IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA D. PLUMLEE)
)
)
vs.) No. 92946
)
)
JAMES M. PLUMLEE)

FINAL DECREE

This cause came on to be heard before the Honorable Frank Newman, Special Judge, on October 30, 1978, upon the original Complaint filed by the Plaintiff seeking an absolute divorce, Answer thereto filed by the Defendant, Property Settlement Agreement, statement of counsel for the respective parties, and witnesses heard in open court, from all of which the Court finds that the marriage, in the language of the statute, the same being Tennessee Code Annotated 36-801-11, is beset with irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. The Plaintiff, Patricia D. Plumlee, shall be awarded an absolute divorce on the grounds of irreconcilable differences and restored to all of the rights and privileges of an unmarried person.

2. The Plaintiff, Patricia D. Plumlee, shall be awarded the absolute care, custody, and control of the minor children of the parties, to-wit, James Martin Plumlee, age six years, and Wade Dodson Plumlee, age two years, with reasonable rights of visitation in the Defendant at all times and places.

3. The Court hereby approves the Property Settlement Agreement entered into by and between the parties and as set forth as follows:

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA D. PLUMLEE)
)
)
vs.) No. 92946
)
)
JAMES M. PLUMLEE)

PROPERTY SETTLEMENT AGREEMENT.

This Agreement is made on the ___ day of _____ 1978 by and between the parties and is a property settlement agreement for the purposes of dividing the existing properties and setting forth future obligations in contemplation of divorce between PATRICIA D. PLUMLEE (herein referred to as "Wife") and JAMES M. PLUMLEE (herein referred to as "Husband").

WHEREAS, Wife has filed a bill in the Circuit Court for Davidson County, Tennessee, wherein she seeks an absolute divorce on the grounds of irreconcilable differences; and

WHEREAS, Wife and Husband have encountered certain irreconcilable differences in their marriage as a result of which they are living separate and apart; and

WHEREAS, it is the desire to the parties to make property provisions for the custody, support, and care of their minor children, to-wit, James Martin Plumlee, born December 17, 1971, age six years, and Wade Dodson Plumlee, born October 25, 1976, age two years, together with the rights of the Wife and her alimony and support.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings hereinafter stated, the parties agree as follows:

1. The absolute care, custody, and control of the minor children of the parties, to-wit, James Martin Plumlee, age six years, and Wade Dodson Plumlee, age two years, shall be vested in the Wife. The Husband shall have reasonable visitation rights with the children at reasonable times and places.

Husband shall pay as child support the amount of $600.00 per month commencing on November 1, 1978, and each month thereafter. The Wife shall have the children as Internal Revenue Service deductions.

2. The parties own two parcels of real property, the principal piece of property being a residence located at 844 Lakemont Drive, Oak Hill, Nashville, Davidson County, Tennessee, and the seccnd being a piece of property located at 3304 Charlotte Avenue, Nashville, Davidson County, Tennessee. A xerox copy of the legal descriptions and deeds are attached hereto and incorporated by reference for a more and complete legal description of said real property, the 844 Lakemont Drive property being marked "Exhibit A" and the property at 3304 Charlotte Avenue being marked "Exhibit B." The parties agree that the Wife shall be vested with the absolute fee simple title in the 844 Lakemont Drive real estate (Exhibit A) and that all right, title, and interest in the Husband shall be divested out of him and vested in the Plaintiff as alimony to her, with the Husband retaining a $2,000.00 lien on said real property, to be paid at the time said property is sold.

The Husband shall be vested as his sole and separate property ~~fee~~ the real estate at 3304 Charlotte Avenue (Exhibit B), and all right, title, and interest in the Wife shall be divested out of her and vested in the Husband.

3. Wife agrees to tender to the Husband a Firebird Pontiac automobile upon receiving from the Husband $1,000.00 in cash.

4. The parties agree that the Wife shall live in the residence located at 844 Lakemont Drive until said house is sold and the Defendant agrees to pay $300.00 per month to the Plaintiff until said house is sold, said monies to be applied on the mortgage of the home and, further, the parties agree that the Plaintiff Wife shall pay one-half of the utilities in

the home and upon presentment of the utility bills to the Husband that he shall contribute directly to her one-half of said utility payments, it being the Wife's responsibility to make payments for said utilities.

