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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DORA AILEEN MITCHELL BRADFORD

v. No. 92D-3510

LEONARD RAYMOND BRADFORD BOOK 9410 PAGE 281

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 09th day of May 1994, before the Honorable Muriel Robinson, Judge, Twentieth Judicial District, Davidson County, Fourth Circuit Court, upon the Complaint for Separate Maintenance filed by **DORA AILEEN MITCHELL BRADFORD**; Order amending the Complaint to include a prayer for absolute divorce; Answer of the Defendant, **LEONARD RAYMOND BRADFORD**; appearance of the parties in open Court; statement of Counsel in open Court and in the presence of the parties; and the entire record in this cause.

And it appearing to the Court from statement of counsel of the respective parties and concurrence of the parties by their appearance in open Court that, pursuant to Tennessee Code Annotated, Section 36-4-129, the parties have agreed to stipulate that the Wife, **DORA AILEEN MITCHELL BRADFORD,** is entitled to a divorce from the Husband, **LEONARD RAYMOND BRADFORD**, upon the stated grounds of inappropriate marital conduct;

It is, therefore, **ORDERED, ADJUDGED and DECREED** by the Court that the Wife, **DORA AILEEN MITCHELL BRADFORD**, be, and she is hereby, awarded an absolute divorce from the Husband, **LEONARD RAYMOND BRADFORD**, and that she is restored to all the rights and privileges of an unmarried person.

And it further appearing to the Court as evidenced by statements of respective counsel for the parties, the parties' appearance in open Court, and the signatures of respective counsel hereto, that the parties have agreed upon an equitable division of their properties, debts and support obligations, one to the other, subject to this Court's approval;

And this Court being pleased to approve the agreement of the parties;

It is, further, **ORDERED, ADJUDGED and AGREED** as follows, to wit:

Please return to: JOHN R. REYNOLDS, Attorney, 217 Second Avenue, North Nashville TN 37201

1. That **DORA AILEEN MITCHELL BRADFORD**, being one and the same person as Aileen M. Bradford, be, and she is hereby, awarded that certain real property located at and known as 4809 Belmont Park Terrace, Nashville, Davidson County, Tennessee 37215; and all right title and interest of **LEONARD RAYMOND BRADFORD**, being one and the same person as L. R. Bradford, therein be, and the same is hereby, divested out of him and vested in **DORA AILEEN MITCHELL BRADFORD**, solely, said real property being more particularly described on **EXHIBIT A** attached hereto and made a part hereof, but subject to a right of first refusal to any proposed sale reserved hereinafter.

2. That **LEONARD RAYMOND BRADFORD** shall vacate the real property located at and known as 4809 Belmont Park Terrace, Nashville, Davidson County, Tennessee 37215, on or before 30 June 1994.

3. That, if at any time **DORA AILEEN MITCHELL BRADFORD**, her heirs or assigns, desire(s) to sell the real property located at and known as 4809 Belmont Park Terrace, Nashville, Davidson County, Tennessee 37215, Mrs. Bradford, her heirs or assigns, shall first offer the premises to **LEONARD RAYMOND BRADFORD**, his heirs or assigns, by written notice; and, thereafter **LEONARD RAYMOND BRADFORD**, his heirs or assigns, shall have sixty (60) days from receipt of such written notice to accept said offer upon the same or equivalent terms and price as stated in any bona fide offer to purchase and acceptable to Mrs. Bradford, her heirs or assigns. If Mr. Bradford, his heirs or assigns, decline(s) to accept said offer or does not respond within sixty (60) days, then this right of first refusal shall expire and Mrs. Bradford, her heirs or assigns, shall be free to sell the premises to any third person but not upon terms less favorable than those offered to Mr. Bradford, his heirs or assigns.

4. That **LEONARD RAYMOND BRADFORD**, being one and the same person as L. R. Bradford, be, and he is hereby, awarded that certain real property being 97 acres, more or less, Seventh Civil District, Hickman County, Tennessee; and all right, title and interest **DORA AILEEN MITCHELL BRADFORD** may have in and to said real property shall be, and the same is hereby, divested out of her and vested in **LEONARD RAYMOND BRADFORD**, solely, said real property

being more particularly described on **EXHIBIT B** attached hereto and made a part hereof.

