferred to and owned by Irene H. Adams. The list includes, but is not limited to:

Lot 84, Stoneyway Trail 103-5 50
Lot 85, Stoneyway Trail 103-5 49
Lot 86, Stoneyway Trail 48
Lot 87, Stoneyway Trail 47
Lot 88, Stoneyway Trail 46
Lot 89, Stoneyway Trail 45
Lot 43, Forestwood Drive 103-9 4
Lot 44, Forestwood Drive 3
Lot 45, Forestwood Drive 2

103-9
B/O 6 ← Reserved Parcel on Forestwood Drive adjacent to Lot 42, Forestwood Drive
105-5R.21 ← Lot 54, Knob Road
1035 ← Reserved Parcel on Knob Road adjacent to Lot 55, Knob Road
19

(Lots and reserved strips are presently owned by Hillwood Park Joint Venture members and in the name of C. C. Adams, Trustee)

8. Irene H. Adams will retain her one-half (1/2) Interest in and to installment note, dated December 20, 1972, in the original principal amount of $377,549.43 , executed by Harry M. Rowland and wife, Jane B. Rowland, which is secured by lien retained in deed in the sale of 171.6 acres of land and residence on Moran Road, Williamson County, Tennessee. Said note is now held by Berry & Berry, Attorneys at Law, Franklin, Tennessee, in escrow, pending the termination of this matter and the mutual instructions of the parties hereto.

All real estate ownership or interest in ownership in Davidson County, Tennessee, in the names of Irene H. Adams, C. C. Adams, Ridgelawn Homes, Inc., or Adams & Adams Co., (being the partnership of C. C. Adams and Irene H. Adams) will be owned by Irene H. Adams even if omitted from the list of real estate in this contract.

9. That certain promissory installment note, dated December 20, 1972, in the original principal sum of $55,000.00, executed by Harry M. Rowland and wife, Jane B. Rowland, representing proceeds of the sale of a certain 20 acre tract of land belonging to the said Irene H. Adams, which said note is now in the possession of Berry & Berry, attorneys at law, being held in escrow, pending the termination of this matter and the joint instructions of the parties hereto, is declared to be the exclusive property of the said Irene H. Adams. Berry & Berry, Escrow Agents, will deliver said note to the said Irene H. Adams and take her receipt therefor.

10. The 1963 Buick automobile now in the name of Irene H. H. Adams is declared to be her exclusive property.

11. Carpets and draperies of former Moran Road residence were included in the sale of residence and land. The balance of furniture and contents of present apartment at 5711 Knob Road, Nashville, Tennessee, occupied by Irene H. Adams is declared to be her exclusive property.

12. The interest of Clarence C. Adams in the Mineral Deed in Smith County, Tyler, Texas, will be deeded to Irene H. Adams. The interest is now in the names of Clarence C. Adams and Ralph D. Holmans, and this being the same Mineral Deed placed on record February 8, 1952, Book 692, Record of Deeds of Smith County, Texas, and on page 634. This interest is described on the tax records as:

A-763-et al
Cities Service - James Warren
.002407 RI 634.0 acs Payne et al

13. Any personal property of any nature belonging to C. C. Adams and Irene H. Adams which is still located on the land on Moran Road, Williamson County, Tennessee, formerly the residence of the parties hereto, will be removed by Irene H. Adams and is declared to be the sole and exclusive property of the said Irene H. Adams.

DEBTS TO BE ASSUMED AND PAID BY IRENE H. ADAMS ARE LIMITED TO THE LIST HERE AND NO OTHERS:

1. Property taxes which are past due for 1973, delinquent property taxes, and accrued property tax on all real estate in Davidson County, Tennessee, which will be owned by Irene H. Adams. This tax liability with penalties is approximately $7,000.00 as of June, 1974.

2. Adams & Adams Co. owes $9,600.00 to Hillwood Park Joint Venture for Lot 71, Knob Road; Lot 72, Knob Road, and a balance due on Lot 36, Stoneway Trail, Davidson County, Nashville, Tennessee. Ridgelawn Homes, Inc., owes Hillwood Park Joint Venture $4,888.00 for Lot 55, Knob Road sold in 1971, Davidson County Nashville, Tennessee. The total due is $14,488.00. Irene H. Adams will pay $8,692.80 to Hillwood Park Joint Venture for payment of 60% of the $14,488.00 due. The $8,692.80 will be distributed to the benefit of all Hillwood Park Joint Venture partners except the interest which will be held by Irene H. Adams.

   Any indebtedness to Hillwood Park Joint Venture due by C. C. Adams, Ridgelawn Homes, Inc., and/or Adams & Adams Co. will be paid by C. C. Adams except the $8,692.80, named above, to be paid By Irene H. Adams.

