6/18/75

BOOK 4944 PAGE 919 29-B/649

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY AT NASHVILLE, TENNESSEE

NORMA FRANCES COYLE BLANKENSHIP)
Plaintiff)

VS. NO. 78224 map 42-10 par 27

HAROLD WAYNE BLANKENSHIP, SR.
Defendant)

DIVORCE DECREE

This cause came on to be heard on this the 17th day of June, 1975 before the Honorable Stephen North, Judge, upon the regular call of the divorce docket. It appearing to the satisfaction of the Court that the defendant has been personally served with process and is represented by counsel and that the said cross-

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complaint heretofore filed by the defendant is dismissed upon motion of counsel and the cause is proceeded uncontested.

It is further considered by the Court from the testimony of the plaintiff, testimony of witnesses in open Court and from the entire record in this cause that plaintiff's charges and allegations of cruel and inhuman treatment against the defendant have been fully sustained by the proof and that the said plaintiff is entitled to an absolute divorce. It is further considered by the Court that the plaintiff and the defendant have entered into a property settlement - custody agreement which is in words and figures as follows and which the Court does hereby ratify and confirm and same is made a part of this decree.

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NORMAN FRANCES COYLE BLANKENSHIP
Plaintiff)

VS.) NO. 78224

HAROLD WAYNE BLANKENSHIP, SR.
Defendant)

PROPERTY SETTLEMENT - CUSTODY AGREEMENT

This Agreement, made and entered into this 29th day of May, 1975, by and between Norma Francis Coyle Blankenship, herein called wife, and Harold Wayne Blankenship, Sr., hereinafter called husband.

W I T N E S S E T H:

WHEREAS, unreconcilable differences have arisen between the parties and it is now evident that their chances of ever living together again as man and wife are most remote.

WHEREAS, the parties are desirous of settling all controversies in said action concerning, division of property, and the custody of the five minor children and the support of said children that exist between the parties.

NOW THEREFORE, the parties agree as follows:

1. Husband will permit wife to proceed on her original petition for absolute divorce and obtain a divorce on the uncontested docket if the court sees fit to grant same.

2. Custody and control of the parties five minor children will be committed to the wife.

3. Husband agrees to pay the sum of three hundred dollars ($300.00) per month for the support and maintenance of said children and that said payment will be forwarded directly to wife.

4. Husband will be allowed reasonable visitation rights.

5. Husband will continue through his present employer or otherwise to maintain hospitalization insurance for the said minor children and he believes that he has ample coverage to meet any needs of the minor children at this time.

6. Husband will continue his present life insurance coverage with the said minor children as beneficiaries.

7. Title and possession to all household furnishings, applicances, etc., will vest in the wife.

8. Title and possession of the 1970 Chevrolet station wagon bearing Manufacturer's number 164460S204550 to vest in the wife.

9. Title and possession of the Chevrolet one-ton pick-up truck, motor number CCY3350161003 to vest in the husband.

10. Title and possession of the three tracts of land located in Henderson County, Tennessee as described in the Cross-Petition to vest in the husband.

11. Title and possession of the house and lot located on Rhine Drive, Nashville, Davidson County,Tennessee as further described in the Original Petition to vest in the wife with the condition that if said house and lot is ever put up for sale that husband will have first

option to purchase same for the original purchase price of $12,500.00 or for the wife's equity, whichever amount is less.

Husband and Wife agree that the above settlement is agreeable and that same may be offered as evidence at the hearing and incorporated and made a part of the Final Decree in the event the Court sees fit to grant a divorce to the said parties.

/s/
NORMA FRANCIS COYLE BLANKENSHIP

/s/
HAROLD WAYNE BLANKENSHIP, SR.

/s/
Richard E. Norman, Jr.
Attorney for Defendant

/s/
James H. Hill
Attorney for Plaintiff

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DAVIDSON COUNTY, TENN.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the bonds of matrimony heretofore existing between the plaintiff, NORMA FRANCES COYLE BLANKENSHIP, and the defendant, HAROLD WAYNE BLANKENSHIP, SR., be and the same is hereby forever and perpetually dissolved and the said plaintiff is granted an absolute divorce. All right, title and interest in and to the following described real estate is divested out of the defendant and title to same is vested to the plaintiff subject to such indebtedness as may exist against the said property.

BEING Lot No. 21 on the Plan of Section II, Sharry Heights, as of record in Book 2331, page 69, Register's Office for said county.

SAID Lot No. 21 fronts 103 feet on the west side of Rhine Drive and runs back between lines, 250.3 feet on the north line and 150.9 feet on the south line to a dead line in the rear, which is a broken line, on which it measures 176.7 feet.

