6-24-76
18/2072

BOOK 5055 PAGE 615

IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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pw

HELEN WILLIAMS OGLES

VS.

JOHN EDWIN OGLES

NO. 81799

FINAL DECREE

This cause came on to be heard, this 16th day of June, 1976, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon original bill for absolute divorce filed by the plaintiff, default judgment having been entered and after testimony of the plaintiff and her witnesses, the Court was of the opinion that the allegations in the original bill had been fully sustained, that is that the defendant has been guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper for her to be under his dominion and control, and the Court was further of the opinion that the property settlement agreement entered into, by and between the parties, be and the same is hereby approved.

ACTION MISC * 14.00 * 14.00

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that plaintiff be and she is hereby granted an absolute divorce 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 agreement entered into, by and between the parties, is approved and made a part of this final decree, which property settlement agreement reads in words and figures as follows:

"1. That husband will pay to wife the sum of $300.00 a month as child support and in addition, he will pay for the tuition of the children at such private schools as they may attend.

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2. That wife shall have the full care, custody and control of the minor children of the parties and husband shall have visitation with the parties' minor children at reasonable times and places.

3. The residence of the parties will be sold and the proceeds shall be applied to the total indebtedness of the parties, including respective attorneys' fees. Should such proceeds not discharge this indebtedness, the parties will be responsible for their respective personal debts. Any proceeds remaining after the discharge of the indebtedness shall be split equally.

4. Wife will retain the vehicle that she is presently driving and will be responsible for any indebtedness thereon.

5. Husband shall receive the mutual funds and each shall receive five (5) shares of Eastman Kodak stock.

6. Wife shall retain the Clarksville property and husband shall retain the North Carolina property.

7. Husband shall have the right to deduct the children on his income tax return.

8. Husband shall keep in full force and effect the medical insurance that he has on the children and shall pay any medical bills for the children beyond the coverage of insurance until they have reached the age of eighteen (18) years.

9. Each party shall sign the necessary documents to transfer the various properties mentioned herein.

10. Husband will provide reasonable assistance for the college education of the children regardless of the fact that they have obtained the age of eighteen (18) years.

WITNESS our signatures, this the 21 day of May, 1975.

/s/ Jack A. Butler
Witness

/s/ Helen Williams Ogles
Helen Williams Ogles

/s/ Howard S. Liebengood
Witness

/s/ John Edwin Ogles
John Edwin Ogles

A D D E N D U M

At the signing of this custody and property settlement agreement, husband is some several months behind on the house note and the parties have agreed that husband will catch these payments up and for any reason should they not be caught up at the time of the sale of the property, husband will owe this amount and it shall not be considered in arriving at one-half of the equity to go to wife and husband shall hold wife harmless for the back payments on the house and lot owned by the parties as tenants by the entirety.

WITNESS our signatures, this the 26 day of May, 1975.

/s/ Jack A. Butler

/s/ Howard S. Liebengood

/s/ Helen Williams Ogles

/s/ John Edwin Ogles

11. The property referred to in paragraph three which is now owned by the parties as joint tenants is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 242, Brookmeade, Section 7 as of record in Book 2331, page 5, Register's office for said County.
>
> SAID Lot No. 242 fronts 110 feet on the southwesterly side of Templeton Drive and runs back between lines 388.5 feet on the southeasterly line and 318 feet on the northweasterly line to a line at the rear measuring 185 thereon.
>
> BEING the same property conveyed to John M. Omohundro III and wife, Peggy C. Omohundro by deed from William Gavin Scott, Jr., and wife, Elizabeth M. Scott, of record in Book 3704, page 245, Register's office for Davidson County, Tennessee.
>
> This conveyance is made subject to Plan of Record in Book 2331, page 5, RODC, shows owners certificate, 60 foot setback lines, 10 foot utility easement on rear and 2.5 x 20 foot utility anchor easement on northwest corner, sewer easement to Metro, being 10 feet wide and parallel to and immediately northeast of the existing utility easement across the rear, of record in book 4365, page 522.
>
> BEING the same property conveyed to John E. Ogles and wife, Helen W. Ogles by warranty deed, of record in Book 4473, Page 951 and page 952.

12. The North Carolina property which is now vested in plaintiff to be hers absolutely is described in words and figures as follows:

> FIRST TRACT: BEGINNING on a stake on the West bank of the river, Ollie Dale's Southeast corner and runs down the river 17 1/3 poles to a water birch, the Southeast corner of Ardan Martin lands; thence runs West with the Jake Martin line 66

poles to a stake in Brackens line; thence North 17 1/2 poles with same to a stake; thence East 72 poles to the beginning, containing 7 1/2 acres.