5. The Husband has life insurance in the approximate amount of PAP approximately $22,000 to $25,000 with Southwestern Life Insurance Company, and Husband agrees to assign as irrevocable beneficiaries the children and agrees to furnish an irrevocable beneficiary form that said assignment has been effectuated.

6. The Husband owes various notes to banking institutions and the Husband agrees to hold Wife harmless on these indebtednesses. Wife shall hold Husband harmless on any debts which she has made.

7. Husband and Wife previously owe an installment note at First American National Bank, and Husband agrees to assume the payment of said note and agrees to hold Wife harmless with regard to said indebtedness.

8. The furnishings located at 844 Lakemont Drive, Oak Hill, Nashville, Davidson County, Tennessee, shall be the sole and separate property of the Wife and all right, title, and interest in the Defendant shall be divested out of him and vested in Wife as her sole and separate property as further alimony to her. The Wife agrees to convey to Husband the yard equipment upon the sale of the house, the same being a Sears 16 horsepower tractor and miscellaneous garden tools.

9. The Husband agrees to pay William L. Underhill, the attorney for Wife, as further alimony to the wife, the sum of $1,000.00 for services rendered in this matter to the Wife and children.

10. Upon any legal action being taken between the parties, separation, separate maintenance, or divorce, this Agreement will be exhibited to the Court for approval and incorporated into any Final Decree. ~~The court costs of any such proceeding shall be paid by the Husband.~~ PAP

Executed at Nashville, Davidson County, Tennessee, the day and date first above written.

William L. Underhill
Attorney for Plaintiff

Patricia D. Plumlee
Plaintiff

H. Fred Ford
Attorney for Defendant

James M. Plumlee
Defendant

* * *

The costs of this cause shall be taxed one-half to each party, for all of which let execution issue if necessary.

Entered this 6th day of November 1978.

Frank Neuman
Sp. JUDGE

APPROVED FOR ENTRY:

William L. Underhill
Attorney for Plaintiff
214 Third Avenue North
Nashville, Tennessee 37201

Enter This 6 Day of Nov., 1978

C.C. - H. Fred Ford

H. Fred Ford
Attorney for Defendant
325 Plus Park Boulevard
Nashville, Tennessee

624 05/04 20.00- CHECK

F-27690

BOOK 5431 PAGE 35

IDENTIF. REFERENCE

MAY 4 9 52 AM '79

FELIX T. NELSON JR. REGISTER
DAVIDSON COUNTY, TENN.

92946

Minute Book 114B Page 944

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* Patricia D. Plumlee *Plaintiff, and* James M. Plumlee *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* 12th *day of* April *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Linda A. Bourne, *D. C.*

5037

FREC OF

BOOK 5037 PAGE 123

FORM NO. W-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER $ 16,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF May 1978

Notary Public

MY COMMISSION EXPIRES 11-6-79

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Michael J. Philbin, Atty., 300 James Robertson Pkwy., Nashville, Tenn.
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Plumlee (NAME)	James Plumlee (NAME)	Map 160-9
Lot 81 Oak Hill Estates (STREET ADDRESS OR ROUTE NUMBER)	836 Forrest Hills Drive (STREET ADDRESS)	Par. 6
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	OH 18495

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Vander, Inc., a Tennessee Corporation

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO James Plumlee

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO WIT:

Being Lot 81 on the Plan of Oak Hill Estates, Section II, of record in Book 4460, page 36,37 and 38, Register's Office for Davidson County, Tennessee.

Said Lot No. 81 fronts 135.50 feet on the northerly margin of Lakeview Drive and runs back 337.82 feet on the easterly line and 350.0 feet on the westerly line to a dead line in the rear which measures 250.89 feet thereon.

Being the same property conveyed to Vander, Inc., by deed from Thomas & Hill, Inc., of record in Book 4918, page 232, Register's Office for Davidson County, Tennessee.

This conveyance is subject to all matters on on the plan of record in Book 4460, pages 36,37 and 38 said Register's Office and to the restrictions of record in book 4537, page 496 said Register's Office.

