188A/449

BOOK 8150 PAGE 163

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

Map 129-11
Parcel 17

ANNETTE RUTH FLEMING,

Plaintiff,

v.

GEORGE BAXTER FLEMING,

Defendant.

No. 89D-221

RUSH

JUL 11 10 49 AM '90

FELIX Z. WILSON
REGISTER
DAVIDSON COUNTY

IDENTIFICATION REFERENCE

405890

8974 07/11 0101 03CHECK 21.00

FINAL DECREE

This cause came on to be heard on the 22nd day of May, 1990, before the Honorable Judge Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Wife's Complaint for Divorce, the Husband's Answer, and the Wife's Amended Complaint for Divorce, upon testimony of the parties, statements of counsel, and the record as a whole, from all of which it appears to the Court that the Plaintiff is entitled to an absolute divorce on the grounds of adultery and cruel and inhuman treatment and that it should be and therefore is ORDERED, ADJUDGED and DECREED;

1. That the Plaintiff Annette Fleming is granted an absolute divorce from the Defendant George Baxter Fleming on the grounds of adultery and cruel and inhuman treatment, and restored to all the rights and privileges of an unmarried person, and is further restored to her maiden name of Anglin.

2. Plaintiff is awarded all of the household furniture located in the homeplace located at 6422 Harding Road. Defendant is awarded the furnishings in his home located in Dyersburg, Tennessee. Defendant is awarded his guns and tools which are remaining in the garage at 6422 Harding Road

3. The Plaintiff Annette Ruth Fleming is awarded all interest in the homeplace at 6422 Harding Road, Davidson County,

Tennessee and is awarded such as alimony in solido. Said real estate is more particularly described as follows:

Situated and lying in Davidson County, Tennessee, to wit:

BEING Lot No. 1001 on the Plan of West Meade Farms, Inc., Section 6-A, as of record in Book 2854, page 104, Register's Office for said County.

SAID Lot No. 1001 fronts 197.6 feet on the northerly side of Harding Road (U.S. 70S) and extends back 237.5 feet on the westerly line and 217 feet on the easterly line, to a dead line in the rear, which is a broken line, measuring 202 feet thereon.

BEING the same property conveyed to George B. Fleming and wife, Annette R. Fleming, by deed from James P. Jones and wife, Dona L. Jones of record in Book 4698, Page 470, Register's Office for Davidson County, Tennessee.

4. Defendant is Ordered to repair the heating and cooling system at the 6422 Harding Road house within ten (10) days of the date of this hearing, and to pay for all costs associated with said repairs. Defendant is further Ordered to provide Plaintiff Annette Fleming with a working refrigerator within ten (10) days of the hearing of this matter.

5. (a) Plaintiff Annette Fleming shall be solely responsible for payment of the first mortgage to Fidelity Federal, which balance is, as approximately $21,136.46.

(b) Defendant George Baxter Fleming shall be solely responsible for the second mortgage on the residence, the principal amount being approximately $12,438.36 as of May 20, 1990. Defendant shall pay or make arrangements to keep the second mortgage paid in a timely fashion and he shall hold plaintiff harmless thereon. The amount of the second mortgage is awarded to Plaintiff against the Defendant as alimony in solido in partial satisfaction of his support obligation.

6. Defendant is held solely responsible for the IRS lien on the home located at 6422 Harding Road and shall make arrangements to remove said lien. Defendant shall hold Plaintiff Annette Ruth Fleming harmless on said IRS lien.

7. Plaintiff is awarded the sum of $1,500.00 per month as alimony in futuro to continue until her death or remarriage payable by the 10th of each month. Plaintiff Annette Ruth Fleming is

further awarded a judgment against the Defendant for past alimony arrearages in the amount of $2,100.00. Defendant has thirty (30) days to pay said arrearage.

8. Defendant George Baxter Fleming is ordered to continue major medical insurance for plaintiff Annette Ruth Fleming for a period of 36 months from the date of the hearing and is further ordered to pay all medical costs not covered by the medical insurance so provided.

9. Plaintiff Annette Ruth Fleming is awarded the ownership of the life insurance policy on the life of George Baxter Fleming, the same being Massachusetts Indemnity Life Insurance Policy No. 0411897616. Defendant George Baxter Fleming is Ordered to pay the premiums on said policy in a timely manner and to provide proof thereof to plaintiff.

10. Plaintiff Annette Ruth Fleming is awarded the two cemetery lots, the same being described in Agreement No. 3595 between Mt. Olivet Cemetery Company and George Fleming, which is attached to this decree and made Exhibit A. Defendant George Baxter Fleming is divested of any right, title, and interest which he may have in either cemetery lot.

11. (a) The Court finds that Accu-Dyne, Inc., a corporation in which Defendant is the sole shareholder is marital property.

