39C/2228

IN THE ~~FOURTH CIRCUIT~~ PRIVATE COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBRA JEAN FLITCROFT,
907 McMahon
Nashville, TN 37216,

Plaintiff,

vs.

FRANK D. FLITCROFT,
2131 Apartments, Apt. G-154,
Elm Hill Pike
Nashville, Tennessee,

Defendant.

No. 87D-312

BOOK 7480 PAGE 596

FINAL DECREE

This cause came on to be heard on the 31ST day of December, 1987, before the Honorable DONALD HARKOVITZ, Judge of the ~~Fourth Circuit~~ PRIVATE 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, DEBRA JEAN FLITCROFT, is hereby awarded an absolute divorce from the Defendant, FRANK D. FLITCROFT, on the grounds of irreconcilable differences, T.C.A. Section 36-4-103, and they are hereby restored to all the rights and privileges of unmarried persons.

It further appears to the Court 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. Unless specifically ordered by the Court such support shall not be reduced or prorated. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBRA JEAN FLITCROFT	)	
	)	
VS.	)	NO. 87D-312
	)	
FRANK D. FLITCROFT	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between FRANK D. FLITCROFT, hereinafter referred to as "Husband", and DEBRA JEAN FLITCROFT, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties were married on June 16, 1978, in Nashville, Davidson County, Tennessee, are now citizens and residents of Davidson County, Tennessee and there is one minor child born of this marriage.

WHEREAS, certain difficulties and differences have arisen between the parties and they now live separate and apart from each other, and have no plans of resuming their marital relationship; and,

WHEREAS, the parties have reached an understanding relative to their property and wish that this understanding be reduced to writing so that there might not be any confusion and be binding upon both as of this date.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the Husband and the Wife as follows:

1. CUSTODY: The Wife shall have sole and separate custody of the minor child of the parties, Eric D. Flitcroft.

2. VISITATION: The Husband shall have liberal visitation with the minor child at least every other weekend from Friday at 6:00 p.m. to Sunday at 6:00 p.m. The Husband shall have further visitation with the minor child on major holidays in alternate years and for three consecutive weeks during each year as agreed by the parties.

3. CHILD SUPPORT The Husband shall pay to the Wife the sum of $100.00 per week for the support and maintenance of the minor child of the parties. Further, the Husband shall provide major medical insurance for the benefit of the minor

child and the Husband shall pay any medical expenses not covered by said insurance.

4. REAL PROPERTY: The Wife shall have as her sole and separate real property the farm located in Macon County, Tennessee, consisting of three tracts of land along with appurtenances thereon, all of which is more particularly described as follows:

TRACT 1:

LYING and being in the 13th Civil District of Macon County, Tennessee and on the waters of Trammell Creek; beginning at a beech on the South side of Trammell Creek, the southern most point of this tract, a corner to E. L. Brockett and Herley Trammell; thence crossing creek with old Trammell line N. 72 deg. 30' E. 24 poles to a stone, the beginning of the original Flatt property; thence N. 72 deg. 30' E. 6.3 poles to a stake in County Road; thence with County Road and severing Flatt property N. 33 deg. 14' W. 8.2 poles; N. 48 deg. W. 8.8 poles; N. 42 deg. W. 16.5 poles; N. 35 deg. 30' W. 14.1 poles; N. 33 deg. 30' W. 14.8 poles; N. 45 deg. 45 W. 25.3 poles to a point at intersection of two county roads; thence leaving road and crossing bottoms, a fence, S. 34 deg. W. 36.2 poles to white walnut; S. 61 deg. E. 14.2 poles to beech; S. 35 deg. E. 10.75 poles to an iron poin; S. 50 deg. E. 10.6 poles to a beech; S. 78 deg. E. 4.75 poles to a black gum; S. 45 deg. E. 6 poles to a red oak; S. 40 deg. E. 5.4 poles to a sassafras; S. 36 deg. E. 4.8 poles to a hickory; S. 38 deg. E. 10.5 poles to beginning containing 14.5 acres, more or less and being part of Tract No. 2 in Deed from Flatt to Carman.