3. $367.00 will be paid by Irene H. Adams to Bill Hulme for an air condition unit replaced at 5711 Knob Road duplex, Nashville, Tennessee, in 1973.

4. The total of $619.05 has been paid on medical bills for Raymond E. Adams by Irene H. Adams. The balance of approximately $2,700.00 remains due and will be paid by Irene H. Adams.

5. $1,200.00 to be paid by Irene H. Adams to Life & Casualty Insurance Co. on Policy No. 619500 to remove loan against policy for unpaid premiums and interest.

6. $430.80 to be paid by Irene H. Adams to National Life and Accident Insurance Co. on Policy No. 1559163 after policy is reinstated by C. C. Adams.

7. Premiums, as same become due, on the life insurance policies named in this contract on the insured, C. C. Adams, will be paid by Irene H. Adams.

8. Various joint bills due on costs of vacating the farm, moving expenses, and work necessary to give possession of the residence and other buildings sold to Harry M. Rowland, amounting to $599.00, will be paid by Irene H. Adams.

9. The said Irene H. Adams will pay the amount of $4,750.00, or one-half (1/2) of the joint loan owed the estate of Mary L. Holmans, deceased.

10. Personal accounts and bills currently due will be paid by Irene H. Adams.

11. Irene H. Adams will pay her own attorney's fee accruing after February 1, 1974; the Court having by order heretofore entered caused the sum of $2,500.00 to be paid to Plaintiff's attorney.

12. Irene H. Adams will be responsible for one-half (1/2) the Court costs occurring after February 1, 1974, in the Williamson County Court, Franklin, Tennessee, on this case. This shall include one-half (1/2) of the fee payable to Joe Herbert, Receiver.

13. It is agreed and understood that Irene H. Adams will not be responsible for any debts of any nature other than those listed above. All other debts of any nature are hereby the responsibility of C. C. Adams. C. C. Adams guarantees the list of property in this contract to be owned by Irene H. Adams is free from debts, except those debts listed to be paid by her.

14. All insurance policies outstanding on the foregoing described properties, including but not limited to the insurance on the 1963 Buick automobile, shall follow the respective properties and be the property of the said Irene H. Adams. All letters of guaranty and other instruments wherein the said Irene H. Adams guarantees, or becomes liable for, any indebtedness of C. C. Adams shall be released and cancelled by the holder. This shall include, but not be limited to, Collateral Guaranty Agreements held by the First American National Bank, Nashville, Tennessee, and any like instruments that might be held by the First National Bank and Traders National Bank of Tullahoma.

The Court finds that the foregoing is a fair and equitable distribution of property and assumption of obligations by Plaintiff, Irene H. Adams, and it is, therefore, ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest of C. C. Adams in and to the properties hereinbefore listed is hereby divested out of the said C. C. Adams and vested in Irene H. Adams as her sole and separate property and in fee simple, subject only to the assumption of the obligations as set out hereinabove. The said C. C. Adams is hereby ordered to execute and deliver to the said Irene H. Adams any and all legal instruments that may be necessary and required to implement this decree, when called upon to do so. It is declared to be the intention of this decree to divest title out of C. C. Adams in and to all real estate ownership or interest in ownership which is located in Davidson County, Tennessee, standing in the names

of Irene H. Adams, C. C. Adams, Ridgelawn Homes, Inc, or Adams & Adams Co. (being the partnership of C. C. Adams and Irene H. Adams) and to vest the same in Irene H. Adams, even if omitted from the list of real estate set out herein. A quitclaim deed executed by the said C. C. Adams and delivered to the said Irene H. Adams, where necessary and if called for, shall be construed to meet the requirements of this decree.

II

There is hereby set aside to defendant, Clarence Clifford Adams, the following described properties, to-wit:

1. Ridgelawn Homes, Inc. with 100% stock ownership and corporation tax benefit. C. C. Adams assumes all indebtedness and mortgages of the corporation along with the corporation assets.

   (a) Twenty-four (24) duplexes located on Westview Avenue and Ridgelawn Place, Coffee County, Tullahoma, Tennessee.

   (b) Furniture investment used in duplexes for additional rental income.

   (c) Note receivable secured by second mortgage on sale of twenty-fifth duplex.

   (d) Various accounts receivable, etc., on corporation books.

   (e) Escrow funds for property taxes on the books of the corporation.

   (f) Escrow funds for deferred mortgage expense on corporation books.

   (g) Bank account cash balance at First National Bank, Tullahoma, Tennessee, Ridgelawn Homes, Inc.

   (h) Bank account cash balance at Traders National Bank, Tullahoma, Tennessee, Ridgelawn Homes, Inc.

   (i) Accounts receivable - rent income due on 24 corporation duplexes, June 1, 1974.

