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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 118-4
Par 21 Is

ANNIE LEE WHITE LEMMONS,
Plaintiff

VS.

McCLELLAND LEMMONDS,
Defendant

No. 66053

FINAL DECREE

This cause came on to be heard before Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on October 13, 1972, upon the original bill filed by the plaintiff and the judgment pro confesso heretofore entered against the defendant upon his failure and refusal to answer, plead or demur within the time required by law and the rules of this Court.

From the pleadings, the evidence and testimony of the plaintiff and her supporting witnesses, the written agreement of the parties, the statement of counsel and from the entire record, the Court was of the opinion that the allegations of the bill were fully sustained by the evidence, that is, that the defendant McClelland Lemmons has been guilty of such cruel and inhuman treatment of the plaintiff, Annie Lee White Lemmons, as to render it unsafe and improper for her to further cohabit with him or remain under his dominion and control.

It is, therefore, ORDERED, ADJUDGED and DECREED, that the bonds of matrimony heretofore subsisting between the plaintiff and the defendant be, and they are hereby, forever and perpetually dissolved, the plaintiff is decreed an absolute divorce

from the defendant, and she is further restored to all the rights and privileges of an unmarried person.

It further appearing that since there are no minor children involved and that the parties have entered into a written and signed agreement relative to their marital property rights which has been submitted to the Court, the same is approved and made a part of this decree as follows:

PROPERTY SETTLEMENT

WHEREAS, Annie Lee White Lemmons and McClelland Lemmons are husband and wife, having been married in Nashville, Tennessee, on August 17, 1944; and

WHEREAS both children born of this marriage are now of age and self-supporting; and

WHEREAS, the parties are now separated; and

WHEREAS, Annie Lee White Lemmons, the wife, did on May 10, 1972, file a bill in the Fourth Circuit Court of Davidson County, Tennessee, against McClelland Lemmons husband, whereby she seeks a decree of absolute divorce, her just interest in the marital estate, including the home in Nashville, and alimony and her attorneys fees; and

WHEREAS, the parties now wish to settle, adjust and compromise all matters with reference to their marital estate and alimony;

Now, therefore, it is MUTUALLY AGREED AND UNDERSTOOD between Annie Lee White Lemmons and McClelland Lemmons, as follows:

That in the event the Court sees fit to grant the plaintiff a decree of absolute divorce, then, and in that event, the final decree will include the following property settlement, which is understood and agreed to by the parties:

(1) All right, title and interest in and to the real estate known as 511 Camden Drive, consisting of a home and lot, which was formerly the home of the parties when living together, and which is now occupied by McClelland Lemmons, now vested in McClelland Lemmons, is to be divested out of the said McClelland Lemmons and title to said real estate vested in Annie Lee White Lemmons in fee simple.

(2) McClelland Lemmons will discharge all encumbrances represented by a mortgage, or otherwise, against said real estate at 511 Camden Drive so that Annie Lee White Lemmons will own said property in fee simple free and unencumbered.

(3) Annie Lee White Lemmons will receive all of her mother's and grandmother's furniture now located in the home in Nashville and in their property in Perry County, Tennessee, and all furniture located in the home at 511 Camden Drive. In other words, the said Annie Lee White Lemmons will receive all of the personal property and belongings heretofore owned by the parties located in Nashville and Perry County, including all appliances and all books and the lawnmower located in Nashville.

(4) McClelland Lemmons will pay to Annie Lee White Lemmons the sum of Five Hundred ($500.00) Dollars in cash, to be paid at the rate of $50.00 per month, the first payments becoming due and payable thirty days after the entry of a final decree, and thirty days each month thereafter until the entire amount of $500.00 is paid.

(5) Title to the 1969 Ford automobile is to be vested in Annie Lee White Lemmons, and McClelland Lemmons will pay the remaining balance due on said 1969 Ford automobile so that Annie Lee White Lemmons will have title to the same free and unencumbered.

(6) McClelland Lemmons will have full title to all real estate which the parties have in Perry County, Tennessee, or in the State of Arkansas, and Annie Lee White Lemmons will sign and execute all papers necessary to transfer any interest she has in these two pieces of real estate to McClelland Lemmons.

