MAP-PARCEL NUMBERS
90-8-185
90-8-183
128-10-131
104-10-80
142-1-98

6791 01/11 72.00- CHECK

12-7-76
102B/1071

SARAH CATHERINE PEWITT FLEMING] IN THE FOURTH CIRCUIT COURT OF
] DAVIDSON COUNTY, TENNESSEE
VS.]
] NO. 84488
JAMES ANTHONY FLEMING]

D E C R E E

BOOK 5554 PAGE 29

This cause came on to be heard on this the 19th day of November, 1976, before the Honorable Benson Trimble, Judge, Division IV, Circuit Court of Davidson County, Tennessee, upon the original bill filed by the plaintiff, Sarah Catherine Fleming, and the answer of the defendant, James Anthony Fleming. It being announced to the Court by attorneys representing the respective parties that prior to the hearing of this cause, that a property settlement agreement had been reached by and between the parties, and that in addition thereto, that the answer of the defendant would be withdrawn and the matter tried on an uncontested basis, and the Court having heretofore entered an order transferring this matter from the contested to the non-contested docket, the cause was heard by the Court on a non-contested basis, but with counsel for the respective parties being present. In addition thereto, the property settlement agreement heretofore entered into by and between the parties was tendered to the Court with the request that in the event that the Court saw fit to grant the plaintiff the relief sought, that said agreement would be considered by the Court for inclusion in the final decree entered in the cause. From a review by the Court of the facts heretofore stated, testimony of the plaintiff and her corroborating witnesses, statement of counsel for both parties, and a review of the entire record in this cause, the Court was of the opinion that the plaintiff did successfully sustain her grounds for divorce, that

is, that the defendant has been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

The Court was of the further opinion that the property settlement agreement entered into by and between the parties should be ratified by the Court and included in the final decree to be entered in this cause.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Sarah Catherine Fleming, is awarded an absolute divorce from the defendant, James Anthony Fleming, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement entered into by and between the parties and submitted to the Court at the hearing of this cause be and the same is ratified by the Court and made a part of this final decree. The plaintiff and the defendant are ordered to do all things necessary, including the execution of documents, transfer of deeds, acquisition of insurance policies, etc., as are set forth in the property settlement agreement, which reads as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into by and between SARAH CATHERINE PEWITT FLEMING, hereinafter referred to as the "WIFE" and JAMES ANTHONY FLEMING, hereinafter referred to as the "HUSBAND" both citizens and residents of Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, the parties hereto were married on October 16, 1957 and two children have been born of the union, namely, Catherine Ann Fleming and James A. Fleming, Jr.; and,

WHEREAS, the parties own certain real and personal property; and,

WHEREAS, certain differences have arisen between them which have caused them to determine that they can no longer continue the marital relationship and cohabit as man and wife, and they are now living separate and apart from each other; and,

WHEREAS, it is the desire of both parties to settle and determine their property rights and all rights of support and maintenance, dower and homestead interest and all other rights of whatever descriptio existing between the parties arising out of the marital relationship, and to provide for the care and support of the aforementioned minor children;

NOW, THEREFORE, the parties hereto for and in consideration of the mutual promises herein made and of the acts to be performed by them, agree, as follows:

1. The parties agree that the WIFE shall have the care, custody and control of the minor children of the parties subject to such orders as a Court of competent jurisdiction might enter during the minority of said children. The HUSBAND shall have specific visitation periods every other week-end between the hours of 6:00 P. M. on Friday to 6:00 P. M. on Sunday and agrees that he shall notify the

WIFE by 10:00 A. M. on Fridays whether or not he desires to exercise the visitation rights for that particular week-end. In addition, the HUSBAND shall have the right to have the children visit with him at such other times and places as the children or either of them may desire.

2. The HUSBAND shall pay for the support and maintenance of the minor children to the WIFE the sum of One Hundred ($100.00) Dollars for each child with said payments to be made on the first day of each month. Said payments shall continue during the minority of said children or until they otherwise become emancipated and subject to such orders with regard to the children as a Court of competent jurisdiction may enter during their minority. The parties agree that so long as the WIFE is the custodian of the children and the amount of support set forth in this agreement continues to be the same that the WIFE may take both of the children as dependents for income tax purposes.