5. That **LEONARD RAYMOND BRADFORD** be, and he is hereby, awarded that certain real property located at and known as 618-638 Fourth Avenue, South, Nashville, Davidson County, Tennessee; and all right, title and interest **DORA AILEEN MITCHELL BRADFORD** may have in and to said real property be, and the same is hereby, divested out of her and vested in **LEONARD RAYMOND BRADFORD**, solely, said real property being more particularly described on **EXHIBIT C** attached hereto and made a part hereof.

6. That **LEONARD RAYMOND BRADFORD** be, and he is hereby, awarded that certain real property located at and known as 709 Elm Street, Nashville, Davidson County, Tennessee; and all right, title and interest **DORA AILEEN MITCHELL BRADFORD** may have in and to said real property be, and the same is hereby, divested out of her and vested in **LEONARD RAYMOND BRADFORD**, solely, said real property being more particularly described on **EXHIBIT D** attached hereto and made a part hereof.

7. That **LEONARD RAYMOND BRADFORD** be, and he is hereby, awarded the six (6) cemetery lots located at Harpeth Hills; and all right, title and interest **DORA AILEEN MITCHELL BRADFORD** may have in and to said cemetery lots be, and the same is hereby, divested out of her and vested in **LEONARD RAYMOND BRADFORD**, solely.

8. That **LEONARD RAYMOND BRADFORD** be, and he is hereby, awarded that certain farm equipment and livestock identified in his Answers to Interrogatories propounded by Wife, free of any claim of **DORA AILEEN MITCHELL BRADFORD**.

9. That **LEONARD RAYMOND BRADFORD** be, and he is hereby, awarded his account with Third National Bank, being Cash Investment Account No. 8-661084-8, free from any claim of **DORA AILEEN MITCHELL BRADFORD**.

10. That **LEONARD RAYMOND BRADFORD** be, and he is hereby, awarded his account with First National Bank, Centerville, Tennessee, being NOW Account No. 132705, free from any claim of **DORA AILEEN MITCHELL BRADFORD**.

11. That **DORA AILEEN MITCHELL BRADFORD** be, and she is hereby, awarded the parties' joint account with Third National Bank, being Checking Account No. 16567366-2560, free from any claim of **LEONARD**

RAYMOND BRADFORD; and all right, title and interest of **LEONARD RAYMOND BRADFORD** therein be, and the same is hereby, divested out of him and vested in **DORA AILEEN MITCHELL BRADFORD**, solely.

12. That **DORA AILEEN MITCHELL BRADFORD** be, and she is hereby, awarded her account with First American National Bank, being Investment Reserve/Fair/Account No. 000708-305-8, free from any claim of **LEONARD RAYMOND BRADFORD**.

13. That **DORA AILEEN MITCHELL BRADFORD** be, and she is hereby, awarded Third National Bank Certificate of Deposit No. 0003208084, jointly titled in the names of the parties and in the principal amount of One Hundred Thousand ($100,000.00) Dollars; and all right, title and interest **LEONARD RAYMOND BRADFORD** may have in and to said Certificate of Deposit be, and the same is hereby, divested out of him and vested in **DORA AILEEN MITCHELL BRADFORD**, solely.

14. That **DORA AILEEN MITCHELL BRADFORD** be, and she is hereby, awarded one-half (1/2) of Third National Bank Certificate of Deposit No. 7031212439 or No. 101-0420023, each in the principal amount of One Hundred Thousand ($100,000.00) Dollars, whichever first matures, together with one-half (1/2) of all interest earned on the same from 09 May 1994, until maturity; and all right, title and interest **LEONARD RAYMOND BRADFORD** may have in and to said one-half (1/2) of one (1) Certificate of Deposit be, and the same is hereby, divested out of him and vested in **DORA AILEEN MITCHELL BRADFORD**, solely.

