Map 91-15
Par. 3.14 Am

154B/845

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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1986 JUL 15 PM 12:50
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CONSTANCE JO PLUMLEE	]	
	]	
VS.	]	NO. 86D-691
	]	
WILLIAM DON PLUMLEE	]	

K. Langford

FINAL DECREE

BOOK 7164 PAGE 746

This cause came on to be heard on the 15th day of July 1986, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for 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, Constance Jo Plumlee, is hereby awarded an absolute divorce from the defendant, William Don Plumlee, on the grounds of irreconcilable differences, T.C.A. 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103 (B), 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; and further, they have made adequate and sufficient provision for the custody and support of the minor child at this time. The Court hereby approves the property settlement agreement and the same is hereby incorporated in words and figures as follows:

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IDENTIFICATION REFERENCE

MAR 11 3 58 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 27th day of June, 1986, by and between CONSTANCE JO PLUMLEE, hereinafter referred to as "Wife" and WILLIAM DON PLUMLEE, hereinafter referred to as "Husband";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which apppear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties, being Constance Jo Plumlee vs. William Don Plumlee, bearing Docket Number 86D-691; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, child custody and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights, and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The wife shall be awarded custody of the minor child, Joseph Whitney Plumlee, husband shall have the rights of visitation with said minor child, wherein he shall enjoy visitation every other weekend beginning Friday afternoon wherein he will pick up the child at day care or at school, and will return said child on that following Sunday at 6:00 p.m. to the wife's house.

2. The following holidays shall be alternated between the parents, to wit: New Years Day, Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day. The following schedule will be followed for the Christmas holiday which will allow one party to have the child one week prior to Christmas Eve at 9:00 p.m. wherein the child will be transferred to the other parent at 9:00 p.m. Christmas Eve. Wherein that parent shall be with the child for one week after Christmas, this

schedule shall alternate from year to year. The child shall spend Father's Day with the Father and Mother's Day with the Mother.

3. It is agreed that husband shall pay wife as child support TWO HUNDRED AND FOURTY DOLLARS ($240) per month plus TWELVE DOLLARS ($12) for the Clerk's lawful fee of 5%, for a total payment of ONE HUNDRED AND TWENTY-SIX DOLLARS ($126) on the 7th and 22nd of each and every month. Upon receipt of said payments the clerk shall disburse said payments to CONSTANCE JO PLUMLEE, 4810 Dakota Ave. Nashville, TN 37209.

4. It is agreed that husband shall provide medical and dental insurance including hospitalization and major medical for the minor child. It is further agreed that any such costs not covered by the insurance excluding the deductable shall be divided between the parties and each shall pay 1/2 of the expense.

5. It is agreed that husband shall maintain life insurance on himself in the face value of $25,000, and shall name the minor child as beneficiary with the wife as trustee.

6. Husband agrees to pay one half of the private school registration and book and activity fee, for each school period, as it becomes due. For the school year 1986 through 1987 the minor child will attend Park Avenue Christian School with a registration and book and activity fee of $180. Husband agrees to pay 1/2 of these costs i.e. $90 immediately directly to wife.

7. Husband and Wife agree to pay tuition, room and board and college expenses in equal shares, as the expenses become due. It is mutually agreed that wife may declare the minor child of the parties as a dependant for income tax purposes.

8. The following items shall become the property of the wife and husband relinquishes all right to, and ownership of said property: Wash stand, dining room hutch, kitchen hutch, cherry dining set, rocker, 2 lamps, china hutch, cherry bookcase, corner table, antique lamp, plant stand, washer-dryer, minor child's bed, minor child's dresser, hall tree, 2 televisions, a VCR video camera, microwave, Yashica camera and flash, wide angle and telephoto lenses, and all the items which I inherited from my parents upon their death, which includes; the bar, kitchen stools, secretary, two end tables, coffee table, low boy table, grandfather clock, two living room chairs, silver punch bowl, tea cart,

silver tea service, cherry bedroom set, freezer, T.V., antique clock on mantle, refrigerator, built in stove.

9. The following items shall become the property of the husband and wife relinquishes all right to and ownership of said property: Sony stereo, Pioneer turn table, two speakers, trunk, records, record case, lamp on his nightstand, jewelry box on his nightstand, two Cannon cameras, Two Hundred millimeter wide-angle lenses, shotguns, all hand guns except the one that wife has, Vititar flash, minor child's chest of drawers, motorcycle.

10. The parties agree that husband shall be awarded full use of the boat and the trailer hitch, however, upon its sale or disposal wife shall receive the amount of $1,300 which she has invested in said property.

11. It is agreed that wife shall pay the marital debt which consist of a loan at National Consumer which was in the amount of $5,000, the debt now is such that the amount of $249.59 shall be paid monthly for 1 1/2 years, wherein such debt will be extinquished. Each party agrees that there are no other marital debts and that each will hold the other harmless if such debts do hereinafter arise.

12. It is agreed the parties shall keep their respective checking accounts and or saving accounts. The parties shall each keep their own automobiles and said automobiles shall be titled in each owners name solely. The owners of the respective vehicles shall assume any and all indebtedness on said vehicle and shall hold the other party harmless.

13. It is agreed that the house and lot located at 4810 Dakota Ave, Nashville, TN 37209 shall be vested solely in wife as she inherited said property from her parents, husband relinquishes all interest that he may have in said property and wife holds him harmless on any and all future indebtedness on said property.

14. Each party shall be responsible for paying their respective attorney's fees for which execution may issue.

15. It is agreed that any cost of court incurred as a result of the pending action for absolute divorce shall be paid by wife and husband equally.

16. The parties agree that the ring that belonged to wife's father shall go to parties minor child.

17. The parties desire that this agreement be incorporated as a part of any final decree of divorce that may hereinafter be entered in the Fourth Circuit Court of Davidson County, Tennessee or in any other court having appropriate jurisdiction of the parties and agree that it shall be submitted to the court for its ratification and approval. The agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representations or warranties other than those experessly herein set forth.

It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below.

Constance Jo Plumlee
CONSTANCE JO PLUMLEE

William D. Plumlee
WILLIAM DON PLUMLEE

DATE 6-27-86

DATE 6-27-86

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Constance Jo Plumlee with whom I am personally aquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal on this the 27th day of June, 1986.

NOTARY PUBLIC

My Commission Expires:

3-11-90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, William Don Plumlee with whom I am personally aquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 27th day of June, 1986.

NOTARY PUBLIC

My Commission Expires:

3-11-90

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

The cost of this cause will be paid in equal shares by the husband and the wife for which execution may issue if necessary.

This the 17th day of July, 1986.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

MARLENE ESKIND MOSES
10 American Trust Bldg.
Nashville, TN 37201
615/242-1721

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed to the defendant, William Don Plumlee through his attorney, Robert Rutherford, Nashville City Bank & Trust Bldg. Nashville, TN 37201 on this the 15th day of July, 1986.

MARLENE ESKIND MOSES

The current addresses of the parties are:

Constance Jo Plumlee
4810 Dakota Avenue
Nashville, Tennessee 37209

William Don Plumlee
548 Westgate Court
Nashville, Tennessee 37221

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STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 15th *day of* July, *19* 86, *in Case Number* 86D-691 *between* Constance Jo Plumlee *Plaintiff, and* William Don Plumlee *Defendant, as same remains of record in Book* 154B, *Page* 845 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 11th *day of* March *in the year one thousand nine hundred and* eighty-seven *and in the* two-hundred eleventh *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By K. Hartman, *D.C.*

Form #GR-117