Map 144-4-Par. 112

44A | 498

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

6 8 1 2 8

BOOK 7656 PAGE 838

Laulock

MARIE BLACK RANDOLPH,

Plaintiff,

v.

LARRY GALE RANDOLPH,

Defendant.

IDENTIFICATION REFERENCE

SEP 20 2 44 PM '88

No. 88D-2414

9876 09/20 0101 03CHECK 18.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on Tuesday, September 6, 1988, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, on the Complaint for Divorce, personal service of the Defendant, a default judgment heretofore entered on August 29, 1988, testimony of the Plaintiff corroborated by the testimony of two witnesses and the record as a whole, from all of which it appears to the Court and the Court finds as follows:

1. The Plaintiff is entitled to an absolute divorce on the grounds that the Defendant is guilty of such cruel and inhuman treatment or conduct toward the Plaintiff as to render co-habitation unsafe and improper.

2. The Plaintiff's address is 2617 Edge-O-Lake Drive, Nashville, Tennessee 37217. The Defendant's address is 630 Bell Road, Preakness Apartments, Apt. 268, Antioch, Tennessee 37013.

3. It is in the best interest of the parties' minor children, Shane Patrick and Robert Andrew, to be in the custody of the Plaintiff, Marie Black Randolph, as said Custodian is a fit and proper person to have custody of said children. The Defendant shall be entitled to reasonable visitation with the children pending further orders of the Court for more specific visitation.

4. The Defendant is presently making approximately $10,000.00 to $12,000.00 per year as a self-employed computer engineer, however, the Defendant has the ability to earn much more income than that as he was making approximately $25,000.00 at the time of the marriage of the parties in 1981 but immediately began working less even though he had the ability to work and provide for the family. The children need and the Defendant has the ability to pay support to the custodial parent in the amount of Five Hundred ($500.00) Dollars per month for the support of the parties' minor children. The first

payment is due on October 1, 1988 and each following payment is due on the first day of the month thereafter. Unless specifically ordered by the Court, such support shall not be reduced or prorated.

The Plaintiff shall maintain the children on her group insurance policy at Baptist Hospital, Inc., where she is presently employed, and the Defendant shall pay all medical and dental expenses not covered by the policy.

5. The Defendant shall maintain a $50,000.00 life insurance policy, No. R5 082 511, through Pruco Life Insurance Company on his life in full force and effect with the Plaintiff as the owner and irrevocable beneficiary for the benefit of the minor children until they are legally emancipated in accordance with law.

6. The Court specifically finds that all property is marital property subject to equitable division by the Court as follows:

A. The Plaintiff is awarded the parties' home at 2617 Edge-O-Lake Drive and shall assume and pay all indebtedness on said home.

B. The Defendant is awarded all right, title and interest to the business, Data Communications, Inc., and shall assume and hold Plaintiff harmless from any debt thereon including any liability to the Internal Revenue Service or other taxing authorities incurred as a result of the operation of Data Communications, Inc. The Defendant shall further assume and pay the Sears and Penney's credit card debts, if any, and hold the Plaintiff harmless therefrom.

C. The parties have heretofore divided most of their personal property and neither is entitled to make any claim upon the personal property in possession of the other except that the Defendant is awarded the personal property set forth on **Exhibit A** which is presently in the Plaintiff's possession. The Defendant is also awarded the 1984 Silverado Chevrolet and shall assume any indebtedness thereon, and the Plaintiff is awarded the 1986 Chevrolet Celebrity and shall assume the indebtedness thereon.

It is, therefore, ORDERED, ADJUDGED AND DECREED that:

1. The Plaintiff, Marie Black Randolph, is hereby awarded an absolute decree of divorce from the Defendant, Larry Gale Randolph,

and the parties are restored to all the rights and privileges of unmarried persons.

2. The Plaintiff, Marie Black Randolph, is awarded the parties' real property at 2617 Edge-O-Lake Drive, Nashville, Davidson County, Tennessee, more formally known as:

> The same property transferred to Larry Gale Randolph and Marie B. Randolph by Almo Loftin and wife, Oline Sue Loftin, in Book 5817, Page 201, of the Register's Office of Davidson County, Tennessee, to which reference is made for a more complete legal description.