15. That the remaining Certificates of Deposit and/or balance(s) thereon, as the case may be, be, and the same are hereby, awarded to **LEONARD RAYMOND BRADFORD**, solely, free from any claim of **DORA AILEEN MITCHELL BRADFORD**.

16. That **DORA AILEEN MITCHELL BRADFORD** be, and she is hereby, awarded a one-third (1/3) interest in the principal balance of that certain Promissory Note executed 31 December 1991, payable to the order of Leonard R. Bradford, being one and the same person as Leonard Raymond Bradford, by John E. Bruce and wife, Harriet E. Bruce, in the principal amount of Two Hundred Fifty Thousand ($250,000.00) Dollars, said one-third (1/3) interest being due and payable when the principal balance of said Promissory Note is paid or the sum of FIFTY NINE THOUSAND NINE HUNDRED THIRTY EIGHT and 96/100 ($59,938.96) DOLLARS, due and payable 30 November 2001,

whichever first occurs, but subject to **DORA AILEEN MITCHELL BRADFORD** living at the time of payment.

17. That **LEONARD RAYMOND BRADFORD** shall pay directly to **DORA AILEEN MITCHELL BRADFORD** the principal sum of ELEVEN THOUSAND ($11,000.00) DOLLARS cash.

18. That **LEONARD RAYMOND BRADFORD** be, and he is hereby, awarded his automobiles, to wit: 1978 Pontiac, 1987 Ford pickup and Mercedes Benz, free from any claim of **DORA AILEEN MITCHELL BRADFORD**.

19. That **DORA AILEEN MITCHELL BRADFORD** be, and she is hereby, awarded her 1993 Buick Century automobile VIN No. 1G4AG54NTP6401924, free from any claim of **LEONARD RAYMOND BRADFORD**.

20. That **LEONARD RAYMOND BRADFORD** be, and he is hereby, awarded the following personal property located at 4809 Belmont Park Terrace, Nashville, Davidson County, Tennessee, free from any claim of **DORA AILEEN MITCHELL BRADFORD**, said personal property being more particularly described as follows, to wit: Garden tools, mechanic tools, golf cart, clubs and accessories, tractor IH, push mower IH, sled, refrigerator (Frances in garage), push broom, dinner bell (Bradford family), one-half (1/2) silver, one-half (1/2) linens, one-half (1/2) china, one-half (1/2) pots and pans, one-half (1/2) glasses, one-half (1/2) of all silver (knives, forks set from Geistman's engraved with "B"), one-half (1/2) cups, spool bed (Mama Bradford's), washstand in kitchen, stereo in den, Lion Claw table (Mr. Geistman), his current bedroom suite and all articles in his bedroom, all Mr. Bradford's books (downstairs and upstairs), picture of his great grandfather, one (1) TV (not big TV), his Lazy Boy chair, books in den, one (1) of three telephones, chair he inherited from Dillard Jacobs Estate and picture of farm that Lee McCormick gave him.

21. That the living room suite and entrance hall table located at 4809 Belmont Park Terrace, Nashville, Davidson County, Tennessee, be, and the same is hereby, awarded to **LEONARD RAYMOND BRADFORD**, free from any claim of **DORA AILEEN MITCHELL BRADFORD;** but this personal property shall remain at 4809 Belmont Park Terrace, Nashville, Davidson County, Tennessee, for so long as Mrs. Bradford continues to maintain her residence there.

22. That all other personal property, household furniture, furnishings and appliances, in the house located at and known as 4809 Belmont Park Terrace, Nashville, Davidson County, Tennessee, shall be, and the same are hereby, awarded to **DORA AILEEN MITCHELL BRADFORD**; and all right, title and interest of **LEONARD RAYMOND BRADFORD** in and to the same be, and the same are hereby, divested out of him and vested in **DORA AILEEN MITCHELL BRADFORD**, solely.

