IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
SITTING AT NASHVILLE

Map 148-7
Parcel 106

BETTYE JEAN (PRINCE) LeMAY,
PLAINTIFF

v. No. 86D-3071

WILLIAM CHESTER LeMAY,
DEFENDANT

FINAL DECREE

This cause came on to be heard on the 6th. day of January, 1987, before The Honorable James R. Everett, Jr., Judge, on a complaint for a divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of counsel for Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, BETTYE JEAN (PRINCE) LeMAY, is hereby awarded an absolute divorce from the Defendant, WILLIAM CHESTER LeMAY, on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court, and the Court affirmatively finds, that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement Agreement and the Amendment and the same are hereby incorporated in words and figures as follows:

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IDENTIFICATION REFERENCE
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IN THE CIRCUIT COURT FOR THE STATE OF TENNESSEE
20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

BETTYE JEAN (PRINCE) LeMAY,
PLAINTIFF

v. No. 860307

WILLIAM CHESTER LeMAY,
DEFENDANT

BOOK 7096 PAGE 434

PROPERTY SETTLEMENT AGREEMENT

It appears there is now pending in the Circuit Court for Davidson County, Tennessee, a divorce action styled BETTYE JEAN (PRINCE) LeMAY v. WILLIAM CHESTER LeMAY, Docket No. 860307, and it further appears there is no hope for reconciliation so that the parties desire to settle and adjudicate all property matters concerning them. Now, therefore, in consideration of the premises, the parties agree as follows:

1. The parties own real property located at 111 Rader Drive, Antioch, Tennessee 37013; and 5041 Trousdale, Nashville, Tennessee 37220. The parties agree that title to the house and lot located at 111 Rader Drive, Antioch, Tennessee 37013 shall be divested out of the Husband and vested solely in the Wife to be hers absolutely, and that she should be solely responsible for the payment of any mortgages connected thereto. The parties further agree that in the event this Property Settlement Agreement is made part of the Final Decree of divorce, the Final Decree itself shall operate to divest ownership from the Husband and vest ownership in the Wife. The legal description of said property is as follows:

> Land in Davidson County, Tennessee, being Lot No. 855 on the Plan of Cherokee Hills, Section VIII, as of record in Book 3700, page 154, Register's Office for said County.
>
> Said Lot No. 855 fronts 68.0 feet on the southeasterly side of Rader Drive and extends back 199.8 feet on the northeasterly line and 228.0 feet on the southwesterly line, to a line in the rear on which it measures 97.6 feet.
>
> Being the same property conveyed to William C. LeMay and wife, Betty J. LeMay, by deed from Edgar Chitwood, III, and wife, Beverly L. Chitwood, of record in Book 5059, page 860, Register's Office for said County.

The parties further agree that title to the house and lot located at 5041 Trousdale Drive, Nashville, Tennessee 37220, shall remain the property of both parties until the property is sold. The parties further agree the Husband shall reside in this house and be solely responsible for the payment of any mortgages connected thereto. At the time this house is sold, the parties agree to divide the equity equally between themselves. The Husband will receive $18,400.00 as credit for his share of the equity in the house located on Rader Drive. The parties further agree that the Husband agrees to sell the house by September of 1991. If the Husband has not sold the home by September of 1991, he will then pay to the Wife her share of the equity in the house at that time minus the $18,400 credit and the house shall be vested solely in the Husband to be his absolutely.

2. The parties agree that the 1985 Ford Escort automobile presently titled in the Husband's name shall remain the Husband's and Wife relinquishes all right to and ownership of such property. Husband assumes full responsibility for the payment of any debt that is due on said automobile and he holds Wife harmless of same.

The parties agree that the 1985 Buick Regal automobile presently titled in the Wife's name shall be vested solely in the Wife and Husband relinquishes all right to and ownership of such property. Wife assumes full responsibility for the payment of any debt that is due on said automobile and she holds Husband harmless of same.

The parties further agree that the 1983 Cadillac Seville which is presently titled in both parties' names shall be vested solely in the Husband upon the payment of one-half of the current blue book value ($14,075.00) of the automobile to the Wife. This payment is due one month from the date of execution of this Agreement. Wife relinquishes all right to and ownership of such property. Husband assumes full responsibility for the payment of any debt that is due on said autombile and he shall hold Wife harmless of same.

3. The parties agree that as an equitable distribution of their joint assets that the Husband will pay to the Wife monthly the sum of $300.00 from his current military retirement pension beginning the first day of the month following the date of execution of this Agreement.

The Husband further agrees each month that this payment may be made directly to the Wife from the appropriate government accounting and finance center.

4. The Husband agrees to pay the Wife $300.00 a month as alimony as long as the Husband is employed. This payment is due the first day of the month following the date of execution of this Agreement.

5. The Husband agrees to maintain his current life insurance policy and to name as primary beneficiary the Wife.

6. The parties have heretofore divided their personal property between themselves. Wife will receive all personal property that is presently in her possession and Husband relinquishes all right to and ownership of such property. Husband will receive all personal property that is presently in his possession and Wife relinquishes all right to and ownership of such property.