3. The Husband shall retain and keep in force a certain life insurance policy now maintained by the HUSBAND in the amount of $50,000.00 naming the children as equal beneficiaries thereof. The HUSBAND shall pay the premiums upon said insurance and shall arrange for the WIFE to be notified in the event of any default in the payment of the same. There shall be no obligation on the HUSBAND to continue said insurance after the youngest child has reached her majority.

4. The HUSBAND shall maintain the existing health and accident insurance coverage on the minor children until said children reach their majority and in the event he is unable to maintain said existing insurance he will obtain either the same or a similar health and accident policy for that purpose.

5. The WIFE shall be vested with sole and separate title to all of the household furnishings, appliances and personalty located at the residence at 211 Colt Drive in Nashville. The HUSBAND

agrees that he shall immediately release possession of the premises at 211 Colt Drive and the WIFE shall have the right along with the minor children to reside in said premises until November 1, 1976. All furnishings, appliances located in the duplex at 6409 Robertson Ave. or otherwise shall be the sole and separate property of the HUSBAND, except the child's poster bed located at 6409 Robertson Ave. which shall become the sole property of the WIFE.

6. The WIFE shall be titled with sole ownership of the 1973 Ford LTD. automobile, free and clear of any liens or encumbrances.

7. The WIFE shall be titled with the 1966 Thunderbird automobile which she shall retain for the use of the parties son at such time as he is legally able to operate the same and when he reaches the age of eighteen she agrees that she will vest title of said vehicle into the son's name.

8. It is understood and agreed by the parties that they have entered into a contract for the sale of certain property owned by them located at 1118 57th Avenue, North in Nashville, Tennessee and that said sale shall be closed within the immediate future. The parties agree that the net proceeds from that sale shall be used to pay and discharge various obligations owed by one or both parties in the following order of preference, to-wit:

(a) A promissory note to First American in the approximate amount of $2,000.00;

(b) The balance of the indebtedness on the wife's 1973 Ford in the approximate amount of $1,600.00;

(c) To pay repair charges for the 1973 Ford in the approximate amount of $1,500.00;

(d) To pay the Wife's Master Charge personal card in the approximate amount of $1,000.00;

(e) To pay the First American personal line of credit account in the approximate amount of $2,000.00;

(f) To pay and discharge the wife's attorneys fees in the domestic litigation owed to Mr. Jack Norman, Jr., in the amount of $1,750.00 and to pay and discharge the attorneys fees owed to the Husband's attorney in the pending domestic litigation, John W. Kelley, in the amount of $1,500.00. The parties agree that the closing agent or attorney closing this sale is hereby authorized to withhold these sums and pay the same direct to these respective counsel.

(g) To pay and discharge current bills and gas bills approximating $1,500.00;

(h) To pay existing medical and doctor bills;

(i) To pay and discharge the Master Charge account with Commerce Union Bank;

(j) To pay and discharge the Fleming & Associates Master Charge account.

9. The WIFE shall be vested with sole title and ownership in fee simple of the property located at 213 Colt Drive and 743 Reeves Road in Nashville, Davidson County, Tennessee. The WIFE agrees to indemnify and hold harmless the HUSBAND of any mortgage note payments or any other obligations arising out of said real estate that may arise from and after the date of the execution of this agreement.

10. The HUSBAND shall be vested with sole title and ownership in fee simple in the following real properties located in Davidson County, Tennessee, and generally described as follows: 330 Chesterfield Avenue, 6405 Robertson Road, 6409 Robertson Road, 286 Delvin Drive, 102 Colt Drive and 204 Colt Drive. The WIFE relinquishes any and all of her interest in said real estate and the HUSBAND agrees to indemnify and hold the WIFE harmless from any mortgage note obligations or any other obligations that may arise out of said real properties from and after the date of this agreement hereto.

11. It is understood and agreed by the parties that they have entered into a contract for the sale of their residence located at

211 Colt Drive in Nashville, Tennessee. The parties agree that from the net proceeds received from the sale of said real estate the WIFE shall receive the sum of $5,000.00 in cash and any net proceeds over and above that sum shall be the sole and separate property of the HUSBAND.

12. It is understood and agreed by the parties that the HUSBAND shall be vested with sole ownership and control of all of the stock of Fleming & Associates, Inc., including all equipment, records and books of the corporation and the WIFE does hereby release any interest that she might have as well as any right of employment that might exist as an officer or employee of that said company. The HUSBAND agrees that the WIFE may have her desk and the old IBM typewriter from the business premises and she agrees to remove the same promptly.