2. C. C. Adams shall retain a one-half (1/2) undivided interest in that certain promissory installment note, dated Dec. 20, 1972, in the original principal sum of $377,549.43, executed by Harry M. Rowland and wife, Jane B. Rowland, resulting from the sale of 171.6 acres of land and the former residence of the parties on Moran Road, located in Williamson County, Tennessee.

3. C. C. Adams assumes all corporation debts of any nature, his personal debts, and any except the list being paid by Irene H. Adams.

4. Various property and equipment on partnership construction books having a fair market value today of approximately $15,000.00 and in the use and care of C. C. Adams as listed here: JHA

Piranha 23' Pleasure Cruise Boat
Heavy Duty Trailer
Century 17' Inboard Wood Boat
Trailer for Century Boat
Housetrailer with furniture
1969 Ford LTD Insurance claim
1969 Ford Camper Truck
1952 Tractor
Mohawk Attachment
Office Machines and Furniture:

Typewriters, Adding machines, desks, Library table, various chairs, and file cabinets

Construction and rental property tools
Furniture Moving Trailer
Air Conditioners

DEBTS TO BE ASSUMED AND PAID BY CLARENCE CLIFFORD ADAMS ARE SET OUT, AS FOLLOWS:

1. C. C. Adams will pay the $334.11 interest, if not already paid, due as of April 24, 1974, to First American National Bank and any added charge to date to pay the balance due to cancel all notes and to cause to be cancelled all notes to the First American National Bank,Nashville, Tennessee, due by Ridgelawn Home, Inc., Adams & Adams Co., C. C. Adams and/or Irene H. Adams, as of this date, in order that the said Irene H. Adams is relieved from any past, present or future liability as a guarantor of notes to the First American National Bank, Nashville, Tennessee. The said C. C. Adams shall cause to be released the Deed of Trust held by the First American National Bank, Nashville, Tennessee, on Hillwood Park, Lot 72, Knob Road Duplex, Hillwood Park Lot 71, Knob Road Duplex, and all Clover Nook Subdivision lots and parcels, all in Davidson County, Nashville, Tennessee.

2. C. C. Adams will pay and assume any indebtedness of the corporation or otherwise to Jack Walker of Tullahoma, Tennessee.

3. Any accounts balance due Mr. Edward Skulley, C.P.A., Nashville, Tennessee, after February 1, 1974, payment of $2,500.00 by the Williamson County Court.

4. The said C. C. Adams will pay one-half (1/2) of the Court costs incurred after February 1,1974, which shall include one-half (1/2) of the cost of Joe Herbert, Receiver.

5. The said C. C. Adams will pay his attorney's fee accrued after February 1, 1974.

6. The said Clarence Clifford Adams has this date executed and delivered his certain promissory note, due on or before January 1, 1975, in the principal amount of $15,856.73, made payable to Plaintiff, Irene H. Adams. Said note shall draw 7½% interest on the unpaid balance due and payable upon the due date of the note. This said note is made up of $11,106.73, representing funds erroneously paid into the hands of the Clerk by Berry & Berry Escrow Agents, but was considered as available in arriving at the settlement between the parties, together with $4,750.00, being one-half (1/2) of the amount the parties jointly owed the estate of Mary L. Holmans, deceased. To secure the pay ment of said note, together with accrued interest thereon, the said Clarence Clifford Adams does, by the execution of this decree, set over and assign to the said Irene H. Adams so much and such part of his one-half (1/2) undivided interest of that certain note, dated December 20, 1972, in the original principal sum of $377,549.43, payable according to the tenor thereof, as executed by Harry M. Rowland and wife, Jane B. Rowland.

7. The said Clarence Clifford Adams also assumes and agrees to bear reasonable expense in order to provide Raymond Edward Adams, son of the parties, with a college education, or its equivalent. This provision of this decree shall be construed to have been met if the necessary funds are provided so that said son will receive as much education towards a college degree as he will accept. If the said Raymond Edward Adams refuses to attend college or fails to meet the required standards, then this provision shall be considered to have been dis-discharged and there shall be no further liability on the part of the said Clarence Clifford Adams.

The Court finds that the foregoing is a fair and equitable distribution of property and assumption of obligations by defendant, Clarence Clifford Adams, and it is, therefore, ORDERED, ADJUDGED and DECREED by the Court that all of the right, title, and interest of Irene Holmans Adams in and to the properties hereinbefore listed is hereby divested out of the said Irene Holmans Adams and vested in Clarence Clifford Adams as his sole and separate property and in fee simple, subject only to the assumption of the obligations as set out hereinabove. The said Irene Holmans Adams is hereby ordered to execute and deliver to the said C. C. Adams any and all legal instruments that may be necessary and required to implement this decree, when called upon to do so. It is declared to be the intention of this decree to divest title out of Irene H. Adams in and to all real estate ownership or interest in ownership which is located in Coffee County, Tennessee, standing in the names of Irene H. Adams, C. C. Adams, Ridgelawn Homes, Inc., or Adams & Adams Co. (being the partnership of C. C. Adams and Irene H. Adams) and to vest the same in Clarence Clifford Adams, even if omitted from the list of real estate set out herein.