BEING the same property conveyed to E. Dowling Flitcorft and Frank Dowling Flitcroft, by deed from Harold Gene Carman, Jr. and wife, Helen Carman, Thomas R. Carter and wife, Joan Carter, Carroll Carman and wife, Linda Carman, and Gene Carman and wife, Dorothy Carman, dated March 12, 1976 and recorded in Deed Book 90, Page 86, Register's Office, Macon County, Tennessee.

The Grantees have been informed of a tobacco allotment lease from the Grantors to W. B. Flatt. This lease must be honored and continued by the Grantees and all future owners and will be a condition to follow the chain of title on this property.

TRACT 2:

Beginning at a beech, Flatt and Brockett corner, the Northwest corner of this tract, on Southern side of Trammell Creek at mouth of hollow; thence up hollow with meanders and Brockett's line S. 26 deg. W. 12 poles to stake; South 20 poles to stake; S. 15 deg. E. 6 poles to stake; S. 16 deg. W. 8 poles to stake; South 2-1/2 poles to stake, once a poplar, E. L. Brockett and Chandley's corner; thence with Chandley's line South 9-1/4 poles to an elm; S. 7 deg. 30' W. 8-1/5 poles to beech; S. 7 deg. 30 E. 8-1/4 poles to maple; S. 2 deg. W. 9-1/2 poles to red bud; S. 2 deg. E. 5-3/4 poles to hickory; S. 7 deg. 30 E. 8 poles to white walnut; S. 4 deg. W. 12 poles to maple; S. 3 deg. W. 12-1/2 poles to beech on west side of branch; S. 27 deg. E. 5-1/4 poles to beech; S. 38 deg. E. 7 poles to white oak; S. 60 deg. E. 5-4/5 P. to poplar; S. 32 deg. E. 10 poles

to center of hollow; S. 30 deg. E. 8 poles to elm; S. 20 deg. E. 7-1/2 poles to white oak; S. 9 deg. E. 6 poles to white oak; S. 5 deg. E. 8 poles to an ash; S. 2 deg. E. 16 poles to two poplars; S. 2 deg. W. 10 poles to hickory; S. 8 deg. W. 10 poles to a stake in Freeman's line, Chandley's corner; thence with Freeman's line S. 87 deg. 30' E. 17.2 poles to marked tree, Freeman's line a corner to Sloan; thence with Sloan's line and severing former Miller Farm N. 8 deg. 30 E. 137.5 poles to a point in creek, Sloan's corner; thence N. 52 deg. E. 15.3 poles to Sloan's corner, intersection of road and hollow; thence down road N. 40 deg. 45 W. ---------- 2.6 poles; N. 56 deg. 30' W. 10.3 poles; N. 43 deg. 45' W. 9.8 poles; N. 29 deg. W. 11.3 poles; N. 17 deg. 15 W. 7.2 poles; N. 19 deg. 15 W. 13.3 poles; N. 33 deg. W. 19.4 poles; N. 14 deg. 30 W. 8.05 poles to stake in road, the northeast corner of tract; thence leaving road through the original stone corner S. 72 deg. 30' W. 30.3 poles to beginning, containing 54.0 acres, more or less (being a part of Tract 1 and 2 of deed from Miller to Carman, et al)

Being part of the same property conveyed to E. Dowling Filtcroft by deed from Gene Carman and wife, Dorothy Jean Carman, Harold Gene Carman, Jr. and wife, Helen Carman, Thomas R. Carter and wife, Joan H. Carter, and Carroll Carman and wife, Linda Ruth Carman, dated February 4, 1975 and recorded in Deed Book 85, Page 55, Register's Office, Macon County, Tennessee.