13. The HUSBAND is also vested with sole title and full ownership of the Bellevue Insurance Agency and the WIFE hereby releases to him any interest that she may have in that said Company.

14. The WIFE does hereby surrender and release any interest that she may have in and to a certain 1974 Pontiac automobile and to a 1966 Ford Van Truck which shall be retained as the sole and separate property of the HUSBAND.

15. The WIFE shall be vested with sole ownership of any savings accounts and the balance thereof now owned by the parties.

16. The WIFE agrees that the HUSBAND shall be vested with sole ownership of any Xerox Corporation stock now owned by him.

17. The WIFE shall be vested with the sole ownership in fee simple of the lake lot located in Woodlawn Shores which lot is unencumbered and the husband shall relinquish any interest that he may have in the same.

18. It is understood and agreed by the parties hereto that Fleming & Associates, Inc., shall receive its full six percent commission from the sale of real estate located at 1118 57th Avenue,

North which said real estate is referred to above and from the amount of the commission received by Fleming & Associates the WIFE shall receive seventy percent of that said commission promptly after the same has been received by Fleming & Associates.

19. It is further understood and agreed that Fleming & Associates, Inc., shall receive the amount of the commission to which it is entitled as a result of the sale of the property at 211 Colt Drive with the HUSBAND being the listing agent on said sale.

20. The parties agree that they shall seek to retire or dismiss any warrants brought against the other party now pending and covenant that they will not come about each other for the purposes of harrassing or bothering the other and insofar as it is in their power to do so will request the Court in the pending domestic litigation to enjoin each other from harrassing, molesting or bothering the other.

21. It is understood and agreed that any attorneys fees not otherwise provided for in Paragraph 8 hereof shall be the sole and separate obligation of the respective parties' to their own attorneys.

22. It is understood and fully agreed by the parties that this instrument is a contract between them setting forth the disposition of their various property rights and interest and that this said instrument and any and all of the provisions herein shall be effective as of the date of the execution of the same. It is further understood and agreed that either of the parties hereto will execute such instruments, deeds, or other documents of title necessary to convey any of the real estate or personalty to the other party as may be required by this agreement. In the event either of the parties are granted an absolute divorce from a Court of competent jurisdiction, then this agreement shall be submitted to the Court for approval, and if so approved, the same shall be made a part of the Court's orders for the enforcement thereof and for the vesting and divesting of such

title to any of the real estate or personalty as may be divided up on this agreement by the parties hereto. In such event, the complete and accurate descriptions of the real estate or any personalty shall be set forth and described in the Court's decree making disposition of the properties set forth herein.

23. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement of their property rights and interest and a full discharge of their respective claims and obligations to each other and a full release of all other claims arising out of their marital relationship, including without limitation, dower, curtesy, statutory allowance, and homestead rights. They further agree that from and after the date of this agreement that neither party will contract any indebtedness upon the credit of the other. The WIFE accepts the provisions of this agreement in full and final settlement of all claims and demands for alimony or for any other provisions for support and maintenance except as is provided for and contemplated by this agreement.

24. This agreement shall be binding and inure to the benefit of the parties hereto, their heirs or assigns.

25. It is further understood and agreed by and between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not stated herein. The provisions in this agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the agreement is fair and that it is being entered into voluntarily and with advice of counsel.

IN WITNESS WHEREOF, the parties have read this instrument and executed the same on this the 30th day of September, 1976.

Sarah Catherine Pruitt Fleming
WIFE

James Anthony Fleming
HUSBAND

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named Sarah Catherine Pewitt Fleming, who acknowledges that she executed the above instrument for the purposes therein contained.

Witness my hand and official seal this 30th day of Sept., 1976.

Regina J. Barden
Notary Public

My Commission expires:
11-21-78

* * * * * * * * * * * * *

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally aypeared before me, a Notary Public in and for said County and State, the within named James Anthony Fleming, who acknowledges that he executed the above instrument for the purposes therein contained.

Witness my hand and official seal this 30th day of September, 1976.