7. The parties agree that each shall be responsible for the payment of any debts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless of any liability resulting from the failure to pay said debts when due.

8. The parties agree that the Husband shall pay one-half of the Wife's reasonable attorney's fees and court costs incurred in connection with this divorce proceeding.

9. The Husband further agrees that the Wife may maintain any privileges, benefits and use of her identification card due her through his retired military status including but not limited to medical commissary and exchange privileges.

10. The parties agree and acknowledge that they have each entered into this Agreement with full knowledge of the extent and probable value of all property involved and the parties have jointly and individually released and surrendered all of his or her right, title and interest, now or otherwise, in and to all of the estate whether real, personal, tangible or mixed, now owned or hereafter acquired of or by the other party, as he or she may be bound by the promises and covenants contained in this Agreement.

11. The parties desire that this Property Settlement Agreement be incorporated as a part of any Final Decree of divorce that may be

entered in the Circuit Court for Davidson County, Tennessee, or in any other Court having appropriate jurisdiction over the parties, and to that end agree that it should be submitted to the Court for ratification, approval, and express incorporation by reference into the Final Decree.

12. From the date of execution of this Agreement, neither party will incur any indebtedness to the other. Should this covenant be violated and one party is required voluntarily to pay a debt for the other party, the party who makes such payment should be entitled to indemnity from the other party of all legal obligations paid, including the amount paid and reasonable attorney's fees actually incurred, and the interest actually paid not to exceed the maximum legal amount by law.

13. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. The parties have fully disclosed all their assets and liabilities to each other, and there are no representations or warranties made by either party to the other, other than those expressly set forth herein.

14. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coersion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement have legal affect and are fully understood by each party. Each party acknowledges this Agreement is fair and equitable, and is being entered into voluntarily.

15. This Agreement is to be construed as a whole, is to be considered an equitable distribution of the joint assets of the parties, and a retention by the parties of property owned by them prior to the marriage, and is in no way to be considered as a sale or transfer of property in return for the relinquishment of any marital rights.

DATED this 3 day of October, 1986.

Bettye Jean Prince LeMay
BETTYE JEAN (PRINCE) LeMAY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named BETTYE JEAN (PRINCE) LeMAY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged she executed the within instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 3rd day of October, 1986.

NOTARY PUBLIC

My commission expires: July 17, 1988.

William Chester LeMay
WILLIAM CHESTER LeMAY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named WILLIAM CHESTER LeMAY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged he executed the within instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 29th day of Sept, 1986.

NOTARY PUBLIC

My commission expires: 5/13/90.

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
SITTING AT NASHVILLE

BETTYE JEAN (PRINCE) LeMAY,
PLAINTIFF

v. No. 86D-3071

WILLIAM CHESTER LeMAY,
DEFENDANT

AMENDMENT TO PROPERTY SETTLEMENT AGREEMENT

It appears there is now pending in the Probate Court for Davidson County, Tennessee, a divorce action styled BETTYE JEAN (PRINCE) LeMAY v. WILLIAM CHESTER LeMAY, Docket No. 86D-3071, and it further appears there is no hope for reconciliation so that the parties desire to settle and adjudicate all property matters concerning them. Now, therefore, in consideration of the premises, the Property Settlement Agreement heretofore filed, and this Agreement the parties agree to amend the original Property Settlement Agreement as follows:

The language on Page 2 of the Property Settlement Agreement which provides that payment for one-half the current blue book value of the 1983 Cadillac Seville be made in a lump sum one month from the date of the Agreement is to be deleted and it is agreed between the parties that it is modified as follows: The Husband shall pay to the Wife the sum of Two Hundred Fifty Dollars ($250.00) per month beginning on November 1, 1986, and continuing on the 1st. of each month thereafter for a total of 27 months; in the 28th. month, a final payment of $287.50 will be due. It is agreed that these payments represent the Wife's entitlement to 1/2 the current blue book value of the Cadillac Seville.

DATED this 16th day of December, 1986.

Bettye Jean Prince LeMay
BETTYE JEAN (PRINCE) LeMAY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the wihtin named BETTYE JEAN (PRINCE) LeMAY, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who acknowledged she executed the within instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 16 day of December, 1986.

NOTARY PUBLIC

My commission expires: November 1, 1987.

WILLIAM CHESTER LeMAY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the wihtin named WILLIAM CHESTER LeMAY, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who acknowledged he executed the within instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 8th day of December, 1986.

NOTARY PUBLIC

My commission expires: 5/13/90.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement Agreement and Amendment are hereby approved and made the judgment of the Court.

Final costs of this cause shall be assessed equally against the Plaintiff and Defendant for which execution may issue if necessary.

THIS 6th day of January, 1987.

JUDGE

APPROVED FOR ENTRY:

ELINOR ADDLESTONE,
ATTORNEY FOR PLAINTIFF
Suite 102
2300 Hillsboro Road
Nashville, Tennessee 37212
385-9911

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document has been sent by postage prepaid mail to Mr. William Chester LeMay, Defendant, 5041 Trousdale Drive, Nashville, Tennessee 37220, this 6th day of January, 1987.

JOHN D. KITCH