TRACT 3:

BEING all of the property located southwest of creek as found in deed to Gene Carman, et als, from Shriner, bounded as follows: on the East by creek and Harris, on the South by Harris and Freeman, on the West by Flitcroft, and on the North by creek (Carman) and more particularly described as follows:

Beginning at a stake in Freeman's line, the southeast corner of Flitcroft and the southwest corner of this tract; thence with Flitcroft's line north 8 deg. 30 min. East 137.50 Poles to a point in center of creek, a corner to Flitcroft; thence up meanders of creek (Carman's line) South 36 deg. 30 min. East 75 poles to a point in creek in Harris line; thence South 67 deg. 30 min. West 3 poles, more or less, to an iron stake at bluff site of red oak, thence with Harris line South 25 deg. East 16 poles, South 38 deg. West 28-1/2 poles; thence South 30 deg. West 23 poles; thence South 37 deg. West 24-1/2 poles to a white oak, a corner to Harris and Freeman; thence with Freeman's line North 87 deg. 30 min. West 24-1/2 poles to the point of beginning, containing 31 acres, more or less.

This being the same property conveyed to Frank Flitcroft and wife, Debra Flitcroft, by deed dated September 1, 1981, from Gene Carman and wife, Dorothy Carman, and Harold Carman and wife, Helen Carman, of record in Deed Book 118, Page 183, Register's Office, Macon County, Tennessee.

The Husband shall have and receive as his sole and separate real property the house and lot located at 907 McMahan Avenue in Nashville, Davidson County, Tennessee, which property is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 5 of Phillips Resubdivision of Lot No. 42 on the Plan of I.

C. McMahan's Subdivision of the Maplewood Lands, of record in book 547, Page 78, Register's Office of Davidson County, Tennessee, said Phillips Resubdivision being of record in Book 2083, Page 41, Register's Office of Davidson County, Tennessee, and said Lot is described as follows:

Lot No. 5 fronts 90 feet on the notherly side of McMahan Avenue, and extends back between lines 136.37 feet on the westerly side, and 136.62 feet on the easterly side to a dead line in the rear on which it measures 90 feet.

Being the same property conveyed to Ellsworth D. Flitcroft and wife, Mary Beatrice Flitcroft, by deed dated April 6, 1954, from Charles Phillips and wife, Gladys H. Phillips, of record in Book 2274, Page _____, Register's Office of Davidson County, Tennessee.

It is further agreed by the parties hereto that the Wife shall have possession of the house and lot located at 907 McMahan Avenue, Nashville, Tennessee, until March 1, 1988, and that the Husband shall have possession of the farm located in Macon County, Tennessee, until March 1, 1988. Husband shall return the Ashley heater and water pump to the farm.

5. UNTITLED PERSONALTY: After a qualified appraisal, the parties hereto shall divide all coins accumulated during the marriage into three groups of equal value with the Wife receiving one group, the Husband receiving one group and the minor child receiving one group which shall be placed in the Trust hereinafter mentioned.

On maturity in February of 1988, the Husband and Wife shall receive in equal shares, the proceeds of the FNMA Bond or the actual bonds themselves. Until said maturity date, the parties shall equally divide any interest or dividends paid on said bonds.

The Husband shall have and receive as his sole and separate property, all furniture and furnishings that previously belonged to his mother along with one stereo system, all of which is located in the house at 907 McMahan Avenue. The Wife shall have and receive as her sole and separate property, all the remaining furniture and furnishings located at that same address.

6. TITLED PERSONALTY: The Husband shall have and receive as his sole and separate titled personalty, the proceeds of the Saab automobile, the 1972 Volvo P1800 and the Datsun truck. The Wife shall have and receive as her sole and separate titled personalty, the 1976 Volvo Station Wagon, the 1971 Volvo P1800, the 1947 Buick Roadmaster and the 1980 Ski Boat. The

Husband shall repair or cause to be repaired the 1976 Volvo Station Wagon (body and/or engine) to good running order.