Mary Ann Selley
Notary Public

My Commission expires:
8-20-78

It is specifically ORDERED, ADJUDGED and DECREED that the care, custody and control of the minor children shall be vested in the plaintiff, Sarah Catherine Fleming, with the right and privilege of the defendant to see and visit said aforementioned children on an every other weekend basis from 6:00 P.M. on Friday, until 6:00 P.M. on Sunday, provided that the defendant shall notify the plaintiff of his intention to exercise said visitation by no later than 10:00 A.M. on the Friday on which the visitation is to commence. The initial visitation periods will commence on Friday, December 3, 1976, and on every other weekend thereafter according to the provisions of this decree. As support for said aforementioned children, the defendant will pay to the plaintiff by appropriate check or in such fashion as the defendant will have a record of said payments, the sum of $100.00 per child per month. Said payments are to be made on the first day of each month for that respective month, and shall commence on the first day of December, 1976. It is further agreed to by and between the parties, and specifically ORDERED, ADJUDGED and DECREED that the plaintiff wife shall have the right and privilege to claim both children as dependents for income tax purposes.

It is further specifically ORDERED, ADJUDGED and DECREED that in accordance with Item 9 of the property settlement agreement, that all of the defendant/husband's right, title and interest in and to certain real property located at 213 Colt Drive and 743 Reeves Road as is now vested in the defendant, shall be divested out of the husband/defendant, and said property shall hereinafter be vested absolutely in the plaintiff/wife.

Said property at 213 Colt Drive is more particularly described as Exhibit 1, and said property located at 743 Reeves Road is more particularly described as Exhibit 2. Both Exhibit 1 and Exhibit 2 are attached hereunto.

In addition to Exhibit 1 and by way of further description, the property located at 213 Colt Drive is additionally described as follows:

> Being the same property conveyed to James A. Fleming and wife, Sarah P. Fleming, by deed from James D. Hendricks, Jr. and wife, Brenda Hendricks, of record in Book 4754, page 903, Register's Office, Davidson County, Tennessee.

In addition to Exhibit 2 and by way of additional description, Exhibit 2 is more particularly described as follows:

> Being the same property conveyed to James A. Fleming and wife, Sarah P. Fleming, by deed from Charles F. Pemberton and wife, Judy L. Pemberton, of record in Book 4952, page 482, Register's Office, Davidson County, Tennessee.

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

BOOK 5554 PAGE 41

BOOK 4754 PAGE 903 FORM NO. WD-1

EXHIBIT 1

PREPARED BY:
A. BRALEN FLOYD, JR. ATTY.
330 WHITE BRIDGE ROAD
NASHVILLE, TN 37205

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $190450

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 4 DAY OF Oct 1973

Notary Public

MY COMMISSION EXPIRES: 4-30-75
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James A. Fleming (NAME)	Diversified Mortgage Company (NAME)	Map 128-10
213 Colt Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 173
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	090 - 62932

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, James D. Hendricks, Jr. and wife, Brenda Hendricks

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO James A. Fleming and wife, Sarah P. Fleming

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:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 168 ON THE PLAN OF STACY SQUARE, SECTION 4, AS OF RECORD IN BOOK 4460, PAGE 12, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO JAMES D. HENDRICKS, JR. AND WIFE, BRENDA HENDRICKS BY DEED FROM C & S BUILDERS, INC. OF RECORD IN BOOK 4592, page 320, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

The grantees agree and assume to pay the unpaid balance of a mortgage to Diversified Mortgage Company which is secured by the herein described property.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $190453. Affiant Sara P. Fleming
Subscribed and sworn to before me this 11th day of October 1973
Deputy Register J. Head

This is { } unimproved { } improved property, known as 213 Colt Drive (House Number) (Street) Nashville, Tennessee (P. O. Address) (City or Town)

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 unincumbered, unless otherwise herein set out; and we will 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 4 day of Oct, 1973

Jane D Hendricks Jr Brenda Hendricks

BOOK 4952 PAGE 482

PREPARED BY:
A. BRADEN FLOYD, JR. ATTY.
338 WHITE BRIDGE ROAD
NASHVILLE, TN 37209

EXHIBIT 2.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICH EVER IS GREATER, FOR THIS TRANSFER IS $ 34,000.00

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26 DAY OF August 1975

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-22-78
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP
James A. Fleming et ux (NAME)	Third National Bank (NAME)	149-13
743 Reeves Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	19
Nashville, Tenn. 37211 (CITY) (STATE) (ZIP)	Nashville, Tennessee 37244 (CITY) (STATE) (ZIP)	

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, Charles F. Pemberton and wife, Judy L. Pemberton

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO James A. Fleming and wife, Sarah P. Fleming

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 no. 196 on the Plan of Debra Heights, Section II, of record in Book 3700, page 39, Register's Office for said County, to which plan reference is here made for a more complete description.