23. That **LEONARD RAYMOND BRADFORD**, his heirs, assigns and personal representatives, shall pay directly to **DORA AILEEN MITCHELL BRADFORD** the sum of TWO THOUSAND ($2,000.00) DOLLARS per month, commencing 10 July 1994, and continuing on the 10th day of each month thereafter until her death or remarriage. Said payments shall be deductible to Mr. Bradford for Federal income tax purposes and shall be chargeable to Mrs. Bradford for Federal income tax purposes. In the event Mr. Bradford predeceases Mrs. Bradford and the alimony payable hereunder becomes an obligation of Mr. Bradford's heirs, assigns and Personal Representatives, as intended herein, the alimony payable to Mrs. Bradford shall be reduced by any monthly benefits Mrs. Bradford shall receive and payable by the Department of Treasury, Social Security Administration, on the account of Mr. Bradford. That this obligation for alimony in futuro shall be secured, and the Court hereby declares the obligation for alimony payable hereunder to be a lien upon the following, to wit:

a. That certain real property located at and known as 618-638 Fourth Avenue, South, Nashville, Davidson County, Tennessee, and being more particularly described on **EXHIBIT C** attached hereto and made a part hereof; and

b. That certain Promissory Note executed 31 December 1991, payable to Leonard R. Bradford, being one and the same person as LEONARD RAYMOND BRADFORD, by John E. Bruce and wife, Harriett E. Bruce, in the original principal amount of Two Hundred Fifty Thousand ($250,000.00) Dollars.

24. That, until the alimony payable hereunder commences in July, Mrs. Bradford shall continue to receive Mr. Bradford's monthly benefits payable by the Department of Treasury, Social Security Administration, payable in June 1994.

25. That each party shall be responsible for his or her own attorney's fees.

26. That the costs of this cause are taxed to **LEONARD RAYMOND BRADFORD**, for which let execution issue, if necessary.

The current addresses of the Parties are as follows, to-wit:

Complainant, **DORA AILEEN MITCHELL BRADFORD**, 4809 Belmont Park Terrace, Nashville, Tennessee 37215; and

Defendant, **LEONARD RAYMOND BRADFORD**, 4809 Belmont Park Terrace, Nashville, Tennessee 37215.

Enter this 14th day of June 1994.

JUDGE

Approved for Entry:

JOHN R. REYNOLDS
S C Reg No. 2522
Attorney for Complainant/Wife
217 Second Avenue, North
P. O. Box 190481
Nashville TN 37219-0481
Tel: (615) 256-2094

J. MITCHELL GRISSIM, JR.
S C Reg No. 9477
Attorney for Defendant/Husband
Suite 400, 323 Union Street
Nashville TN 37201
Tel: (615) 255-9999

cc: Mrs. Dora Aileen Mitchell Bradford

EXHIBIT A

4809 Belmont Park Terrace, Nashville, Davidson County, Tennessee 37215

Map No. 131-15
Parcel No. 63

Land in Davidson County, Tennessee, being Lot No. 6 on the Revised Plan of Lot No. 1, Harpeth Acres, Section III, and Lots Nos. 3, 4, 5 and 6, Harpeth Acres, Section IV, as of record in Book 2083, page 99, Register's Office for Davidson County, Tennessee.

Said Lot No. 6 fronts 15_.5 feet on the westerly side of Belmont Park Terrace and runs back between lines 269.4 feet on the northerly line and 280.6 feet on the southerly line to a dead line in the rear, measuring 182.0 feet thereon.

Being the same property conveyed to L. R. Bradford and wife, Aileen M. Bradford, by deed of record in Book 4318, page 789, said Register's Office.

L. R. Bradford and Leonard Raymond Bradford are one and the same person.

Aileen M. Bradford and Dora Aileen Mitchell Bradford are one and the same person.

EXHIBIT B

BOOK 941 PAGE 289

Bounded on the North by the lands of H. T. Matlock; on the South by the lands of E. J. Mays and Nunnelly Bros.; on the East by the lands of E. T. Matlock and Nunnelly Bros.; and on the West by the lands of T. H. Shipp, containing 97 acres, be the same more or less and including all of our interest in the H. T. Petty property in said District.