III

It further appears to the Court that Berry & Berry Escrow Agents have erroneously paid into the Registry of the Court, or otherwise paid in behalf of plaintiff and defendant, the sum of $11,232.50. Further, that the Clerk now holds $11,106.73, leaving a deficit of $125.77. It is mutually agreed by the parties and so ordered by the Court that Joe Herbert, Receiver, will refund to Berry & Berry Escrow Account the sum of $11, 106.73. It further appears that there is deposited to the account of Ridgelawn Homes at the First American National Bank, Nashville, Tennessee, a sum belonging to the parties sufficient to pay the $125.77; therefore, the parties will cause to be paid from this account the sum of $125.77 to Berry & Berry Escrow Account. The parties, Irene Holmans Adams and Clarence Clifford Adams, consent to this disposition of the Motion heretofore filed in this cause, as evidenced by their signatures attached hereto. Berry & Berry Escrow Account waives the payment of interest on the sum erroneously paid into the registry of the Court.

IV

The Court, having heretofore heard the evidence relative to the charges of cruel and inhuman treatment under the original petition for absolute divorce, determined that the facts charged in the bill are true; that the defendant has been guilty of such cruel and inhuman treatment or conduct towards Plaintiff as renders it unsafe and improper for her to further co-habit with him and be under his dominion and control.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony subsisting between the Plaintiff and Defendant be absolutely and forever dissolved and that Plaintiff be vested with all of the rights of an unmarried woman.

V

It further appears to the satisfaction of the Court that Mr. Joe Herbert, Receiver, has rendered valuable services in his capacity as Receiver and that reasonable compensation to him would be the sum of $ 2500.00 . The same is charged as a part of the cost of this cause and under the provisions of this decree each of the parties hereto will pay one-half (1/2) of such compensation.

It further appears that Mr. Jack Norman, solicitor for Plaintiff and Berry & Berry, solicitors for defendant, have rendered valuable services to the parties in connection with this action and that an additional fee of $ 750.00 to each of them is found to be reasonable and is declared to be a part of the cost of this cause. JHA JB

Said fees to the attorneys and to the Receiver are declared a lien upon the real estate herein decreed.

VI

The Nashville City Bank, 315 Union Street, Nashville, Tennessee, is hereby designated the Escrow Agent to receive and collect according to its tenor the note herein dated December 20, 1972, in the original amount of $377,549.43, executed by Harry M. Rowland, et ux., now held in Escrow by Berry & Berry, Attorneys, Escrow Agent. The said Berry & Berry, Attorneys, Escrow Agent, are directed to deliver the said note to Mr. Owen Blanton, of said Bank and take the Bank's receipt therefor. The parties, as evidenced by their signatures hereto, acknowledge receipt of all funds heretofore due and payable on said note and absolve Berry & Berry, Attorneys, Escrow Agent, of any further liability or responsibility therefor, upon its delivery as herein directed.

The cost of this cause is taxed equally to the parties, for which execution may issue, if necessary.

ENTER: 7-12-74 Tom H. Henderson
JUDGE

APPROVED FOR ENTRY:

Irene Holmans Adams
IRENE HOLMANS ADAMS, PLAINTIFF

Clarence Clifford Adams
CLARENCE CLIFFORD ADAMS, DEFENDANT

JACK NORMAN, ATTORNEY FOR PLAINTIFF

BERRY AND BERRY

BY: Tom Berry
ATTORNEYS FOR DEFENDANT

Joe Herbert
JOE HERBERT, RECEIVER

C 6 4 7 1 2

BOOK 1837 PAGE 958

T
IDENTIF. REFERENCE

JUL 25 3 52 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUL 25 MISC A* 22.00 * 22.00

OFFICE OF CIRCUIT COURT CLERK

For Williamson County, Tennessee

I, Joe Herbert, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the Decree of said court, pronounced April term, 19 74, in the case of Irene Holman Adams against Clarence Clifford Adams as appears of record now on file in my office, in Minute Book 13 on page 564-570

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 24th day of July 19 74

Joe Herbert Clerk

By D. C.

OFFICE OF CIRCUIT COURT CLERK

For Williamson County, Tennessee

I, Joe Herbert, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the Decree of said court, pronounced April term, 19 74, in the case of Irene Holmans Adams against Clarence Clifford Adams as appears of record now on file in my office, in Minute Book 13 on page 564-570

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 13 day of July 19 74

Joe Herbert Clerk

By D. C.