(7) McClelland Lemmons will receive the full title to the 1954 Chevrolet automobile, the 1968 Ford automobile and the 1959 GMC truck and the boat and trailer heretofore owned by the parties, and Annie Lee White Lemmons will sign and execute all papers necessary to vest title to said vehicles to McClelland Lemmons.

(8) McClelland Lemmons will likewise receive title to the lawnmowers in Perry County and all farm equipment.

(9) McClelland Lemmons is to have all money in his Credit Union account.

(10) McClelland Lemmons will have the ceiling in the master bedroom at 511 Camden Drive in Nashville repaired at his expense.

(11) McClelland Lemmons will pay all outstanding bills and indebtednesses against the parties as of the date of this decree.

(12) McClelland Lemmons will remove from the home at 511 Camden Drive within ten (10) days after the execution of this Agreement, and will by that time remove his personal belongings only, and remove all vehicles from the premises except the 1969 Ford automobile, which will become the property of Annie Lee White Lemmons.

(13) McClelland Lemmons will pay to Jack Norman, Attorney for Annie Lee White Lemmons, his reasonable

attorney fee to be set by the Court upon the hear-
of this Cause.

It is UNDERSTOOD and AGREED by the parties that each has read and fully understands this agreement and property settlement, that the same has been prepared by Jack Norman, Attorney for Mrs. Lemmons, from a memorandum to this effect signed, executed and witnessed by the parties; that they fully understand this agreement, and signify by their signatures below, as witnesses, that each has entered into this agreement voluntarily and of their own free will and for the purposes mentioned therein.

This 19 day of June, 1972.

Witness:

s/ Annie Lee White Lemmons
Annie Lee White Lemmons

s/ Edward D. Cline
Comm. Expires 5-3-76

s/ McClelland Lemmons
McClelland Lemmons

s/ Frank R. Neal

It is, therefore, ORDERED, ADJUDGED and DECREED that all the right, title and interest in and to the real estate located at 511 Camden Drive in Davidson County, Tennessee, which was formerly the home of the parties and more particularly described as follows:

> Being land in Davidson County, Tennessee, and in particular, Lot No. 18 on the Plan of Melrose Heights Subdivsion, Section 2, as of record in Plan Book 1835, page 97, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 18 fronts 71.5 feet on the southerly side of Camden Drive and runs back between parallel lines 175 feet to a line as shown in said survey.
>
> Being a part of the land conveyed to Kelly Improvement Co., Inc., a corporation, by Harry J. Kelly and wife, Mabel D. Kelly, of record in Book 2024, page 17, Register's Office for Davidson County, Tennessee.
>
> Being same property deeded to McClelland Lemmons and wife, Annie Lee Lemmons, by deed from Robert Harrison Deason and wife, Sarah L. Deason, as of record in Book 2804, page 563, Register's Office for Davidson County, Tennessee.

now vested in the defendant, McClelland Lemmons, is hereby divested out of the said McClelland Lemmons and the fee title thereto is vested in Annie Lee White McClelland. The defendant, McClelland

McClelland Lemmons is directed to pay and discharge all encumbrances existing aginst this property as of the date of June 19, 1972.

It is further ORDERED, ADJUDGED and DECREED that all the interest of McClelland Lemmons in the furniture and household effects, appliances, books and lawnmowers located in their home on Camden Drive as of June 19, 1972, and of the furniture which belonged to the mother and grandmother of the plaintiff now located in their property in Perry County, Tennessee, is hereby divested out of the said McClelland Lemmons and the title to same is hereby vested in the plaintiff absolutely. The defendant will deliver these articles of personal property to the plaintiff on demand.

It is further ORDERED that McClelland Lemmons pay to the plaintiff, Annie Lee White Lemmons, the sum of Five Hundred ($500.00) Dollars payable at the rate of Fifty and 00/100 ($50.00) Dollars per month for ten consecutive months, the first payment to become due and payable thirty (30) days after the date of this decree and continuing on the same date of each month thereafter until all payments are made.

It is further ORDERED that the title to the 1969 Ford automobile be vested in the plaintiff and McClelland Lemmons will pay and discharge the indebtedness against same so that plaintiff will have same, free and unencumbered.

The title to the 1954 Chevrolet automobile, the 1968 Ford automobile, the 1959 GMC truck and the boat and trailer heretofore owned by the parties is vested in McClelland Lemmons and the plaintiff will sign all necessary documents to transfer her interest to him in these vehicles. The said McClelland Lemmons is

awarded title to all farm equipment located on the Perry County property as well as all money in his Credit Union.

