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Par. 37
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ANDREA DENISE CROWE FEINSTEIN ] IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS. ]

NO. 96374

RICHARD SHELTON FEINSTEIN ]

DECREE

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This cause came on to be heard on this the 23rd day of October, 1979, before the Honorable Hamilton Gayden, Judge, Division I, Circuit Court of Davidson County, Tennessee, upon the pleadings heretofore filed in this cause. It being announced by counsel representing the defendant that the defendant wished to withdraw his answer and cross-bill, the matter was then considered by the Court on the original petition of the original plaintiff, and upon the statutory grounds of irreconcilable differences. From the testimony of the plaintiff, statement of counsel, and a review of the entire record of the cause, the Court is of the opinion that such irreconcilable differences now exist between the parties as to make a continuation of their marriage not in their best interests, and not in the best interest of society as a whole.

It is therefore ORDERED, ADJUDGED and DECREED that the original plaintiff, Andrea Denise Crowe Feinstein, be and is awarded an absolute divorce from the defendant, Richard Shelton Feinstein, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the parties had entered into an oral property settlement agreement which was submitted to the Court and is approved and ratified by the Court, and made a part of this the final decree in this cause as follows:

(1) That the absolute care, custody and control of the minor children of the parties, to wit, Richard Scott, Amber Danielle, and Brooke Nicole, be vested in the original plaintiff,

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with the right and privilege of the defendant to see and visit said children from 5:30 P.M. until 8:00 P.M. on Thursday of each week, and from 10:00 A.M. until 6:00 P.M. on Saturday of each week. Neither party at any time will take the minor children into any environment that is not conducive to their health and well being. As support for said aforementioned minor children, the defendant will pay to the plaintiff the sum of $72.00 per week. Payments shall be due and payable on Monday of each week, with the first payment due and payable on Monday, October 29, 1979. Said payments will be made by appropriate check, in order that an accurate record may be kept thereof. In the event that plaintiff should remarry prior to the oldest child reaching its majority, then and in that event, child support payments will be increased to the sum of $90.00 per week, and payable as hereinabove set forth.

(2) As alimony in futuro, the defendant shall pay to the plaintiff the sum of $38.00 per week, payable on Monday of each week, and with the first payment being due on Monday, October 29, 1979. Said payments shall continue until the death or remarriage of the plaintiff.

(3) As alimony in solido, all of defendant's right, title and interest in and to the homeplace of the parties located at 590 Moss Landing Drive in Antioch, Tennessee, as is now vested in the defendant shall be divested out of the defendant, and said property shall be awarded absolutely to the plaintiff in fee simple title. The plaintiff shall assume the mortgage indebtedness currently in existence against said property, and shall hold defendant harmless from any further responsibility therefor. In view of the fact that the defendant does have some equitable interest in said aforementioned property, a non-interest bearing lien in favor of the defendant in the amount of $7,000.00 is declared against said property. However, it is expressly understood

and ORDERED that said lien shall be unenforceable until the occurrence of one of the following events, whichever occurs first:

(a) The eighteenth birthday of the youngest child of the parties;

(b) That the plaintiff should voluntarily sell the house prior to the eighteenth birthday of the youngest child of the parties;

(c) That the plaintiff should remarry prior to the eighteenth birthday of the youngest child of the parties.

It is the intention of the Court and of the parties, through their property settlement agreement that the plaintiff shall have the right to continue to live in said aforementioned property until the occurrence of one of the events set forth in Items (a), (b), or (c) above, without any responsibility toward the defendant in regard to the payment of the said aforementioned lien in the amount of $7,000.00, and in favor of the defendant. Said real property heretofore vested in the plaintiff is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 6 on the Plan of Edge-O-Lake, Section 18, as of record in Book 4675, page 84, Register's Office for said County, to which plan reference is made for a more complete description.
>
> BEING the same property conveyed to Richard S. Feinstein and wife, Andrea C. Feinstein, by deed from Ronald R. Osburne and wife, Kay M. Osburne, of record in Book 5351, page 679, Register's Office of Davidson County, Tennessee.

(4) The plaintiff shall retain the 1978 Chevette automobile in her possession, and shall be responsible for the payment of the mortgage indebtedness against the same. The defendant shall execute such documents, either now or in the future, as may be necessary to transfer title of said automobile solely into the name of the plaintiff. The defendant shall retain the 1977 Subaru automobile in his possession, and shall be responsible for the

payment of the mortgage indebtedness thereon. The plaintiff shall execute such documents as may be necessary to transfer title of said automobile into the name of the defendant.

(5) All of defendant's right, title and interest in and to the household furnishings located in the home of the parties is vested out of the defendant and is awarded to the plaintiff, free and clear from any further claim thereon by the defendant, but with the exception of one bed frame given defendant by his parents, a small television set, and some miscellaneous tools of the defendant. These items shall become the property of the defendant.

(6) Both parties will retain the children as beneficiaries under the hospital and medical insurance available to them through their employment. All other medical expenses, including periodic visits to doctors and prescription drugs that are not covered by insurance shall be borne equally by plaintiff and defendant. Other than in emergency situations, plaintiff will advise the defendant in advance of anticipated doctor's visits by the children.

(7) The plaintiff will declare the oldest child as a dependent for Federal income tax purposes, and the defendant shall declare the two youngest children as dependents for Federal incomte tax purposes.

(8) The defendant shall bear the costs of this cause, for which execution may issue, if necessary.

Entered this 8th day of November, 1979.

Hamilton Lyle

JUDGE

APPROVED FOR ENTRY:

Andrea Denise Crowe Feinstein
Andrea Denise Crowe Feinstein, Plaintiff

Richard Shelton Feinstein
Richard Shelton Feinstein, Defendant

Jack Norman, Jr.
Jack Norman, Jr., Attorney for Plaintiff

R. Kent Wildman, Attorney for Defendant

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IDENTIF. REFERENCE

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FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

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# STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ANDREA DENISE CROWE FEINSTEIN *Plaintiff, and* RICHARD SHELTON FEINSTEIN *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 5 *day of* August *in the year one thousand nine hundred and* eighty-three *and in the* 208 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, D. C.

Form #GR-117