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IN THE FOURTH CIRCUIT COURT FOR
DAVIDSON COUNTY, TENNESSEE

HARRIETT WRAGG PLAISTED)
)
VS.) NO. 57300
)
JACK WHEELER PLAISTED)

FINAL DECREE

This cause came on to be heard on December 7, 1971 before Honorable Benson Trimble, Judge, upon the parties separate petitions for absolute divorce, the several pendente lite orders, testimony of complainant, Harriett Wragg Plaisted, and exhibits to her testimony, testimony of corroborative witnesses in her behalf, and upon the entire record.

From the foregoing it appears to the Court that the petition of Jack Wheeler Plaisted should be dismissed. It further appears to the Court that an absolute divorce should be granted to Harriett Wragg Plaisted on the ground of cruel and inhuman treatment.

It further appears that the parties have entered into an agreement which was exhibited to the Court and states as follows:

SEPARATION AGREEMENT

This agreement executed in multiple original copies at Nashville, Tennessee, this 16th day of November 1971, by and between Jack Wheeler Plaisted, husband, and Harriett Wragg Plaisted, wife, Witnesseth:

WHEREAS, the parties are now husband and wife; and

WHEREAS, there are two children born, as the issue of this marriage, namely, Harriett Laishley, born May 19, 1955 and Polly Jean, born March 10, 1960; and

WHEREAS, as a result of disputes and differences, the parties have separated and are now living separate and apart, and since their separation have agreed to live separate and apart during the remainder of their natural lives; and

WHEREAS, it is the desire of the parties to provide for a final and complete settlement of their property rights and obligations, and to provide for the support, maintenance and custody of their minor children;

NOW, THEREFORE, in consideration of the premises and dispositions herein made it is agreed as follows:

I

SEPARATE PROPERTY TO WIFE

1. The wife shall receive as her separate property the following:

(A) Real property which was the home of the parties, situated in the City of Nashville, County of Davidson, State of Tennessee, more particularly described as follows, to-wit:

> BEING Lot No. 16 on the Plan of Tyne Valley Estates Section 4, as of record in Book 3600, Page 10, Register's Office for said County.
>
> SAID Lot 16 fronts 167 feet on the southerly side of Fredericksburg Drive and extends back 432.4 feet on the easterly line and 408.7 feet on the westerly line to a line at the rear on which it measures 248.2 feet.
>
> BEING the same property conveyed to Jack W. Plaisted and wife, Harriett W. Plaisted, by deed from John L. Peterson and wife, Nancy S. Peterson, as of record in Book 3838, page 255, said Register's Office.

2. All the household furniture and furnisbings in the home of the parties.

3. Further personal property as follows, to-wit:

(a) Corporate capital stock currently held in her own name.

(b) Bank savings currently held in her own name.

(c) Stock jointly held by the parties as follows:

Allegheny Power Systems, Inc.	50 shares
American Telephone & Telegraph	50 shares
Southern Company	116 shares
Radio Corp. of America	50 shares
Westinghouse Electric	50 shares
Pac. Gas & Electric Co.	100 shares
Gulf States Utilities	100 shares

(d) 1964 Oldsmobile automobile.

(e) In addition, the husband promises to pay, and to make any and all necessary provision to pay, to the wife as an annuity the sum of Three Hundred Seventy-Five and No/100 ($375.00) Dollars per month, for use as deemed proper in her sole discretion, commencing on

the first day of January 1972, and succeeding payments in such amount on the first day of each ensuing month thereafter until the end of her natural life or until her remarriage, whichever shall first occur; such payments to be mailed to the wife at

5829 Fredericksburg Drive
Nashville, Tennessee

or at such other place as she may direct by notice in writing; the amount of such monthly payments shall not be subject to increase nor decrease because of the changing financial situation of either party, and the husband agrees to conserve his estate and not to waste, squander, give away or dissipate same, so as to assure continuance of such payments in the event the wife remains unmarried and survives the husband.

II

PAYMENT OF DEBTS BY HUSBAND

1. The husband shall pay all past doctor and hospital bills of the wife, real estate taxes accrued against the aforedescribed real property through the year 1971; homeowners hazard insurance premium due in December 1971 for the ensuing year's insurance coverage on such real property; mortgage payments on such real property through December 1971.

2. The wife shall pay taxes, insurance and mortgage payment from and after January 1, 1972.

3. The husband shall pay all premium increments resulting from insuring the parties children as driver(s) under the wife's auto insurance policy(s).

III

SUPPORT AND MAINTENANCE OF MINOR CHILDREN

In addition to the foregoing, the husband shall pay to the wife the sum of One Hundred Twenty-Five and No/100 ($125.00) Dollars per month for the support and maintenance of each of the children of the parties until they reach 21 years of age respectively.

IV

PAYMENT OF COSTS OF EDUCATION AND HEALTH AND ACCIDENT INSURANCE FOR CHILDREN

1. The husband shall pay the cost of each childs' education beyond high school at such school or training institution as the parties shall mutually agree upon.

2. The husband shall keep in force such health and accident protection as is currently in effect insuring the parties' children, or equivalent coverage, until said children reach age 21 respectively.