SECOND TRACT: BEGINNING on a hickory on the South side of the Fires Creek Road, in the East boundary line of the McDowell lands and runs East 8 poles with the road to a stake; thence N 15 E 93 poles to a black oak; thence 18 poles to a stake, the Northwest corner of Aden Martin lands; thence S 15 W 87 poles to a stake; thence East 10 poles to a stake; thence 6 poles to the beginning, containing 11 1/2 acres.

THIRD TRACT: BEGINNING on a stake on the bank of the river, Harve Martin's Southeast corner, and runs down the river 17 1/3 poles to a black gum on the bank of the river; thence West 72 poles to a stake in Bracken's line; thence North with the same 17 1/3 poles to a stake; Harve Martin's corner; thence East with his line 72 poles to the beginning, containing 7 1/2 acres.

Being the same lands described in the deed from Harley Martin, et als, to Verlon Martin, dated February 24, 1964, and recorded in Deed Book 53 at page 39 in the office of the Register of Deeds of Clay County, N. C., reference to which is hereby made.

FOURTH TRACT: BEGINNING on an iron pipe, edge of woods, corner of Harley Martin and runs East 165 feet, corner of the old J.O. Martin tract; thence South 113 feet to an iron pipe, corner Harve Martin; thence continuing South 33 feet to the centerline of Fires Creek Road; thence with said road Westward cours 155 feet; thence North 7 West 263 feet to the beginning, containing 0.85 acres.

Being the same lands described in the deed from Harley Martin, widower, to Verlin Martin, dated August 7, 1965, and recorded in Deed Book 54 at page 41 in the Office of the Register of Deeds of Clay County, N. C., reference to which is hereby made.

Being the same property conveyed by Verlon Martin and wife, Edna Martin to Andrew G. Pursley, et als by deed dated October 19, 1970 in Book No. 61, page 194, Register's Office for County of Clay, N. C.

The Clarksville property which is now vested in defendant husband to be his absolutely is described in words and figures as follows:

Being Lot No. 23 and Lot No. 24, Block B of the Hickory Grove Sub-division as shown by Plat of Record in Plat Book 1, plat no. 117, page 17, Register's Office for Montgomery County, Tennessee, and being the same property conveyed to the said Corrine M. Wilhote by deed from B.M. Hickerson, Clerk and Master, by deed of record in Deed Book 129, Page 553, Register's Office for Montgomery County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant shall pay the costs of this cause for which let execution issue if necessary.

Enter this 24th day of June, 1976.

/s/ James Swiggart
JUDGE

APPROVED FOR ENTRY:

/s/ Jack Butler
JACK A. BUTLER
Attorney for Plaintiff

/s/ Howard Liebengood
HOWARD S. LIEBENGOOD
Attorney for Defendant

This is to certify that a true copy of the foregoing Final Decree has been forwarded to Mr. Howard S. Liebengood, attorney for the defendant in this cause, this the 24th day of June, 1976.

/s/ Jack Butler
JACK A. BUTLER

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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* true copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Helen Williams Ogles *Plaintiff, and* John Edwin Ogles *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* 4th *day of* August *in the year one thousand nine hundred and* Seventy-Six *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, D. C.

7-2-76
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IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

HELEN WILLIAMS OGLES]
]
VS.] NO. 8 1 7 9 9
]
JOHN EDWIN OGLES]

AGREED ORDER

In this cause, it appearing to the Court that the final decree erroneously awarded certain property to the husband and erroneously awarded certain property to the wife and it appearing to the Court as evidenced by the signatures of the respective counsel hereon that the final decree can be amended as follows:

That the North Carolina property should be vested in the defendant to be his absolutely, which is properly described in the final decree and further that the final decree should provide that the Clarksville property is now vested in plaintiff to be hers absolutely, which is properly described in the final decree.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the final decree is amended to read that wife shall retain all right, title and interest to the Clarksville property, which is properly described in the final decree and further that husband shall retain all right, title and interest to the North Carolina property, which is properly described in the final decree.

Enter this 2nd day of July, 1976.

/s/ James Swiggart
JUDGE

APPROVED FOR ENTRY:

s/ Jack Butler
JACK A. BUTLER

Attorney for Plaintiff

Filed 7/2/76

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s/ Howard Liebengood
HOWARD S. LIEBENGOOD
Attorney for Defendant

This is to certify that a true copy of the foregoing Agreed Order has been forwarded to Mr. Howard S. Liebengood, attorney for the defendant in this cause, this the 2nd day of July 1976.

s/ Jack Butler
JACK A. BUTLER

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IDENTIF. REFERENCE

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REGISTER
DAVIDSON CO., TENN.

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STATE OF TENNESSEE

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IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 4th *day of* August *in the year one thousand nine hundred and* Seventy-Six *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*