(b) Accu-Dyne, Inc. is presently in bankruptcy as a Chapter 11 proceeding under Docket No. 89-11150, in the United States Bankruptcy Court for the Western District of Tennessee, Eastern Division. The Defendant has represented to the Court that said corporation has no monetary value whatsoever. Defendant has further represented to the Court that Accu-Dyne, Inc. is an income producing business and, under the plan for reorganization, will be able to meet its obligations and once again become a viable operation.

(c) Therefore, considering the above, and agreement of the parties, the Court shall hold in abeyance at this time a decision as division of Accu-Dyne, Inc. Plaintiff may at a later

time petition this Court to make division of the marital asset Accu-Dyne, Inc.

12. Plaintiff Annette Ruth Fleming is awarded use of the 1986 Mercury automobile currently titled in the name Accu-Dyne, Inc., under Title No. 35034714. Defendant is further ordered to maintain insurance on this automobile during the time that said automobile is used by Plaintiff Annette Ruth Fleming. The Court orders that in the event this vehicle must be returned to the company that Defendant George Baxter Fleming is ordered to provide to Plaintiff Annette Ruth Fleming an automobile of similar make, model and quality, and to maintain insurance on that vehicle as a support obligation in addition to the alimony in futuro and for the same time period as the alimony in futuro.

13. The costs of this cause are assessed against the Defendant George Baxter Fleming, for which execution may issue.

14. Plaintiff Annette Ruth Fleming is awarded the sum of $12,382.16 as alimony in solido. Said amount is awarded to plaintiff to reimburse her for attorney fees incurred as a result of defendant's failure to cooperate in the discovery process.

15. Attorneys for the wife shall have a lien pursuant to T.C.A. Section 23-2-102 which is hereby declared to exist in favor of Penny Harrington, Attorney at Law and D. Scott Parsley, Attorney at Law which shall be applicable to all sums of money and other property, both real and personal, to be received by the plaintiff pursuant to this decree to the extent of the attorneys' fees and expenses as set forth in the affidavit previously filed in this action. Said lien is granted as to any payments whatsoever including all alimony payments or any other cash allowance or settlement payment to the plaintiff whether paid through the Clerk of the Court or not. Said lien is specifically granted as to the property located at 6422 Harding Road to the Wife.

JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
217 Second Avenue, North
Nashville, TN 37201
(615) 244-2202

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and exact copy of the foregoing by United States mail, postage prepaid upon Jim Curtis, 214 Second Avenue North, Suite 204, Nashville, TN 37201 on this the 25 day of June, 1990.

D. Scott Parsley, #13606

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* ~~9th~~ *day of* JULY, 19 90, *in Case Number* 89-D-221 *between* ANNETTE RUTH FLEMING *Plaintiff, and* GEORGE BAXTER FLEMING *Defendant, as same remains of record in Book* 188A, *Page* 449 *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* 10th *day of* JULY *in the year one thousand nine hundred and* ~~NINETY~~ *and in the* ~~TOW HUNDRED & FOURTEEN~~ *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Teresa Alexander *D.C.*

Form #GR-117

Agreement

7/21/37

MAY BE SELECTED IN EITHER MT. OLIVET OR FOREST LAWN BOOK 8150 PAGE 168

No. 3595

THIS AGREEMENT is made this 6th day of September, 19 64 by and between MT. OLIVET CEMETERY COMPANY, a corporation, hereinafter called the company, and George Fleming

hereinafter called the purchaser.

The purchaser offers to purchase from the Company two adult burial spaces to be selected by purchaser in Mt. Olivet Cemetery Company, Davidson County, Tennessee, for interment purposes only, for the sum of Two Hundred Fifty Dollars and no/100s - - - - - - - - - - - - - $250.00 which the purchaser agrees to pay in monthly installments, together with a 5% per annum service charge as follows:

$10.00 on the acceptance of this agreement by application of the deposit in that amount, receipt of which is hereby acknowledged, and $6.80 on the 30th day of October, 19 64, and $6.80 on the 30th day of each succeeding month thereafter, until the entire sum has been paid.

If this agreement is not accepted within a reasonable time the purchaser agrees to accept the return of the deposit herein stated and relieve the company of all responsibility.

If this agreement is accepted:

1. The purchaser agrees to select the interment spaces being purchased, and agrees to comply with all lawful regulations now or hereafter in force for the operation, care and control of said cemetery; and

2. The company agrees:

A. That upon payment of the full price for the interment spaces purchased, it will convey said spaces by good and sufficient deed to the purchaser.

B. Upon acceptance by the company of this agreement, and providing the purchaser is in good health and not over 65 years of age on date of acceptance, if the purchaser dies (except by his or her own hand) before the full purchase price of said interment spaces is paid, and no installments thereon are delinquent at date of death, the company agrees to convey to the purchaser's heirs a good and sufficient deed to said interment spaces without further payment.

C. The company agrees to deposit into the irrevocable Perpetual Care and Maintenance Trust Fund, heretofore established, a sum equal to 25% of the sale price of said interment spaces.

