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ILLONA G. LEEPER)
) IN THE FOURTH CIRCUIT
vs. NO. 85D-1518) COURT OF DAVIDSON
) COUNTY, TENNESSEE
GARY WAYNE LEEPER)

K Langford

FINAL DECREE

BOOK 6775 PAGE 595

This cause came on the be heard on the 27th day of August, 1985, upon an original Complaint for Absolute Divorce filed by the plaintiff, Illona G. Leeper; personal service had upon the defendant, Gary Wayne Leeper; Answer and Counterclaim filed with Answer thereto; the testimony of the parties and the testimony of witnesses for the plaintiff heard in open court; argument of counsel and the entire record herein. From all of which the Court is of the opinion, as stated in the Memorandum filed by the Court on September 9, 1985, and finds as follows:

(1.) The allegations of Illona G. Leeper have been fully sustained by the proof; that is, that the defendant, Gary Wayne Leeper, has been guilty of such cruel and inhuman treatment as renders further cohabitation unsafe and improper for her to remain under his dominion and control; the Counterclaim of the defendant is without merit and is hereby dismissed;

(2.) It is to the best interest and welfare of the minor children, to wit, Gina Kaye Leeper and Van William Leeper, that their custody be awarded to complainant, Illona G. Leeper, with reasonable visitation privileges reserved for the defendant and natural father;

(3.) The defendant shall pay to complainant the sum of Five Hundred Dollars ($500.00) per month for the support of the two minor children; and shall furnish hospitialization and medical insurance for the children; each party shall pay one-half the medical expenses not covered by said insurance and one-half of any deductible required. The wife shall pay ordinary dental expenses for the children, however, if orthodontal treatment is

necessary, each shall pay one-half of said expense. Each party shall bear one-half of the children's private school tuition not to exceed the present private schools required tuition which may fluctuate from year to year.

(4.) Insofar as a division of the marital estate is concerned, the Court makes the following division:

The wife, Illona G. Leeper, shall receive the following:

1. The homeplace at 3217 Dinah Court, Nashville Davidson County, Tennessee.

2. The rental property at 2708 McKeigh, Nashville Davidson County, Tennessee.

3. The rental property at 2206 Larimor, Nashville, Davidson County, Tennessee.

4. The furniture and furnishings of the parties located at 3217 Dinah Court, Nashville, Tennessee, with exception of those items awarded to the husband.

5. The automobile now in wife's possession, all jewelry in her possession, and the C.D. now in per possession.

The husband shall receive the following:

1. The 426 Springview Drive, Nashville, Davidson County, Tennessee, rental property.

2. The 285-7 McGavock duplex property.

3. The 1626 Citation, Nashville, Tennessee, rental property.

4. The Lawrence farm.

5. The Leeper farm.

6. The Jones farm.

7. All tire equipment and tools.

8. The 1977 Chevrolet pickup truck, 1968 Dodge, 1929 antique car proceeds, the three wheeler, camper, front end loader, boat motor and trailer, fishing equipment, and all farm equipment.

9. The tire business operated by defendant.

10. The defendant shall have the icebox antique item and the spare bed as testified to.

The above properties shall be held subject to any mortgages or liens thereon to be paid by the party receiving said

property.

(5.) The accounts at NES and joint with the children shall remain property of the parties as co-trustees requiring both signatures to disburse funds for the benefit of the children.

(6.) The defendant shall pay to complainant One Hundred and Fifty Dollars ($150.00) per month rehabilitative alimony for three (3) years from the date of the entry of the final decree.

(7.) The solicitor for complainant is awarded a fee in the amount of Six Thousand Dollars ($6,000.00), one-half of which is assessed against the defendant as alimony, the balance to be paid by complainant.

(8.) The defendant shall pay the cost of this cause."

It is therefore ORDERED, ADJUDGED and DECREED by this Court that the plaintiff be and she hereby is awarded a divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by this Court that the counter-complaint of the defendant be and the same hereby is dismissed.