The defendant McClelland Lemmons will pay all outstanding bills and indebtednesses against the parties as of the date of this decree and will pay the costs of repairing the ceiling in the master bedroom of the house at 511 Camden Drive, Nashville, Tennessee.

It is further ORDERED, ADJUDGED and DECREED, that all the right, title and interest in and to the following described real estate in Perry County, Tennessee, heretofore owned by the parties as tenants by the entirety, now vested in the said Annie Lee Lemmons:

TRACT "A"

Land in the Fourth Civil District of Perry County, Tennessee, as described as follows:

Situated in what is known as the De Priest Bend and bounded as follows; Beginning on a stake with beech pointers about 30 yards south of Cas De Priest place, the Northwest corner of Viera Johnson's tract of land, south 16° East 8 poles to an iron wood on hill side, L. De Priest's Northewest Corner; thence south 48 poles to a stake in L. DePriest's line; west 96 poles to a small black oak on hillside; north 62 poles to a small black oak in hollow; west 2 poles to a black gum; north 82 poles to a black oak on hill top; east 82 poles to a stake at the foot of a point, near Cas DePriest's house; south 12 poles to an elm; east 4 poles to the beginning, containing 70 acres, more or less.

Being the same property conveyed to McClelland Lemmons and wife, Annie Lee Lemmons, by deed from Edghert Hinson, a widower, as of record in Deed Book C-4, page 24, Register's Office for Perry County, Tennessee.

TRACT "B"

Tract No. 1:
Beginning on a black oak on top of ridge, it being the N.W. corner of a timber tract belonging to R. E. DePriest, and runs thence West 98 poles to a chestnut oak in Perry Lumber Co. line; thence South 170 poles to a hickory,

Randolph DePriests' corner; thence East with his line 92 poles to a stake, with hickory pointers, R. E. DePriests' corner; thence North 36 poles with his line to a red oak on a hill side; thence West 10 poles to a red oak, his corner; thence North 108 poles to the beginning contained 88 acres, more or less.

Tract No. 2:
Beginning on a black oak on a ridge, it being the N.W. corner of a tract belonging to McClelland Lemmons; runs thence with said ridge 78 poles to a black oak; thence South 108 poles to a red oak on a hill side; thence East 10 poles to a red oak; Thence South 36 poles to a stake in L. DePriest line, with hickory pointer; thence East 68 poles to a small red oak, it being McClelland Lemmons South West Corner; Thence North with his line 62 poles to a small black oak in a hollow; Thence West 2 poles to a black gum in a gullie; thence North 82 poles to the beginning, containing 72 acres, more or less.

Being the same property conveyed to McClelland Lemmons and wife, Annie L. Lemmons, by deed from Dona B. DePriest, J. W. DePriest, R. E. DePriest, Jr., Wilma Loggins, Holly Doyle, Betty J. Ledbetter and P. R. DePriest as of Robert E. DePriest, as of record in Deed Book C-4, page 427, Register's Office for Perry County, Tennessee.

be and the same is hereby divested out of the said Annie Lee Lemmons and the title to same is vested in McClelland Lemmons in fee simple.

A lien is expressed on the above three tracts of land in Perry County, Tennesse, to guarantee the payment by the said McClelland Lemmons to Annie Lee White Lemmons the amount of $500.00 as directed above and to further guarantee the payment by McClelland Lemmons of the entire encumbrance against the real estate on Camden Drive in Davidson County, Tennessee, and the payment of the attorney fee hereby decreed to Jack Norman of Nashville for professional service rendered the plaintiff in this cause in the amount of $500.00 for which execution may issue, if necessary.

The defendant will pay the costs of this cause.

JUDGE

APPROVED FOR ENTRY:

Enter This 17 Day of OCT 1983

Jack Norman, Attorney for Plaintiff

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IDENTIF. REFERENCE

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Jul 31 2 40 PM '80

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

66053 77C/1012

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ANNIE LEE WHITE LEMMONS *Plaintiff, and* McCLELLAND LEMMONDS *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* 16th *day of* June *in the year one thousand nine hundred and* eighty *and in the* two hundred fourth *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By W. L. Rowland, *D. C.*

Form #GR-117