IT IS MUTUALLY AGREED

The note for the balance of the contract price, including service charges, may be transferred to any bank or financial institution and while so transferred the payments thereon shall be made by the purchaser to said bank or financial institution, and payment in full of said note shall constitute payment of the balance due on this contract.

Upon default of any installments the whole amount then unpaid shall become due and payable forthwith, at the option of the holder without notice.

This agreement shall upon acceptance by the company become the contract between the parties and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

THE PURCHASER HEREBY ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE TERMS OF THIS CONTRACT, AND THAT HE OR SHE UNDERSTANDS THAT MT. OLIVET CEMETERY COMPANY IS NON-SECTARIAN, DESIGNED AND PLANNED FOR THE USE OF PEOPLES OF ALL RELIGIOUS FAITHS.

IT IS AGREED THAT THIS CONTRACT CONTAINS THE COMPLETE UNDERSTANDING AND AGREEMENT BETWEEN MT. OLIVET CEMETERY COMPANY, AND THE PURCHASER, AND NO AGENT, SALESMAN OR REPRESENTATIVE HAS ANY AUTHORITY TO MAKE ANY STATEMENTS, REPRESENTATIONS OR AGREEMENTS MODIFYING, ADDING TO, OR CHANGING IN ANY RESPECT WHATSOEVER, ANY OF THE TERMS OR CONDITIONS HEREIN SET FORTH.

Lot ..... Garden ..... Block ..... Spaces .....

Date of Birth 11-1-37 Religion Baptist No. in Family 4

Make deed as follows: To Mr. George B. Fleming

and/or Mrs. AnnetteA. Fleming

Purchaser

George B. Fleming

Bob Williams
Witness

6510 Premier Drive
Nashville, Tennessee
Address

Accepted at Nashville, Tennessee, this 6th day of September, 19 64.

MT. OLIVET CEMETERY COMPANY

By H. Winston Ligon

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IS THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Form C-103

THIS IS A NON-CANCELLABLE CONTRACT

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This document Unsatisfactory When Received

BOOK 8159 PAGE 169

COMPLETE FAMILY PROTECTION PLAN

THIS AGREEMENT is made this 6th day of September, 19 64 by and between MT. OLIVET CEMETERY COMPANY, a corporation, hereinafter called the company, and George Fleming hereinafter called the purchaser.

The purchaser offers to purchase the company's Family Protection Plan for the sum of Ninety Dollars and no/100s - - - - - - - - - - - - - - $ 90.00

If this agreement is accepted by the company and the purchaser agrees to pay for this on monthly installments, a 6% per annum service charge will be added.

If this agreement is not accepted within a reasonable time the purchaser agrees to accept the return of this contract and relieve the company of all responsibility.

If this agreement is accepted:

The company agrees:

1. To furnish additional space or spaces for the interment of any of the purchaser's unmarried children who die, without additional cost to the purchasers.

2. The obligation of Mt. Olivet Cemetery Company to provide additional space or spaces shall also apply to any future children from this marriage who meet the requirements set out herein.

3. For each space transferred to the purchaser under this protection plan the company agrees to deposit into the irrevocable Perpetual Care and Maintenance Trust Fund, heretofore established, a sum of $31.25 per grave space at the time said space is used or deeded.

Wherever this may be possible, space will be provided in adjoining or contiguous space to the lot purchased, but if such additional space adjacent to the spaces previously purchased is not available, then Mt. Olivet Cemetery Company shall provide adequate space in another area of said cemetery of equal value.

IT IS MUTUALLY AGREED

1. The Family Protection Plan Certificate which may be issued upon acceptance of this offer shall become a legal part of this agreement.

2. Default. Upon default of any installment the whole amount then unpaid shall become due and payable forthwith, at the option of the holder without notice.

3. The note for the balance of the contract price, including service charges, may be transferred to any bank or financial institution and while so transferred the payments thereon shall be made by the purchaser to said bank or financial institution, and payment in full of said note shall constitute payment of the balance due on this contract.

4. This agreement shall upon acceptance by the company become the contract between the parties and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IT IS AGREED THAT THIS CONTRACT CONTAINS THE COMPLETE UNDERSTANDING AND AGREEMENT BETWEEN MT. OLIVET CEMETERY COMPANY, AND THE PURCHASER, AND NO AGENT, SALESMAN OR REPRESENTATIVE HAS ANY AUTHORITY TO MAKE ANY STATEMENTS, REPRESENTATIONS OR AGREEMENTS MODIFYING, ADDING TO, OR CHANGING IN ANY RESPECT WHATSOEVER, ANY OF THE TERMS OR CONDITIONS HEREIN SET FORTH.

Make certificate as follows: To Mr. George B. Fleming

and/or Mrs. Annette A. Fleming

Purchaser

Bob Williams

Witness

George B. Fleming
6510 Premier Dr.

Address

Offer accepted at Nashville, Tennessee this 6th day of September, 19 64

MT. OLIVET CEMETERY COMPANY

By H. Winston Ligon

Form C103

THIS IS A NON-CANCELLABLE CONTRACT

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.