2-1-11
33A/436

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY,

TENNESSEE AT NASHVILLE

Map 116-9
Par 65 Js

LINDA BLACKWOOD OMAN,)

Plaintiff,)

NO. 8 2 1 7 0

Vs.)

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STIRTON OMAN, JR.,)

Defendant,)

FINAL DECREE

This cause came on to be further heard on this the 26th day of January, 1977, the Court having heretofore granted the Defendant's motion for a new trial upon the issues of alimony and child support, before the Honorable Stephen E. North, Judge, upon the entire record in this cause, at which time the parties announced through their respective solicitors of record that they had agreed as to the distribution of properties, both real and personal, owned by them as tenants by the entireties, jointly or otherwise, the amount of child support for the minor children, as well as providing an education for each of the children, both prep school and college, hospitalization and medical insurance coverage, alimony to the Plaintiff, including alimony in solido, relief granted under certain guaranties and/or joint obligations; however, the fixing of Plaintiff's attorneys' fees were reserved for disposition by the Court, and the agreement heretofore announced is in all things hereby ratified and approved by the Court; and,

It is therefore ORDERED, ADJUDGED AND DECREED by the Court as follows:

REAL ESTATE:

All right, title and interest the Defendant has in the parties' home located at 5943 Sedberry Road, Nashville, Tennessee, be divested from him and vested in the Plaintiff, Linda Blackwood Oman, in fee simple to have and to hold as her own, together with all household furniture and furnishings

located therein, said real estate being more particularly described as follows:

> Being Lot No. 322 on the Plan of Hillwood Estates, Section 12, as of record in Book 2663, page 109, Register's Office for said County. Said Lot No. 322 fronts 175 feet on the easterly side of Sedberry Road and extends back between parallel lines 250 feet to a dead line. Being part of the real property conveyed to H. G. Hill Realty Company by deed from Horace G. Hill, Jr., dated January 9, 1941, filed January 17, 1941, and recorded in Book 1174, page 84, said Register's Office. This conveyance is made subject to ten-foot utility easement along rear line of premises, 100-foot building setback line from Sedberry Road, and conditions of owners certificate, as shown on plan of record in Book 2663, page 109, said Register's Office. It is understood and agreed that the grantee shall consult with Davidson County Highway Department before the installation of any driveway, culvert, or other structure within the dedicated roadway, and such placement or construction shall be done in accordance with the rules and regulations of said Highway Department.
>
> Being the same property conveyed to Stirton Oman, Jr. and wife, Linda B. Oman, by deed from H. G. Hill Realty Company as of record in Book 3028, page 138, Register's Office for Davidson County, Tennessee.

and all right, title and interest the Defendant, Stirton Oman, Jr., might have in the property located at 4304 Harding Place, Davidson County, Tennessee, owned by the parties as tenants by the entirety, be divested out of him and vested in Linda Blackwood Oman, in fee simple, to have and to hold as her own and said real estate is more particularly described as follows:

> Being Lot No. 191-C on the plan of the resubdivision of part of Royal Oaks Subdivision as of record in Book 974, pages 4 and 5, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 191-C fronts 99.3 feet on the northerly side of Harding Place and extends back 260 feet on the westerly line and 263.6 feet on the easterly line to the southerly line of Lot No. 189-B, measuring 99.9 feet thereon.
>
> Being the same property conveyed to Stirton Oman, Jr. and wife, Linda B. Oman, by deed from Richard W. Lambright and wife, Judith B. Lambright, by deed of record in Book 4658, page 199, Register's Office for Davidson County, Tennessee.

The Plaintiff, Linda Blackwood Oman, will assume the remaining balance on any and all mortgages presently encumbering the property on Harding Place and she shall hold the Defendant, Stirton Oman, Jr., harmless from any obligations secured by said mortgage or mortgages.

PERSONAL PROPERTY:

The Defendant, Stirton Oman, Jr., shall transfer to the Plaintiff, Linda Blackwood Oman, One Thousand (1,000) shares of Wendy's stock, said security to be her sole and separate property.

CHILD SUPPORT:

The Defendant shall pay to the Plaintiff the sum of Four Hundred Dollars ($400.00) per month for each child beginning on the first day of February, 1977, and each month thereafter; however, the sums so paid for this purpose shall be reduced by Four Hundred Dollars ($400.00) as each child attains their eighteenth birthday.

