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FILED

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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GEORGE L. ROOKER, CLERK

BOOK 6690 PAGE 974

KAY H. STEPHENS

VS.

JAMES W. STEPHENS

K. Langford D.C.

NO. 85D-520

084-11-0-099
3D2 44686

DECREE

This cause came on to be heard on this the 26th day of August, 1985, before the Honorable Muriel Robinson, Judge of Division IV of the Circuit Court of Davidson County, Tennessee, upon all of the pleadings heretofore filed in this cause. Following the testimony of the parties, their respective witnesses, statement of counsel and a review of the entire record by the Court, the Court finds that the cross-plaintiff, James W. Stephens, has sustained the grounds for divorce alleged in the cross-complaint, that is, that the defendant/wife, Kay H. Stephens, has been guilty of such cruel and inhuman treatment as renders further cohabitation between the parties unsafe and improper.

It is therefore ORDERED, ADJUDGED and DECREED that the cross-plaintiff/husband is awarded an absolute divorce from the cross-defendant/wife, and both parties are restored to all rights and privileges of unmarried persons. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. The original complaint of the wife is dismissed.

It is further ORDERED, ADJUDGED and DECREED that the custody of the two minor children of the parties, James G. and John C., shall hereinafter be vested jointly in both parties. However, it is further decreed that the physical custody of the oldest son, James G., shall be vested in the wife, and the physical custody of the youngest son, John C., shall be vested in the husband. Both parties shall have visitation privileges

3526

with the children as follows: On Tuesday of each week, from 5:00 P.M. until 9:00 P.M., both children shall be with the mother. On Wednesday of each week, from 5:00 P.M. until 9:00 P.M., both children shall be with the father. On an every other weekend basis commencing on Friday night at 6:00 P.M. and ending on Sunday night at 6:00 P.M., the children will be in the alternate custody of the mother and father, that is, on one weekend, both children will be in the custody of the mother, and on the following weekend, both children will be in the custody of the father. During summer vacation periods, both children will be in the physical custody of each parent for a period of one month. These months shall be within the months of June, July or August. During Christmas vacation and other major holidays, the custody of both children shall be shared jointly, with each parent having custody for the equivalent of half of the holiday period.

As support for the oldest son, James G., the husband will pay to the wife the sum of $60.00 per week. Said payments will be made directly to wife by appropriate check, and shall be payable on Monday of each week. In view of the wife's current economic situation, the question of the wife's obligation for the support of the youngest son, John C., will be held in abeyance by the Court, subject to future assessment.

The husband will continue to keep in full force and effect hospital and medical insurance on the two minor children. Both parties shall be equally responsible for any medical bills that are not covered by the husband's insurance.

It is further ORDERED, ADJUDGED and DECREED that hereafter, each party will own the automobile in their respective possession, free and clear from any claim thereon by the opposite party. In other words, the husband will be vested with the title to the 1981 Buick automobile, and shall own the automobile free and clear from any claim by the wife, and the wife will be vested with title to the 1981 Chevrolet automobile,

and shall own the automobile free and clear from any further claim thereon by the husband. Each party will be responsible for the payment of the outstanding mortgage indebtedness against their automobile and shall hold the other party harmless from any further obligation in respect thereto. Both parties shall sign any and all documents as may be necessary, either now or in the future, to vest title to the automobile in question into the party to which it was awarded. The automobile that has been driven by the oldest son, James G., shall hereinafter become the property of the oldest son, James G.

It is further ORDERED, ADJUDGED and DECREED that the homeplace of the parties located at 2324 Dennywood Drive in Nashville, Tennessee, shall hereinafter be vested in the parties as tenants in common. Either party may request the sale of the home, and the resolution of any question concerning the sale of the home is specifically reserved by the Court at this time. Either party may make further application to the Court in the event that a dispute arises concerning the terms and conditions of the sale. Until such time as the home is sold, the wife shall remain in possession of the home and the husband shall continue to pay the monthly house note. At such time as the home is sold, the net proceeds realized from the sale of the home will be divided equally between the parties.

It is further ORDERED, ADJUDGED and DECREED that the household goods, furnishings and effects located in the home of the parties at 2324 Dennywood Drive shall be divided equally between the parties, with the exception of the fact that the large colored television set shall be awarded to the wife. In the event that the parties cannot agree upon an equitable distribution of the household furnishings, then either party may apply to the Court for the appointment of an appraiser and a division of the furnishings by the Court.

It is further ORDERED, ADJUDGED and DECREED that from the savings accounts and coin collection maintained by the wife at the Third National Bank in Nashville, Tennessee, the following disbursements will be made:

The $6,000.00 trust account maintained for the college education for the minor children shall continue to be held in trust for the minor children. Both the husband and wife shall be designated as co-trustees of the account, and the signature of both the husband and the wife will be required for any withdrawal from the account. The remaining savings accounts in the approximate amount of $2,952.82 and $7,260.40 and the coin collection shall be divided equally between the husband and the wife.

It is further ORDERED, ADJUDGED and DECREED that after the sale of the homeplace and subject to any subsequent agreement that might be reached between the parties, that the husband shall pay to the wife as rehabilitative alimony the sum of $250.00 per month for a period of two calendar years. Payments will be made directly to the wife by appropriate check or money order, and shall be paid on or before the 5th day of each month. The first payment shall be due and payable to the wife at the commencement of the first calendar month following the date that the sale of the house is finalized.

It is further ORDERED, ADJUDGED and DECREED that hereafter and until further orders of the Court, that both parties shall be enjoined from doing any act or making any statement to the minor children of the parties calculated to alienate the affection of the child or children from the opposite party. Both parties shall be further enjoined from revealing the content of a journal maintained by the wife to the children. Both parties are enjoined from further discussing with the children the testimony in the divorce hearing or from discussing with the children the testimony of each particular child during the divorce hearing.

It is further ORDERED, ADJUDGED and DECREED that counsel for both parties should be paid certain fees commensurate with the time and effort that the respective counsel have devoted to this case. Specifically, Mr. Stephen

Pate, attorney for the wife, is awarded a fee of $2,106.50. Of this fee, $750.00 is to be paid by the husband, and the balance is to be paid by the wife. A lien for Mr. Pate's fee is imposed against the homeplace of the parties, with the wife's portion of the fee chargeable to her from the disbursements of the home sale, and the husband's portion of the fee chargeable to him from the disbursement of the home sale. Jack Norman, Jr., attorney for the husband, is awarded a balance of his fee in the amount of $1,000.00, which will be the responsibility of the husband. A lien is imposed against the husband's interest in the homeplace of the parties in favor of Jack Norman, Jr. to secure the payment of said fee.

It is further ORDERED, ADJUDGED and DECREED that the husband shall pay the costs of this cause, all for which execution may issue, if necessary.

Enter this 6th day of Sept., 1985.

JUDGE

APPROVED FOR ENTRY:

Jack Norman, Jr.
Attorney for Cross-Plaintiff

Stephen W. Pate
Attorney for Cross-Defendant

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IDENTIFICATION REFERENCE

Oct 24 11 08 AM '85

FELIX ZANDER REGISTER
DAVIDSON COUNTY, TN

BOOK 6690 PAGE 979

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* sixth *day of* September, *19*85, *in Case Number* 85D-520 *between* KAY H. STEPHENS, *Plaintiff, and* JAMES W. STEPHENS, *Defendant, as same remains of record in Book* 147A, *Page* 773 *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* 24th *day of* October *in the year one thousand nine hundred and* eighty-five *and in the* two hundred tenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By V.L. Rowland *D.C.*

Form #GR-117