Being the same property acquired by Lloyd E. Matlock and wife, Evelyn Matlock, a 3/5 interest by Deed of Fred Boyce and wife, Julia Matlock Boyce and Hattie Jane Koehler, dated December 29, 1961 and recorded in Deed Book Q-2, page 503, Register's Office of Hickman County, Tennessee. A 1/5 interest by Will of H. T. Petty, deceased, recorded in Will Book _____, page _____, County Clerk's Office of Hickman County, Tennessee. The remaining 1/5 interest passed to H. T. Matlock by the same will of H. T. Petty and the said H. T. Matlock, died intestate leaving Julia Matlock Boyce, Hattie Jane Koehler and Lloyd E. Matlock as his only brother and sisters as heirs at law. Lloyd E. Matlock inherited a 1/3 interest of this 1/5 interest as an heir and Julia Matlock and Hattie Jane Koehler join in this instrument for the purpose of conveying the interest which they inherited from H. T. Matlock. They also understand that Lloyd E. Matlock purchased this interest from H. T. Matlock but a deed was never executed.

Being the same property conveyed to John C. Brooks and wife, Lillian B. Brooks, from Lloyd E. Matlock and wife, Evelyn Matlock of record in Deed Book 35, page 45, Register's Office for Hickman County, Tennessee.

EXHIBIT C

BOOK 5748 PAGE 164

BOOK 9410 PAGE 290

Being the northerly part of Lot No. 2 and all of Lots Nos. 3 to 9 inclusive on F. B. Fogg's Plan of Lots, as of record in Book No. 9, page 229, Register's Office for said County, Lots Nos. 1 to 6 inclusive and the northerly part of Lot No.7 on Campbell's Plan of Eight Lots, as of record in Minute Book "A", page 14, Chancery Court at Nashville, also 26-1/2 feet immediately east of and adjoining said Lot No. 9 on F. B. Fogg's Plan of lots, described together as follows:

BEGINNING on the easterly margin of Fourth Avenue South, formerly Cherry Street, at a point 35 feet, more or less, north of the northerly margin of Elm Street, being the northwest corner of what was formerly the John Brien property; thence with the easterly margin of Fourth Avenue South, northwardly 234-1/2 feet, more or less, to the southwest corner of the "John Brandon" Lot; thence with said Brandon's southerly line, eastwardly 87 feet to his southeast corner, continuing in the same direction 52-1/2 feet, more or less, in all 139-1/2 feet, more or less, to the westerly margin of Guard Alley; thence with said alley, southwardly 234-1/2 feet, more or less, to the northerly line of said John Brien property; thence with said line westwardly 138 feet, more or less, to the beginning.

Being the same property conveyed to E. L. Geistman, a 1/2 undivided interest, and L. R. Bradford, a 1/2 undivided interest, by deed from E. L. Geistman and L. R. Bradford, d/b/a E. L. Geistman & Co., a partnership, as of record in Book 1559, page 199, and to Sarah Fitzgerald Geistman, a 1/2 undivided interest, by deed from E. L. Geistman, as of record in Book 2538, page 732, Register's Office for Davidson County, Tennessee.

LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT D

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BOOK 9410 PAGE 291

Land in Davidson County, Tennessee, being the southerly 16 feet of lot No. 1 in F. B. Fogg's Plan of Lots in South Nashville, as of record in Book 9, page 229, Register's Office for said County.
Said part of lot No. 1 fronts 16 feet on the easterly side of 4th Avenue South, formerly Cherry Street, and runs back between parallel lines, with the northerly margin of Elm Street, 138 feet, more or less, to an alley.
Being the same real property conveyed to Madeline Lightman Magid and Dorothy Lightman Mintz by deed from David Pinkard, of record in book 1784, page 469, Register's Office for said County.

STATE OF TENNESSEE

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STATE OF TENNESSEE

BOOK 9410 PAGE 292

I, **RICHARD R. 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 14 day of JUNE , 19 94 , in the Case Number 92D3510 between BRADFORD, DORA AILEEN MITCHELL Plaintiff, and BRADFORD, LEONARD RAYMOND Defendant, as same remains of record in Book 2300 , Page 2114 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 14 day of JULY in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

SEAL

72162

IDENTIFICATION REFERENCE

94 JUL 18 PM 3:23

DAVIDSON COUNTY, TENN.