7. CHILD'S TRUST FUND: An irrevocable Trust Fund is hereby established for the benefit of the minor child, Eric D. Flitcroft, with Debra Jean Flitcroft hereby appointed to serve as Trustee without bond. The Husband, Frank Dowling Flitcroft, shall contribute the sum of $1,000.00 each year to said Trust Fund beginning 1988 and continuing until the minor child, Eric D. Flitcroft, becomes 18 years of age. The Trustee shall have full power and authority to receive the Husband's contribution along with the coins or proceeds thereof mentioned in paragraph 5, or any other property and retain the same as a portion of the Trust Estate whether the same be investments approved for Trustees under the laws of the State of Tennessee or not. The Trustee shall have full power and authority to sell at private or public sale or lease for any period of time, any property, real or personal, at any time constituting a portion of the Trust Estate; the Trustee has the power to make such deeds, leases or other conveyances of title as may be necessary to effect the aforesaid. The Trustee may invest and reinvest any money at any time in the Trust Estate in accordance with the laws of the State of Tennessee governing such investments by Trustees.

Upon the beneficiary's attaining the age of 22 years, the Trustee shall distribute one-half of the property then belonging to the principal and accumulated income of the Trust Estate to said beneficiary. Upon the beneficiary's attaining the age of 28 years, the Trustee shall distribute the balance of the Trust Estate to the beneficiary, which shall include principal and accumulated income. This Trust shall terminate upon the final distribution to the beneficiary. In case the beneficiary for whom the Trust is being held hereunder shall die before attaining the age of 28 years, then upon said beneficiary's death the Trustee shall distribute all property then belonging to the principal and accumulated income of the Trust Estate to the beneficiary's heirs at law, according to the laws of dissent and distribution of the State of Tennessee. No rights of the beneficiary hereunder to income or principal shall be subject to assignment, alienation or anticipation or liable for any debts or

obligations of the beneficiary, or subject to attachment or any other order, decree or process of Court on account of or for the purpose of collecting any such debt or obligation.

The Trustee is authorized to encroach against the corpus and accumulated income of this Trust Estate to provide college tuition or for the emergency need of the beneficiary. All such encroachments shall be a general charge against the Trust Estate.

The Trustee may employ such attorneys, accountants, appraisers or other specialists as she may deem advisable from time to time. All compensation may be paid from principal or income or partly from each as the Trustee deems advisable without regard to any statute to the contrary.

8. DEBTS: Each of the parties hereto covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other of the full extent of the amount paid, inclusive of interest and legal expenses.

9. ATTORNEYS' FEES AND COURT COSTS: Each party shall be responsible for the payment in full of his or her own attorney's fee. Any Court costs resulting from this divorce action shall be divided equally between the parties.

Debra Jean Flitcroft
DEBRA JEAN FLITCROFT

Frank D. Flitcroft
FRANK D. FLITCROFT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public, in and for Davidson County, Tennessee, the within named DEBRA JEAN FLITCROFT, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witnessed my hand and official seal this 1 day of December, 1987.

NOTARY PUBLIC

My Commission Expires: 10/24/88

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned a Notary Public, in and for Davidson County, Tennessee, the within named FRANK D. FLITCROFT, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witnessed my hand and official seal this 17 day of Dec., 1987.

NOTARY PUBLIC

My Commission Expires: 10/24/88

IT IS, ORDERED, ADJUDGED AND DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

ENTERED this 21st day of December, 1987.

JUDGE

APPROVED FOR ENTRY:

1451 03/01 0101 03CHECK 27.00

H. TOM KITTRELL, JR.
Attorney for Debra Jean Flitcroft
1416 Parkway Towers
Nashville, TN 37219

FELIX Z. DAVIDSON REGISTER
DAVIDSON COUNTY, TN
MAR 1 2 00 PM '88
IDENTIFI REFERENCE
08894

RUSH

ROBERT M. GARFINKLE
Attorney for Frank D. Flitcroft
Third Floor
219 Fifth Avenue North
Nashville, TN 37219

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* Probate ~~Circuit~~ *Court for Davidson County, Tennessee, on the* twenty-first *day of* December, *19* 87, *in Case Number* 87D-312 *between* DEBRA JEAN FLITCROFT, *Plaintiff, and* FRANK D. FLITCROFT, *Defendant, as same remains of record in Book* 39C, *Page* 2228 *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* first *day of* March *in the year one thousand nine hundred and* eighty-eight *and in the* two hundred twelfth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*
By P. L. Rowland *D.C.*

Form #GR-117