V

HUSBAND'S PROPERTY

The husband shall receive as his share of the property of the parties:

1. All right, title and interest in and to his business and all benefits, including so-called fringe benefits such as employee benefit plans and retirement plan, relating to his employment.
2. Life insurance policies insuring husband's life.
3. Bank and credit union savings in husband's name.
4. Corporate capital stock listed in husband's name.
5. 115 shares Commerce Union Bank stock listed in the parties' names jointly.
6. Other real or personal property held in the husband's name.

VI

PAYMENT OF WIFE'S COUNSEL FEE

The husband shall pay to Entrekin, Johnson & Holland, attorney fee for the wife, the sum of Twenty-Seven Hundred Fifty and No/100 ($2,750.00) Dollars, as and for counsel fee, and, in addition, shall pay Court costs in the divorce suits now pending between the parties.

VII

CUSTODY AND VISITATION

The wife shall have custody of the minor children of the parties subject to the right of the husband to have the children visit with him each Saturday and on one Saturday night overnight each month.

VIII

WAIVER AND RELEASE OF RIGHTS OF PARTIES

Each of the parties hereto does hereby waive, release and relinquish their rights as an heir of the other party, except under a will; that all claims and rights respecting any estate that may be

left by either of the parties, including all rights which may arise as a result of the marriage between the parties are hereby released; provided, however, that provision shall be made, if not theretofore otherwise made, to secure with the assets of the husband's estate the continuation of any annuity payments to the wife as set forth in part I.e. of this agreement.

Each party, in consideration of this agreement, expressly releases the other party from any and all claims and demands, other than under the provisions of this agreement for the settlement of property rights.

IX

SUBMISSION OF AGREEMENT TO COURT FOR APPROVAL

In the event any decree of divorce is obtained by either party in any action, this property settlement agreement may be presented to the Court in which the proceeding is had for approval, and, subject to such approval, this agreement may be incorporated, either expressly or by reference, in any decree or judgment which may be granted in any such action.

X

EXECUTION OF DOCUMENTS TO CARRY OUT AGREEMENT

Each of the parties shall, when and as requested by the other party, execute and deliver to such other party any and all documents, deeds, releases or conveyances necessary or convenient to show title to the property of the several parties in accordance with the terms of this agreement.

This agreement shall be binding upon the parties, their heirs, administrators and assigns and shall be interpreted and enforced in conformity with the laws of the State of Tennessee.

In witness whereof we have hereunto set our hands at Nashville, Tennessee.

_____ (S)
Husband

_____ (S)
Wife

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that:

1. The petition for divorce of complainant Jack Wheeler Plaisted be and the same is hereby dismissed.

2. Cross-Complainant, Harriett Wragg Plaisted, be, and she is hereby, awarded an absolute divorce from the defendant, Jack Wheeler Plaisted, and she is restored to all of the rights, privileges and immunities of an unmarried person.

3. The separation agreement entered into by the parties as set forth above herein which the Court does determine to be manifestly fair and equitable, is herein ratified, affirmed and approved by the Court in all of its terms, conditions and provisions, except with respect to visitation rights which are modified below, and is incorporated in the decree and shall be enforceable as any other provision of this decree.

4. The cross-complainant, Harriett Wragg Plaisted, be and she is hereby awarded the custody of the parties' minor children, Harriett Laishley Plaisted and Polly Jean Plaisted, and the cross-defendant, Jack Wheeler Plaisted, is given reasonable rights of visitation with said children which shall be the right to have the children visit with him on Saturday of each week throughout the year with the understanding that such visitation day may be changed to another day of the week on occasion when the wife will be out of the city with the children over a week-end, the right to have the children make an overnight visitation with him on the second Saturday night of each month, and the right to have the children visit with him for one continuous period of ten (10) days duration during the summer months while the children are out of school. During said ten (10) day summer visitation period the cross-defendant, Jack Wheeler Plaisted, shall have the right to have the children accompany him on trips outside of Davidson County and outside the State of Tennessee, if he desires.

5. All right, title and interest of cross-defendant, Jack Wheeler Plaisted, in (a) the real property described in paragraph I.1.A. of the separation agreement, and (b) all personal property described in paragraph I.2. of the separation agreement is divested out of said cross-defendant and vested in the cross-complainant, Harriett Wragg Plaisted, constituting her owner of the same in fee simple.

6. The cross-defendant, Jack Wheeler Plaisted, will pay the costs of this cause.

7. Execution may issue for all of the foregoing, if necessary.

JUDGE

19-23-71

APPROVED FOR ENTRY:

ENTREKIN, JOHNSON & HOLLAND

By: Clyde P. Holland
Clyde P. Holland
Solicitor for Cross-Complainant,
Harriett Wragg Plaisted

DEARBORN, WARNER & ALEXANDER

By: Robert J. Warner, Jr.
Robert J. Warner, Jr.
Solicitor for Cross-Defendant,
Jack Wheeler Plaisted

STATE OF TENNESSEE

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 0 Circuit Court for Davidson County, Tennessee, on the 25 day of MAY , 1970 , in the Case Number 57300 between PLAISTED, Plaintiff, and PLAISTED, HARRIETT W Defendant, as same remains of record in Vol. 065C , Page 0992 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 MARCH in the year two thousand one and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk