IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

'80 OCT 14 PM 3:41

GEORGE L. ROOKER, CLERK

CARTER BLANKENSHIP, JR.

BOOK 5682 PAGE 1

vs.

NO. 80D-1259 D.C.

CAMILLE BROCK BLANKENSHIP

14915/1450

Map 146-12
Par 15

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on this the 29th day of September, 1980, before the Honorable Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee, by the original petition of the plaintiff, Carter Blankenship, Jr., personal service having been had on the defendant, Camille Brock Blankenship, the testimony of the plaintiff and the executed Child Custody and Property Settlement Agreement by and between the parties tendered to the Court, and from all of which the Court is of the opinion that the plaintiff did satisfactorily sustain his grounds of divorce as alleged in the petition, and that the parties have irreconcilable differences and can no longer continue their marriage.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Carter Blankenship, Jr., be and he is hereby decreed an absolute divorce from the defendant, Camille Brock Blankenship, and that the bonds of matrimony heretofore subsisting between them be, and the same are, forever dissolved and the parties are restored to the rights and privileges of unmarried persons.

It further appearing to the Court that the parties have entered into a Child Custody and Property Settlement Agreement which agreement was submitted to the Court for approval and the Court does find that the said Child Custody and Property Settlement Agreement is right and proper, said Child Custody and Property Settlement Agreement is hereby approved, and each and every provision thereof is hereby made the decree of the Court and the Child Custody and Property Settlement Agreement is in words and figures as follows:

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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GEORGE L. ROOKER, CLERK

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of August, 1980, by and between the parties, CAMILLE BROCK BLANKENSHIP, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE," and CARTER BLANKENSHIP, JR., also a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 21st day of May, 1965, in Lafayette, Georgia, and have maintained residence in Davidson County, Tennessee, for several years; and

WHEREAS, there have been four (4) children born of the marriage of HUSBAND and WIFE, Carter Blankenship, III, eleven (11) years of age, Evelyn Virginia Blankenship, eight (8) years of age, Stephen Brock Blankenship, seven (7) years of age, and Robert Carey Blankenship, two (2) years of age; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND has filed a petition for absolute divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the four (4) minor children of the parties between themselves and also their property rights to their estate, and further desire to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is the whole

and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That the absolute and exclusive care, custody and control of the four (4) minor children of the parties is hereby relinquished and given by HUSBAND to WIFE, with reasonable visitation privileges in HUSBAND at reasonable times and reasonable places as follows:

a) Every other Sunday afternoon from 1:00 P.M. until 5:00 P.M.

b) For two (2) weeks during the regular summer vacation of said minor children, provided that HUSBAND exercise said two (2) weeks visitation privileges with all four (4) children at the same time and place, and further provided that HUSBAND and WIFE agree clearly and expressly upon which two (2) weeks on or before May 31 of each year, beginning May 31, 1980, in order to accommodate the working and vacation schedules of both HUSBAND and WIFE.

c) For one-half (1/2) of the regular Christmas vacation of said minor children, or one (1) full week, whichever is less, and HUSBAND shall be permitted to visit with said four (4) minor children on Christmas Day in the home of WIFE.

d) For one-half (1/2) or one week of the regular spring school vacation of said minor children, whichever is less.

e) Every other Thanksgiving Day upon HUSBAND's request.

f) Every Father's Day, provided that WIFE have said minor children every Mother's Day.

g) At any other time and place upon which both HUSBAND and WIFE clearly and expressly agree.

h) For one (1) night per month, said exact overnight visitation to be agreed upon clearly and expressly by and between HUSBAND and WIFE in the manifest best interest of said four (4) minor children.

i) In the event of WIFE's death, the general care, custody and control of said four (4) minor children shall vest in HUSBAND in the manifest best interest of said four (4) minor children.

3. HUSBAND hereby agrees to pay directly to WIFE the sum of Six Hundred Seventy-Five ($675) Dollars per month, or One Hundred Sixty-Eight and 75/100 Dollars ($168.75) per child per month, as necessary and reasonable child support, in equal installments of Three

Hundred Thirty-Seven and 50/100 Dollars ($337.50) on or before the first and fifteenth days of each month, beginning immediately upon execution of this agreement, based on his net monthly income from all sources of One Thousand Five Hundred and Forty----------Dollars ($1,540.00), and HUSBAND hereby agrees to increase said child support payments by One Hundred Dollars ($100) per month to Seven Hundred Seventy-Five Dollars ($775) on August 1, 1981, or One Hundred Ninety-Three and 75/100 Dollars ($193.75) per month per child, as necessary and reasonable child support, in equal installments of Three Hundred Eighty-Seven and 50/100 Dollars ($387.50) on or before the first and fifteenth days of each month, beginning immediately upon execution of this agreement; and HUSBAND and WIFE further agree to furnish each other copies of their income tax returns each and every year hereafter until all of said minor children have reached the age of eighteen (18) years in order that both HUSBAND and WIFE may be apprised of the income of each other, and further that HUSBAND and WIFE will agree on a cost of living increase in said child support payments each and every year, on or before the first day of December each year, beginning December 1, 1981, said cost of living increase in said child support payments to be based on both the income and expenses of HUSBAND and WIFE.

4. That HUSBAND shall claim all four (4) of said minor children of the parties, Carter Blankenship, III, Evelyn Virginia Blankenship, Stephen Brock Blankenship, and Robert Carey Blankenship, as exemptions on his federal income tax returns beginning with the year 1979.

5. HUSBAND hereby relinquishes all right, title and interest in and to a certain 1973 Pontiac station wagon automobile registered in the name of HUSBAND, but in the possession of and being driven by WIFE, and further HUSBAND hereby agrees to maintain a suitable vehicle, preferably a new or good used small, economical, four-door station wagon for WIFE and said four (4) minor children whenever reasonably necessary, and to make all necessary financial arrangements for the payment of the same and to make said payments in addition to all other provisions of this child custody and property settlement agreement,

provided said vehicle is no longer serviceable and WIFE has not remarried and her income is inadequate to provide necessary and reasonable transportation for her and said four (4) minor children of the parties.

6. That all right, title and interest of HUSBAND in and to the real estate which is the home of the parties located at 400 Arrowwood Drive in Nashville, Davidson County, Tennessee, be divested out of HUSBAND and vested in WIFE, with WIFE assuming all responsibility and liability for the payment of a certain mortgage indebtedness in the original principal sum of Thirty-Two Thousand Six Hundred Fifty-one and 74/100-------- Dollars ($32,651.74) to Security Federal Savings & Loan Association of Nashville, Tennessee, in monthly installments of Three Hundred Twenty-Four Dollars ($324) per month each, for _____ _____ years.

Land in Davidson County, Tennessee, being Lot No. 365 on the Map of Section Five, Crieve Hall Estates, as of record in Book 2133, page 91, Register's Office for said County, to which plan reference is here made for a more complete and accurate description.

Being the same property conveyed to Carter Blankenship, Jr., et ux, Camille B. Blankenship, by warranty deed from James Leo Murphy, Jr., et ux, Mary Ann Murphy, of record in Book 4190, page 468, Register's Office for Davidson County, Tennessee.

7. In the event that WIFE remarries and sells the real estate described immediately hereinabove in paragraph numbered 6, then one-half (1/2) of the net proceeds of the sale of said real estate shall be set aside and divided into four (4) equal parts for the exclusive use and benefit of said four (4) minor children of the parties and placed in separate trust funds by WIFE to be used for the formal college education of said four (4) minor children, or in the event any one or all of said four (4) minor children elect not to attend college, then each of said separate trust funds shall be paid directly to said four (4) minor children upon their respective twenty-first (21st) birthdays.

8. That HUSBAND will maintain and keep in full force and effect and pay all the premiums on the following insurance policies upon his life, naming and continuing to name WIFE as beneficiary for the exclusive use and benefit of said four (4) minor children.

a) Proctor and Gamble policy number GL320561,
in the amount of $ 12,500.00;

b) Proctor and Gamble policy number GL334943,
in the amount of $ 12,500.00;

c) Harpeth National Bank policy number _____,
in the amount of $_____;

d) S.G.L.I. (Tennessee National Guard) policy number
No Policy Number in the amount of $ 20,000.00.

Total $_____,

and further HUSBAND agrees to cooperate with WIFE, including submitting to a physical examination if necessary, in procuring other and new insurance upon his life in the discretion of WIFE, who will own any additional new insurance, pay the premiums thereon and keep the same in full force and effect to secure this agreement.

9. That HUSBAND will maintain in full force and effect and pay the premiums for a certain major medical hospitalization insurance program either through his employment or otherwise, for the use and benefit of the four (4) minor children of the parties, and pay any difference in any medical and dental expenses not covered by said major medical hospitalization insurance program for said four (4) minor children of the parties.

10. That HUSBAND and WIFE hereby divide all of the personal property belonging to either HUSBAND or WIFE according to Schedule A for WIFE as amended by black ink handwriting and initialed by both HUSBAND and WIFE, and Schedule B for HUSBAND, also as amended by black ink handwriting and initialed by both HUSBAND and WIFE, both of which schedules are attached hereto.

11. That HUSBAND hereby assumes all responsibility and liability for the payment of all outstanding debts and bills incurred by HUSBAND and WIFE prior to the execution of this child custody and property settlement agreement, including but not limited to the following:

a) Commerce Union Bank, approximately $3,000;

b) Harpeth National Bank, $917.10;

c) Health Care (dental work on the children), $360.91;

d) Castner-Knott Co., $247.24;

e) Cain-Sloan Co., $110.51;

f) McClure's, $120.20;

g) Texaco, $112;

and further agrees to hold WIFE harmless for the payment of the same, and agrees to pay all costs of WIFE in the collection of any and all of said indebtedness, including a reasonable attorney's fee.

12. That HUSBAND hereby agrees to pay the reasonable attorney's fee of J. L. Thompson, III, attorney of record for WIFE, at the rate of Fifty Dollars ($50) per hour, Two Hundred Fifty Dollars ($250) of which HUSBAND paid on or about March 5, 1980, the balance of which on July 15, 1980, was Four Hundred Twenty-Nine and 17/100 Dollars ($429.17), and the balance of which will be billed directly to HUSBAND monthly until any final decree of divorce is entered in this cause dissolving the marriage of HUSBAND and WIFE.

13. Both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE or the attorney of record for WIFE or the attorney of record for HUSBAND.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of it, are familiar with the contents hereof, and have signed their names this 15th day of August, 1980.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Camille Brock Blankenship
CAMILLE BROCK BLANKENSHIP

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Camille Brock Blankenship, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing agreement for the purposes therein contained. Witness my hand and official seal at Nashville this 15th day of August, 1980.

Carol B. Baron
NOTARY PUBLIC

My commission expires 1-31-81.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Carter Blankenship Jr.
CARTER BLANKENSHIP, JR.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carter Blankenship, Jr., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing agreement for the purposes therein contained. Witness my hand and official seal at Nashville this 4th day of August, 1980.

NOTARY PUBLIC

My commission expires July 14, 1982

APPROVED FOR ENTRY:

J. L. THOMPSON, III
Attorney for Wife

ROBERT P. ZIEGLER
Attorney for Husband

★ - items with ★ s were passed down from Blankenship family and will remain property of children if wife remarries.

Exhibit A for WIFE

Living Room

Red velvet arm chair
Tapestry arm chair
Chair and ottoman
Platform rocker
★ 2 end tables - OAK & MARBLE
★ Desk chest with mirror
Wurlitzer organ
Gold leaf mirror
2 brass trays
Brass candlesticks
Oriental rug
~~Bedroom elephants food Thailand~~
Assorted figurines and glassware
Couch
★ Antique plantation secretary
★ Chinese figurines
Portrait of myself & children
Oil painting of lady
Pencil sketch of a broken clarinet
2 table lamps
1 hanging lamp

Dining Room

Oak dining table
6 chairs
Oak hutch
Antique china press
China & silver, crystal
★ Crystal chandelier
Sewing machine
Antique Vase