All the right, title and interest in the Defendant is divested out of the Defendant and vested in the Plaintiff as a distribution of the marital property. Plaintiff shall pay as due the notes secured by the Deeds of Trust on the real property at 2617 Edge-O-Lake Drive.

3. The Defendant is awarded all right, title and interest to the business, Data Communications, Inc., and shall assume and hold Plaintiff harmless from any debt thereon including any liability to the Internal Revenue Service or other taxing authorities incurred as a result of the operation of Data Communications, Inc. All the right, title and interest of the Plaintiff in Data Communications, Inc. is divested out of the Plaintiff and vested in the Defendant as a distribution of marital property.

4. The parties have heretofore divided most of their personal property and neither is to make any claim upon the personal property in possession of the other except that the Defendant shall be entitled to those items listed on **Exhibit A** as a distribution of marital property.

5. The Plaintiff is awarded the 1986 Chevrolet Celebrity and shall assume and pay the debt on said property. All right, title and interest of the Defendant in the 1986 Chevrolet Celebrity is divested out of the Defendant and in the Plaintiff. The Defendant is awarded the 1984 Silverado Chevrolet and shall assume and pay any debt thereon as a distribution of the marital property. All right, title and interest of the Plaintiff in the 1984 Silverado Chevrolet is divested out of the Plaintiff and in the Defendant.

6. The Defendant shall pay the Penney's and Sears charge card debt, if any, and hold the Plaintiff harmless therefrom.

7. Each party shall sign any bills of sale, documents, certificates of title or other papers necessary to transfer ownership in the property as ordered by the Court.

8. The Plaintiff, Marie Black Randolph, is awarded the custody of the minor children born of this marriage, namely Shane Patrick Randolph and Robert Andrew Randolph. The Defendant shall be entitled to reasonable visitation with the children pending further orders of the Court for more specific visitation. The Defendant shall pay the Plaintiff the sum of Five Hundred ($500.00) Dollars for the support of the parties' minor children on the first day of each month with the first payment being made on October 1, 1988.

9. The Defendant shall maintain in full force and effect a $50,000.00 life insurance policy on his life, No. R5 082 511, through Pruco Life Insurance Company with the Plaintiff as owner and irrevocable beneficiary for the benefit of the minor children until the legal emancipation of both children in accordance with law.

10. The Plaintiff shall maintain the children on her group insurance policy at Baptist Hospital where she is presently employed and the Defendant shall pay all dental and medical bills for the minor children not covered by the insurance.

11. The temporary injunction restraining and prohibiting the Defendant from coming about the Plaintiff for the purpose of harassing, physically or mentally abusing the Plaintiff is hereby made permanent.

12. This cause is retained in this Court for issuance of such further orders as may be necessary.

With entry of this decree Brenda Measells Dowdle, attorney for the Plaintiff, is relieved from any further responsibility as counsel of record. The costs in this cause are assessed against the Defendant, for which execution may issue, if necessary.

Entered this the 13 day of Sept, 1988.

JUDGE

APPROVED FOR ENTRY:

Brenda Measells Dowdle

Mail

Brenda Measells Dowdle, BPR 7060
213 Fifth Avenue, North
Nashville, TN 37219
(615) 259-9344
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed, postage prepaid and by certified mail, to Mr. Larry Gale Randolph, 630 Bell Road, Preakness Apartments, Apt. 268, Antioch, Tennessee 37013, on this 8th day of Sept, 1988.

Brenda Measells Dowdle

EXHIBIT A

PROPERTY AWARDED TO DEFENDANT

4 chairs

2 lamps in den

2 tables in den

desk in den

bookcases

stereo

coat rack

Shane's bedroom suite

pictures

tools in the basement

kitchen table

refrigerator in the basement

stove in the basement

personal belongings and effects

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* PROBATE *Circuit Court for Davidson County, Tennessee, on the* 6th *day of* September, *19* 88, *in Case Number* 88D-2414 *between* MARIE BLACK RANDOLPH *Plaintiff, and* LARRY GALE RANDOLPH *Defendant, as same remains of record in Book* 44A, *Page* 498 *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* 20 *day of* September *in the year one thousand nine hundred and* Eighty-Eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Washburn *D.C.*

Form #GR-117