BEING the same property conveyed to Charles F. Pemberton and wife, Judy L. Pemberton by deed from Marshall E. Williams and wife, Marion L. Williams of record in Book 4819, page 631, Register's Office for Davidson County, Tennessee.

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

The grantees agree and assume to pay the unpaid balance of a mortgage to Third National Bank which is secured by the herein described property.

This is ~~unimproved~~ improved { X } property, known as 743 Reeves Road (House Number) (Street) Nashville, Tennessee (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 unincumbered, 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 26 day of August, 19 75

Charles F. Pemberton

Judy L. Pemberton

It is further ORDERED, ADJUDGED and DECREED that in accordance with the property settlement agreement, that all of plaintiff/wife's right, title and interest in ad to the following real property, to wit, 330 Chesterfield Avenue, 6405 Robertson Avenue, 6409 Robertson Avenue, 286 Delvin Drive, 102 Colt Drive, and 204 Colt Drive, as is now vested in plaintiff/wife shall be divested from plaintiff/wife and said properties shall be awarded absolutely to defendant/husband. Said properties are more particularly described by legal descriptions hereinafter attached, with the property at 330 Chesterfield Avenue being designated as Exhibit 3; the property at 6405 Robertson Avenue, Exhibit 4; the property at 6409 Robertson Avenue, Exhibit 5; the property at 286 Delvin Drive, Exhibit 6; the property at 102 Colt Drive, Exhibit 7; the property at 204 Colt Drive, Exhibit 8; and attached hereunto. In addition to the description contained in the Exhibits, the properties are more particularly described as follows:

330 Chesterfield Avenue (Exhibit 3)

Being the same property conveyed to James A. Fleming and wife, Sarah P. Fleming, by deed from S. C. McDonald, Jr., of record in Book 4917, page 616, Register's Office, Davidson County, Tennessee.

6405 Robertson Avenue (Exhibit 4)

Being the same property conveyed to James A. Fleming and wife, Sarah C. Fleming, by deed from Building Corporation of America, of record in Book 4551, page 295, Register's Office, Davidson County, Tennessee.

6409 Robertson Avenue (Exhibit 5)

Being the same property conveyed to James A. Fleming and wife, Sarah C. Fleming, by deed from Building Corporation of America, of record in Book 4551, page 293, Register's Office, Davidson County, Tennessee.

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

BOOK 5554 PAGE 44

PREPARED BY:
A. BRADEN FLOYD, JR. ATTY.
338 WHITE BRIDGE ROAD
NASHVILLE, TN 37209

EXHIBIT 3

BOOK 4917 PAGE 616

FORM NO. RD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 31,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 23rd DAY OF May 19 75

Notary Public

MY COMMISSION EXPIRES: 5-23-1978

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
James A. Fleming (NAME)	National Mortgage Company (NAME)	26W 7520
330 Chesterfield Ave (STREET ADDRESS OR ROUTE NUMBER)	4041 Knight Arnold Road (STREET ADDRESS)	Map 104-10
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Memphis, Tennessee 38118 (CITY) (STATE) (ZIP)	Par 80

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, I, S. C. McDonald, Jr., UNMARRIED

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO James A. Fleming and wife, Sarah P. Fleming

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:

LAND in Davidson County, Tennessee, being Lot No. 43 on the Plan of Bransford Realty Company's West End Heights Subdivision, as of record in Book 332, pages 124 and 125, of the Register's Office for said County.

SAID Lot No. 43 fronts 60 feet on the easterly side of Chesterfield Avenue, and runs back 147 feet on the north line, and 168 feet on the south line, to a 15 foot alley, fronting 64.3 feet on said alley.

BEING the same property conveyed to S. C. McDonald, Jr., an unmarried person, by deed from Fred L. Thompson and wife, Edna M. Thompson of record in Book 4808, page 12, Register's Office for Davidson County, Tennessee.

The said Stanley Clayton McDonald, Jr. and S. C. McDonald, Jr. being One in the same person.

The grantees agree and assume to pay the unpaid balance of a mortgage of record in Trust Deed Book 4808, page 14, said Register's Office.

This is unimproved / X / improved property, known as 330 Chesterfield Ave Nashville 37212
(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 unincumbered, 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 23rd day of May, 19 75

Stanley Clayton McDonald, Jr.