Laundry Room

Washer and dryer
Freezer
Ironing board and iron
Appliances (mixer, meat slicer, toaster, etc.)
Vacuum cleaner

Kitchen

Maple table & 6 maple chairs
Maple hutch
Sears coldspot refrigerator
Amana microwave oven
Antique sewing rocker
Miscellaneous antique ornaments
Dishes
2 clocks
~~Portable television~~
Appliances

Bedroom #1

King size bed
2 night tables
Triple dresser
2 lamps
1 clock radio
Desk and chair
Linens

Bedroom #2

Double antique bed
Dresser
Chest
Night table
Lamp
Miscellaneous pictures
Toys

Bedroom #3

~~Chest of drawers~~
Night table
Twin bed
Antique dresser
Antique dressing table
1 straight chair & matching rocker

Bedroom #3 continued

3 lamps
Pictures
Clock radio
Portable television

Bedroom #4

Twin beds	Night table
Dresser	Desk
Maple dresser	Books
★ Toy chest	Mirrors
2 lamps	Encyclopedias
Pictures	Radios

Den

Hide-a-Bed	Sewing machine
Green rocking chair	
Fireplace set	3 end tables
Stereo	Boston rocker
Books and bookcase	
Chest coffee table	Round table
Zenith color T.V.	★ Airplane picture
Gun case & drawer	
★ Small bookcase in hall	
4 lamps	Card table
Macrame lamp	Stool
Toys	★ Slot machine
Green toy chest	Mirror
desk lamp	

Garage

Baby crib	3 bicycles
~~Bookcase~~	Bicycle parts
★ 1 bookcase	1 5' step ladder
1 Lot books	1 Toro push mower
~~Recliner chair~~	2 tents
~~Brown upholstered chair~~	1 Coleman stove
2 rugs	1 Coleman oven
chandelier	1 sleeping bag

1 Murray riding mower, red, 7 h.p.
1 Bonanza mini-bike
1 1979 Honda L75 motorcycle
1 Lot garden tools
~~Craftsman chainsaw & case~~
2 5-gallon gas cans
~~Electric fan~~
1 5-gallon plastic water jug
2 Snowgrip tires and wheels for Pontiac
1 Weed eater
2 100' electric cords
1 calculator
1 Kerosene heater
2 metal filing boxes
2 Coleman lanterns
1 Blue Luster shampoo machine

Exhibit A for WIFE - continued

Garage - continued

5 camping cots
2 wall cabinets
1 log chair
1 tool box
1 snow sled
1 basketball goal
1 yard sprinkler
1 Coke cooler
Miscellaneous tools
1 lot fishing poles

Exhibit B for HUSBAND

BOOK 5682 PAGE 11

Oak desk and accessories
Black recliner chair
Floor lamp
Guns and ammunition
File cabinet in den
Aquarium and table
Bird cage
Wine advertisement mirror
All Proctor & Gamble displays and office supplies
Personal effects, clothing, etc.
Zenith color television
1 coke cooler

It is further ORDERED that the plaintiff, Carter Blankenship, Jr., shall pay the Court costs, for which execution may issue, if necessary.

JUDGE

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APPROVED FOR ENTRY:

ROBERT P. ZIEGLER
Attorney for Plaintiff
1200 Third National Bank Building
Nashville, Tennessee 37219
Phone: (615) 256-2642

J. L. THOMPSON, III
Attorney for Defendant
Belle Meade Office Park-Suite 105
4525 Harding Road
Nashville, Tennessee

C E R T I F I C A T E

I hereby certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce has been sent by United States mail, postage prepaid, to the defendant's attorney, Honorable J. L. Thompson, III, at his office, Belle Meade Office Park, Suite 105, 4525 Harding Road, Nashville, Tennessee 37205, on this the 1st day of October, 1980.

ROBERT P. ZIEGLER

Docket No. 80D-1259 Minute Book 149B Page 1480

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* True Copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Carter Blankenship, Jr. *Plaintiff, and* Camille Brock Blankenship *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* 20th *day of* November *in the year one thousand nine hundred and* Eighty *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*

Form #CR-117