Further, for the use and benefit of the minor children, Stirton Oman, Jr., shall pay tuition costs, books and such uniform expenses as may be required at Harpeth Hall School and Battle Ground Academy, until each has completed his or her education at said schools, and shall likewise pay the tuition, book expense, as well as room and board for said children upon their entering a college or university, and these payments shall continue for each child for a period of four (4) years thereafter.

The Defendant, Stirton Oman, Jr., shall maintain the minor children as beneficiaries under medical and hospitalization insurance policies which are presently in force.

In view of the provisions with reference to child support, the Defendant, Stirton Oman, Jr., shall be entitled to claim the minor children as dependents on his income tax returns.

ALIMONY:

The Defendant shall pay to Plaintiff, Linda Blackwood Oman, the sum of One Thousand Dollars ($1,000.00) commencing on the first day of February, 1977, and continuing monthly thereafter until her death or remarriage.

The Defendant shall pay to the Plaintiff, Linda Blackwood Oman, as alimony in solido the sum of Ninety-one Thousand Five Hundred Dollars ($91,500.00) payable as follows: On the last day of February, 1977, the sum of Twenty-one Thousand Five Hundred Dollars ($21,500.00); on the last day of February, 1978 and 1979, the sum of Fifteen Thousand Dollars ($15,000.00); on the last day of February, 1980, the sum of Ten Thousand Dollars ($10,000.00); on the last day of February, 1981 through 1985, the sum of Five Thousand Dollars ($5,000.00); and on the last day of March, 1986, a final payment of Five Thousand Dollars ($5,000.00).

INSURANCE:

The Plaintiff, Linda Blackwood Oman, presently owns insurance policies on the life of the Defendant, Stirton Oman, Jr., which total One Hundred Seventy-two Thousand Five Hundred Dollars ($172,500.00), said policies being separately listed as follows:

Mutual Benefit - No. G2004-01 - $47,500.00
Oman Construction Company, Inc. (group)

Mutual Benefit - No. G2004-02 - $50,000.00
Oman Construction Company, Inc. (group)

Mutual Benefit - No. G9150-A - $50,000.00
Tennessee Roadbuilders Association (group)

Provident Life and Accident Insurance Company
No. 6564 - $25,000.00
Black Diamond Enterprises (group)

All of the above listed policies are presently being carried through Alden H. Smith, Special Agent, and Plaintiff's ownership will not be altered or title divested from her even should the master policies be altered or terminated.

JOINT OBLIGATIONS:

The Defendant, Stirton Oman, Jr., shall hold the Plaintiff, Linda Blackwood Oman, harmless from any and all obligations due First American National Bank of Nashville under a guaranty agreement executed by the parties in October of 1971, or any obligation which may be assessed against her by the Internal Revenue Service up to and including the date of this decree.

PRIOR ORDERS:

The restraining order heretofre issued by this Court on or about December 29, 1976, shall remain in full force and effect pending further orders, and the protective order heretofore issued by this Court on or about the 12th day of January, 1977, shall likewise remain in full force and effect.

ATTORNEYS' FEES AND COURT COSTS:

After due consideration, the Court does find that the sum of Thirty Thousand Eight Hundred Nineteen Dollars ($30,819.00) to be fair and reasonable for services rendered the Plaintiff by her attorneys, Joe P. Binkley, Sr. and Joe P. Binkley, Jr., and it is hereby ORDERED that one-half (1/2) of said sum shall be paid by Stirton Oman, Jr. on or before the last day of February, 1978, with interest at the rate of eight and one-half percent per annum (8-1/2%).

The Defendant, Stirton Oman, Jr., shall pay the costs of this cause.

Enter this 1 day of Feb., 1977.

STEPHEN C. NORTH, JUDGE

APPROVED AND AGREED TO:

Linda Blackwood Oman
Linda Blackwood Oman, Plaintiff

Stirton Oman
Stirton Oman, Jr., Defendant

Joe P. Binkley
Joe P. Binkley, Sr.

Joe P. Binkley, Jr.
Joe P. Binkley, Jr.

ATTORNEYS FOR PLAINTIFF

A. B. Neil
A. B. Neil, Jr.

ATTORNEY FOR DEFENDANT

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F. 60495

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IDENTIF. REFERENCE RUSH

OCT 30 3 05 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Docket #82170

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 *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Linda Blackwood Oman *Plaintiff, and* Stirton Oman, Jr. *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* 30th *day of* October *in the year one thousand nine hundred and* seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By K. Loxley, *D. C.*