MINUTES, DECEMBER SEVENTH, 1976

1088

BOOK 5554 PAGE 45

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

BK 4551

EXHIBIT 4

BK/4551 PG 295

This Instrument Was Prepared By
BEAU E. FOLK, JR., Attorney
3529 Cierhorn Ave., Nashville, Tenn.

WARRANTY DEED
AIC - 167048

BEAU E. FOLK, JR. FORM

MAP-PARCEL NUMBER(S)	NAME AND ADDRESS OF NEW OWNER(S)	SEND TAX BILLS TO
90-8-185	Mr/Mrs James A. Fleming 644 River Rouge Drive Nashville, Tennessee 37209	Murphree Mortgage Company L & C Tower Nashville, Tennessee 37219
FIELD BOOK NUMBER(S)	STREET ADDRESS OF SUBJECT PROPERTY (IF IMPROVED)	LOAN OR ACCOUNT NO. B3101508
8DA-20437	6405 Robertson Avenue	PROPERTY IS ☒ IMPROVED ☐ UNIMPROVED

EACH BOOK AND PAGE NUMBER REFERRED TO HEREIN, UNLESS OTHERWISE DESIGNATED, IS IN THE REGISTER'S OFFICE OF THE COUNTY REFERRED TO BELOW.

For and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable oonsiderations, the receipt of all of which is hereby acknowledged, and in further consideration of the assumption of, and agreement by the grantee herein to pay, the principal balance now due, plus future interest, on a certain note, dated December 1, 1967, in the original principal sum of $16,700.00, payable to Murphree Mortgage Company, in monthly installments of $100.20, including interest as set forth in said note, and being secured by a deed of trust executed by James Anthony Fleming and wife to J. J. Foley, Jr., Trustee, as of record in Book 4195, page 225,

BUILDING CORPORATION OF AMERICA, a Tennessee corporation hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto JAMES A. FLEMING and wife, SARAH C. FLEMING,

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 10 on the Plan of Charlotte Park Annex, as of record in Book 3700, page 49.

Said Lot No. 10 fronts 55 feet on the southerly side of Robertson Avenue and extends back 150 feet on the westerly line and 102.55 feet on the easterly line, to a dead line in the rear, which is a broken line, measuring a total of 76.91 feet thereon.

Being the same property conveyed to Building Corporation of America, a Tennessee corporation, by deed from James Anthony Fleming and wife, Sarah C. Fleming, as of record in Book 4339, page 325.

This conveyance is made subject to restrictions of record in Book 3963, page 586.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except as shown above.

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand (if a corporation, has caused its name to be signed hereto by its duly authorized officers) on this, the 25th day of October, 1971.

BUILDING CORPORATION OF AMERICA,
a Tennessee corporation
By: Horace U. Henley
Horace U. Henley, President

BN 4331

EXHIBIT 5

RECORDED

BOOK 4551 PAGE 283

This Instrument Was Prepared By
NEAL E. FOLK, JR., Attorney
827 Cleaborn Ave., Nashville, Tenn.

WARRANTY DEED

ATC - G- 197049

NEAL E. FOLK, JR. FORM

MAP-PARCEL NUMBER(S)	NAME AND ADDRESS OF NEW OWNER(S)	SEND TAX BILLS TO
90-8-183	Mr/Mrs James A. Fleming 644 River Rouge Drive Nashville, Tennessee 37209	Murphree Mortgage Company L & C Tower Nashville, Tennessee 37219
FIELD BOOK NUMBER(S)	STREET ADDRESS OF SUBJECT PROPERTY (IF IMPROVED)	LOAN OR ACCOUNT NO. B-3101607
8DA-20441	6409 Robertson Road 37209	PROPERTY IS ☒ IMPROVED ☐ UNIMPROVED

EACH BOOK AND PAGE NUMBER REFERRED TO HEREIN, UNLESS OTHERWISE DESIGNATED, IS IN THE REGISTER'S OFFICE OF THE COUNTY REFERRED TO BELOW.

For and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and in further consideration of the assumption of, and agreement by the Grantees herein to pay, the principal balance now due, plus future interest, on a certain note, dated January 18,1968, in the original principal sum of $16,700.00, payable to Murphree Mortgage Company in monthly installments of $100.20, including interest as set forth in said note, and being secured by a deed of trust, executed by George B. Fleming and wife to J. Robert Cannon, Trustee, as of record in Book 4207, page 239,

BUILDING CORPORATION OF AMERICA, a Tennessee corporation hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto JAMES A. FLEMING and wife, SARAH C. FLEMING

hereinafter called the Grantee, his heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being Lot No. 12 on the Plan of Charlotte Park Annex, as of record in Book 3700, page 49.