This is Unimproved (X) Improved ( ) property, known as Lot 81 Plan of Oak Hill Estates, Nashville, Tenn.
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 21st day of May, 19 78

VANDER, INC., a Tennessee Corporation

BY: Phillip E. Hill,
Secretary

"EXHIBIT A"

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

36

BOOK 5431 PAGE 37

Book 5037 PAGE 124

STATE OF TENNESSEE
Davidson County

Personally appeared before me _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 19____

Commission expires _____

_____
Notary Public

STATE OF TENNESSEE
Davidson County

Before me, Shirley E. Jackson, a Notary Public within and for the State and County aforesaid, personally appeared Phillip E. Hill and _____ with whom I am personally acquainted and who upon (this oath) (their several oaths) acknowledged (himself) (themselves) to be the Secretary-Treasurer and _____ respectively of the Vander, Inc., a Tennessee Corporation the within named bargainor, a corporation, and that (he) (they) as such Secretary-Treasurer and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Phillip E. Hill as such Secretary-Treasurer, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at Nashville, Tennessee on this the 21st day of May, 19 76

My commission expires 11-6-79

_____
Notary Public

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

D 54591

WARRANTY DEED

FROM VANDER, INC.

TO James Plumlee

IDENTIFICATION REFERENCE

Jun 18 4 04 PM '76

REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

6*	CONV	16,000.00		
6*	RS'TAX		8*	47.50
6*	RECFEE		6*	.50
6*	MTGFED		0*	.00
			*	48.00

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing on This Document Unsatisfactory When Received.

(B)

BOOK 5431 PAGE 38

BK 4647

OFFICIAL RECORD

BOOK 4647 PAGE 338

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $15,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16 DAY OF October, 19 72

Notary Public

MY COMMISSION EXPIRES 7-25-73

(AFFIX SEAL)

3304

THIS INSTRUMENT WAS PREPARED BY
A. Braden Floyd, Jr., Attorney, 330 White Bridge Rd., Nash., Tenn.
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James M. Plumlee	Same	Map 92-9
1440 Otter Creek Rd.	"	Par 361
Nashville, Tennessee	"	PW
		1W-67-78

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE R. K. Kimmons and wife, Mamie Dinning Kimmons

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO James M. Plumlee and wife, Patricia D. Plumlee

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

A certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

BEING Lot No. 29 in the Subdivision of part of the J. M. Wilcox 25 acre tract, a plan of which is of record in Book 161, page 159, Register's Office of Davidson County, Tennessee.

SAID Lot No. 29 fronts 50 feet on the North side of Charlotte Avenue and extends back northwardly between parallel lines on the east line 138 feet and on the west line 139 feet to an alley 20 feet wide.

BEING the same property conveyed to R. K. Kimmons and wife, Mamie Dinning Kimmons by deed from Charles Perry and wife, Laura Wray Perry of record in Book 675, page 725, Register's Office for Davidson County, Tennessee.

Unimproved / This is improved } property, known as 3304 Charlotte Avenue (House Number) (Street) Nashville, Tenn. (P. O. Address) (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 16 day of October, 1972

R K Kimmons

Mamie Dinning Kimmons

"EXHIBIT B"

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

951

MEMR 1078

BK 4647

REC

OFF

STATE OF TENNESSEE
Davidson County

BOOK 4647 PAGE 339

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named R. K. Kimmons and wife, Mamie Dinning Kimmons

the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 16 day of Oct. 1972

Commission expires 7/31/73

Notary Public

STATE OF TENNESSEE
Davidson County

Before me, a Notary Public within and for the State and County aforesaid, personally appeared and with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the respectively of the within named bargainor, a corporation, and that (he) (they) as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said as such, and attesting the same by the said as such.

Witness my hand and official seal at office at on this the day of, 19.

My commission expires

Notary Public

WARRANTY DEED

FROM

R. K. KIMMONS AND WIFE,

MAMIE KIMMONS

TO

JAMES M. PLUMLEE and wife,

PATRICIA D. PLUMLEE

B80408

T

IDENTIF. REFERENCE

OCT 17 2 57 PM '72

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

OCT 17 72	CONV	18,000.00			
OCT 17 72	STAX		A*	46.80	
OCT 17 72	RFEE		A*	.50	
OCT 17 72	MTDEED		A*	4.00	* 51.30

RECORDER'S MEMO:

Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.