BEING the same property as conveyed from Richard G. Wynne and wife, Helen McClain Wynne to Harold Wayne Blankenship by deed as of record in Book 3911, page 789 and page 780, Register's Office for Davidson County, Tennessee.

All right, title and interest in and to the following described real estate is divested out of the plaintiff, NORMA FRANCES COYLE BLANKENSHIP, and title to same is vested in the defendant, HAROLD WAYNE BLANKENSHIP, SR.

BEING Tract No. 1 beginning on a stake in the West margin of the Crucifer-Sand Ridge Road, 15 ft. from the center line of same and being the Northeast corner of the herein described lot; runs thence North 88 degrees West with a severance line of M. E. Blankenship 62 ft. to a stake on the West margin of the Old road site; thence along the West margin of said road site five courses which runs approximately as follows: South 27-1/2 degrees West 100 ft.; South 15 degrees West 100 ft.; South 8-3/4 degrees East 100 feet; South 11-1/2 degrees East 100 feet; South 20-1/2 degrees East 100 feet to a stake in same thence South 88 degrees East with a severance line on M. E. Blankenship 49.8 feet to a stake on the West margin of the Cruciefer-Sand Ridge road, 15 feet from the center line of same; thence with the West margin of said road North approximately 0 degrees and 30 minutes East 474 feet to the point of beginning and containing 1.1 acres, more or less.

This being the same land conveyed to Howard Blankenship et ux by deed of record in Deed Book 102 page 417-418, Registar's Office for Henderson County, Tennessee.

BEING Tract No. 2 beginning on a stake on the East margin of Sand Ridge Road, the beginning stake is the Southwest corner of Tract No. 1, conveyed to Doris J. Middleton, and the Northwest corner of Tract No. 2, the herein described tract, runs thence East 1166 ft. with the South Side of Tract No. 1, the Middleton tract, to a postoak 12 inches in diameter located on Alvis Blankenship's West line; runs thence South 528 ft. with Blankenship's line to an inside corner of Blankenship's land; runs thence North 88 degrees West 1170 ft. with Alvis Blankenship's line to the East side of Sand Ridge Road; runs thence North with the East side of the said road 487.5 feet to the beginning, containing 13.4 acres more or less.

This being the same land conveyed to Howard Blankenship et ux deed of record in Deed Book 101, page 675, as in Registar's Office for Henderson County, Tennessee.

BEING Tract No. 3 beginning on a metal stake, located on the West side of the Sand Ridge Road, 25 feet from the center of said road, said beginning stake being the Southeast corner of this tract and the Northeast corner of a tract being conveyed to Howard Blankenship and wife; runs thence with the North line of Howard Blankenship tract West 3116 feet to the creek, metal stake located on West bank of creek about 6 feet from the corne the corner being located on J. T. Stewart's East line; runs thence with Stewart's East line North 1190 feet to a holly tree about 8-inch diameter, this being the Northeast corner of Stewart's land, the southeast corner of Wilson's land, and the Southwest corner of Elvin Blankenship's land, and also the northwest corner of the land herein described; runs thence east 66 poles to a stake with hickory pointers; runs thence in an Eastern direction with the branch 52 poles; runs thence East 56 poles to a stake in the West side of the Sand Ridge Road; runs thence South with the West side of said road 1150 feet to the beginning, and containing 83 acres, more or less, Included in these calls and hereby excluded is 1.1 acre sold to Doris Jean Middleton on 11/15/63, Deed Book 87, Page 232-3, ROHCT. True North used being 3 Deg. East of Magnetic North.

This being part of the same land conveyed to M. E. Blankenship and wife, Vernie Blankenship, by deed of A. S. Fesmire and wife, Maggie Fesmire, dated October 27, 1942, and recorded in Deed Book 63, Page 387, Register's Office, Henderson County, Tennessee, and also by deed of S. W. Milam and wife, Lottie Milam, dated November 11, 1943, and recorded in Deed Book 65, Page 233, Register's Office, said County.

The cost is taxed against the defendant and for all of the foregoing execution may issue.

Stephen North
STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

James H. Hill
JAMES H. HILL, Attorney for Plaintiff

Enter This 18 Day of June, 1975

I hereby certify that I have mailed a copy of this decree to the Attorney for the defendant, Richard E. Norman, Jr., 2720 Nolensville Rd., Suite 7, Nashville, Tennessee 37211, this the 17th day of June, 1975

James H. Hill
JAMES H. HILL, Attorney

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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* Norma Frances Cargile Blankenship *Plaintiff, and* Harold Wayne Blankenship *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 15th *day of* August *in the year one thousand nine hundred and* Seventy Five *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Butler, *D. C.*