Said Lot No. 12 fronts 50 feet on the southerly margin of Robertson Avenue and extends back 150 feet on the westerly line and 150 feet on the easterly line, to a dead line measuring 50.09 feet thereon.

Being the same property conveyed to Building Corporation of America, a Tennessee corporation, by deed from George B. Fleming and wife, Annette Fleming, as of record in Book 4340, page 112.

This conveyance is made subject to restrictions of record in Book 3963, page 586.

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

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, his heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee that he is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except as shown above,

The Grantor further covenants and binds himself, his heirs, successors and representatives to warrant and defend the title to the said land to the Grantee, his heirs, successors and assigns against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, the Grantor has hereunto set his hand (if a corporation, has caused its name to be signed hereto by its duly authorized officers) on this, the 25th day of October, 1971.

BUILDING CORPORATION OF AMERICA,
a Tennessee corporation

By: Horace U. Henley
Horace U. Henley, President

286 Delvin Drive (Exhibit 6)

Being the same property conveyed to James A. Fleming and wife, Sarah P. Fleming, by deed from Andrew Francis Boue and wife, Judy Ann Boue, of record in Book 4929, page 474, Register's Office, Davidson County, Tennessee.

102 Colt Drive (Exhibit 7)

Being the same property conveyed to James A. Fleming by deed from Jimmy W. Brewington and wife, Teresa M. Brewington, of record in Book 4737, page 485, Register's Office, Davidson County, Tennessee.

204 Colt Drive (Exhibit 8)

Being the same property conveyed to James A. Fleming and wife, Sarah P. Fleming, by deed from Joseph Ken Mallard and wife, Dianne B. Mallard, of record in Book 4842, page 235, Register's Office, Davidson County, Tennessee.

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

BOOK 5554 PAGE 48

BOOK 4929 PAGE 474

Form No. TN-1

PREPARED BY
J. BRADEN FLOYD, JR.
330 WHITE BRIDGE ROAD
NASHVILLE, TN 37209

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 37 000.00

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4 DAY OF

Notary Public

MY COMMISSION EXPIRES:
(AFFIX SEAL)

EXHIBIT 6

THIS INSTRUMENT WAS PREPARED BY

NAME ADDRESS

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
James A. Fleming	Dobson & Johnson, Inc.	162-1
(NAME)	(NAME)	
286 Delvin Drive	311 Plus Park Blvd.	98
(STREET ADDRESS OR NO. & RFD NUMBER)	(STREET ADDRESS)	
Nashville, Tenn.	Nashville, Tennessee	
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

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 Andrew Francis Boue, Jr. and wife, Judy Ann Boue

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO James A. Fleming and wife, Sarah P. Fleming

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 No. 9 on the Plat of Tusculum Gardens, of record in Plat Book 4660, page 35, Register's Office for said County, to which plat reference is here made for a complete description.

BEING the same property conveyed to Andrew Francis Boue, Jr. and wife, Judy Ann Boue by deed from John T. Lee and wife, Patricia A. Lee of record in Book 4848, page 237, Register's Office for Davidson County, Tennessee.

The grantees agree and assume to pay the unpaid balance of a mortgage to Dobson & Johnson, Inc., which is secured by the herein described property.

This is unimproved { } / is improved {X} property, known as 286 Delvin Drive (House Number) (Street) Nashville, Tennessee (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 unincumbered, 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 6 day of June, 19 75

Andrew Francis Boue, Jr.

Judy Ann Boue

BK 4737

BOOK 4737 PAGE 485

Form No. WD-1

PREPARED BY:
A. BRADEN FLOYD, JR. ATTY
[illegible] ROAD
[illegible] 37217

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 19450.00

A. Braden Floyd
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10 DAY OF August 1973

A. Braden Floyd
Notary Public

MY COMMISSION EXPIRES: 5/2/77
(AFFIX SEAL)

EXHIBIT 7

THIS INSTRUMENT WAS PREPARED BY

NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
James A. Fleming	Diversified Mortgage Co.	Map 128-10
102 Colt Court	5th Floor, Stahlman Bldg.	[Par 133
Nashville, Tennessee	Nashville, Tennessee	

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 Jimmy W. Brewington and wife, Teresa M. Brewington

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

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 No. 130 on the Plan of Stacy Square, Section 4, as of record in Book 4460, page 12, Register's Office for said County, to which said plan reference is hereby made for a complete legal description.