It is further ORDERED, ADJUDGED and DECREED by this Court that the custody of the minor children of the parties, Gina Kaye Leeper and Van William Leeper, be and the same hereby is awarded to the plaintiff, Illona G. Leeper, with reasonable visitation privileges reserved for the defendant Gary Wayne Leeper, and he hereby is ordered to pay to plaintiff the sum of Five Hundred ($500.00) Dollars per month for the support of the two minor children, to furnish hospitalization and medical insurance for said minor children, to pay one-half of all medical expenses not covered by said insurance, and one-half of all deductible

required by said insurance, one-half of any orthodontal treatment, if necessary, for said minor children and one-half of the minor children's private school tuition not to exceed the present private school's required tuition which may fluctuate from year to year. The plaintiff shall pay the one-half of medical expenses and deductible not covered by said insurance, ordinary dental expenses for said children, one-half of all orthodontal treatment, if necessary, for said monor children and one-half of the children's private school tuition.

It if further ORDERED, ADJUDGED and DECREED by this Court that the marital estate of the parties be and the same hereby is divided as follows:

The plaintiff, Illona G. Leeper, be and she hereby is awarded sole possession, ownership and interest in and to the following items of property, title to the same to be divested out of the defendant Gary Wayne Leeper and vested solely in the plaintiff Illona G. Leeper:

1. The homeplace at 3217 Dinah Court, Nashville Davidson County, Tennessee;

2. The rental property at 2708 McKeigh, Nashville Davidson County, Tennessee;

3. The rental property at 2206 Larimor, Nashville, Davidson County, Tennessee;

4. The furniture and furnishings of the parties located at 3217 Dinah Court, Nashville, Tennessee, with exception of those two items awarded to the defendant hereinafter;

5. The automobile now in her possession, all jewelry in her possession, and the C.D. now in her possession.

The defendant, Gary Wayne Leeper, be and he hereby is awarded sole possession, ownership and interest in and to the following items of property, title to the same to be divested out of the plaintiff, Illona G. Leeper, and vested solely in the defendant, Gary Wayne Leeper:

1. The 426 Springview Drive, Nashville, Davidson County, Tennessee, rental property;

2. The 285-7 McGavock duplex property;

3. The 1626 Citation, Nashville, Tennessee, rental property;

4. The Lawrence farm;

5. The Leeper farm;

6. The Jones farm;

7. All tire equipment and tools;

8. The 1977 Chevrolet pickup truck, 1968 Dodge, 1929 antique car proceeds, the three wheeler, camper, front end loader, boat motor and trailer, fishing equipment, and all farm equipment;

9. The tire business operated by defendant;

10. The defendant shall have the icebox antique item and the spare bed as testified to.

All property to be held subject to any mortgages of liens thereon to be paid by the party receiving said property.

It is further ORDERED, ADJUDGED and DECREED by this Court that the accounts at NES and joint with the children be and the same hereby are to be held by the parties as co-trustees requiring both signatures to disburse funds for the benefit of the said minor children.

It is further ORDERED, ADJUDGED and DECREED by this Court that the defendant be and he hereby is ordered to pay to plaintiff the sum of One Hundred Fifty Dollars ($150.0) per month rehabilitative alimony for three (3) years from the date of the entry of this final decree.

It is further ORDERED, ADJUDGED and DECREED by this Court that Nancy K. Corley, attorney for the plaintiff, be and she hereby is awarded an attorney's fee in the amount of Six Thousand ($6,000.00) Dollars, one-half of which is hereby assessed against the defendant as alimony with the balance to be paid by the plaintiff.

It if further ORDERED, ADJUDGED and DECREED by this Court that the defendant be and he hereby is ordered to pay all of the court costs of this cause.

For all of which execution may enter, if necessary.

Entered this 25th day of September, 1985.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Nancy K. Corley, Attorney
for Illona G. Leeper

501 Union Building
P. O. Box 2707
Nashville, TN 37219
(615)244-6670

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Edward M. Yarbrough, attorney for defendant Gary Wayne Leeper at his office address 8th floor Third National Bank Building this 19th day of September, 1985.

Nancy K. Corley

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IDENTIFICATION REFERENCE

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This is to certify that the foregoing is a true copy of the original Instrument filed in my office this 2nd day of October, 85

GEORGE L. ROBERTS, Clerk

By U. Laam
Deputy Clerk