BEING the same property conveyed to Jimmy W. Brewington and wife, Teresa M. Brewington by deed from C & S Builders, Inc. a Tennessee Corporation, of record in Book 4597, page 947, Register's Office for Davidson County, Tennessee.

The grantee agrees and assumes to pay the unpaid balance of a mortgage to Diversified Mortgage Company, which is secured by the herein ldescribed property.

This is {unimproved} {improved} {X} property, known as 102 Colt Court 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 unincumbered, 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 this 10 day of August, 1973

Jimmy W Brewington Teresa M Brewington

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

1091

M T A - T. P. S. PRODUCED SEVENTH 1976

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

BOOK 5554 PAGE 50

PREPARED BY:
K. BRADEN FLOYD, III ATTY.
338 WHITE BRIDGE [illegible]
NASHVILLE, TN 37[illegible]

BOOK 4842 PAGE 235

EXHIBIT 8

FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER AS $ 20,048.82

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9th DAY OF July, 19 74

Notary Public

MY COMMISSION EXPIRES: 3-28-77
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY

NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
James A. Fleming	The Lomas & Nettleton Company	Map 128-10
mailing (NAME) Address	(NAME)	
109 29th Avenue North	3200 Pacific Avenue	Par 131
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Virginia Beach, virginia	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

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 Joseph Ken Mallard and wife, Dianne B. Mallard

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO James A. Fleming and wife, Sarah P. Fleming

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:

LAND in Davidson County, Tennessee, being Lot No. 128 on the Plan of Stacy Square, Section 4, as of record in Book 4460, page 12 Register's Office for Said County, to which said plan reference is hereby made for a mor complete legal description.

BEING the same property conveyed to Joseph Jen Mallard and wife, Dianne B. Mallard, by deed from C. & S. Builders, Inc., of record in Book 4571, page 512, Register's Office for Davidson County, Tennessee.

The grantees agree and assume to pay the unpaid balance of a mortgage to The Lomas & Nettleton Company which is secured by the herein described property.

( ) unimproved (X) This is improved property, known as 204 Colt Dr., Nashville, Tennessee
(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 unincumbered, 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 hands this 9th day of July, 1974

Joseph Ken Mallard

Dianne B. Mallard

It is further ORDERED, ADJUDGED and DECREED that in respect to the transfer of title to the real properties, that hereinafter, each party vested with title to the aforementioned real properties, shall hold the other party harmless from any further obligation in respect to the real properties conveyed by this decree.

A permanent injunction shall be in full force and effect in regard to both plaintiff and defendant, wherein both plaintiff and defendant are specifically enjoined from coming about one another at any place that they may be for the purpose of harming, bothering, molesting, harassing, or from in any other way interfering with the opposing party's peaceful existence, and in addition thereto, enjoining both parties from in any way or in any manner attempting to influence the minor children from loving or respecting the opposing party. This matter is specifically reserved by the Court for further consideration, if necessary. In addition thereto, all things and matters set forth in the property settlement agreement are reserved by the Court for consideration in the event that the terms and conditions of the property settlement agreement are not strictly adhered to by the respective parties.

The defendant shall pay the costs of this cause, for which execution may issue, if necessary.

Entered this _____ day of _____, 1976.

JUDGE

12-7-76

APPROVED FOR ENTRY:

Jack Norman, Jr.
Jack Norman, Jr., Attorney

John W. Kelley, Jr.
John W. Kelley, Jr., Attorney for Defendant

I certify that I have mailed a copy of this Decree to Mr. John W. Kelley, Jr., attorney for defendant, Life and Casualty Tower, Nashville, Tennessee 37219, this 26th day of November, 1976.

Jack Norman, Jr., Attorney

71806
IDENTIF. REFERENCE
JAN 11 12 44 PM '80
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

Docket No. 84488 Minute Book 102B, page 1071

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* Sarah Catherine Pewitt Fleming *Plaintiff, and* James Anthony Fleming *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* January *in the year one thousand nine hundred and* Seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By C. Jennings, *D. C.*