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Parcel 102

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1989 APR 17 AM 11:03

GEORGE L. ROGERS, CLERK

CAROLYN E. GREENWOOD,

Plaintiff,

v.

JIMMY RAY GREENWOOD, SR.,

Defendant.

CASE NO. 88D-2207

BOOK 7835 PAGE 943

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 4th day of April, 1989, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the amended complaint for absolute divorce heretofore filed by the plaintiff, Carolyn E. Greenwood (hereinafter referred to as "wife"), the counter-complaint of the defendant, Jimmy Ray Greenwood, Sr. (hereinafter referred to as "husband"), having been dismissed and stricken from the record upon the motion of wife because said counter-complaint was not verified as required by T.C.A. § 36-4-107, the answer of the husband, the testimony of the parties and their witnesses in open court, the deposition filed with the court, exhibits tendered to the court as evidence, the statement of counsel for the parties, and the record as a whole, from all of which it appears from the court and the court finds as follows:

1. The wife is entitled to an absolute divorce on the grounds that the husband is guilty of such cruel and inhuman treatment or conduct towards wife as to render cohabitation unsafe and improper as contemplated by T.C.A. § 36-4-102(1).

2. The following items are the separate property of the wife and should be awarded to her: Cherry bedroom suite, Queen Anne chair, Cherry end tables, and mattress/box springs.

3. The following item is the separate property of the husband and should be awarded to him: 10.05 acre lot in Jackson County, Tennessee.

4. The following items are marital property and should be awarded to wife: washer, dryer, small freezer, iron, ironing board, household pictures, lamps, microwave oven, living room light fixtures, living room mirror, mattress/box springs, sewing machine, bedroom linens, oak table and chairs, 1988 Pontiac Grand Am, gas grill, desk, curtains, patio glider and stack chairs, patio table and four chairs, one lawn mower, one weed eater, house and lot at 101 Rader Drive, Antioch, Tennessee, wife shall remain

beneficiary of the life insurance policy husband has with the Metropolitan Fire Department, and any other household furnishings not specifically awarded to husband.

5. The following items are marital property and should be awarded to husband: Cherry dining room suite, Curtis Mathis television, bedroom suite (modern), refrigerator, stereo with four speakers, sofa and chair, oak end table, recliner, guns, lawn equipment (except as awarded as to wife), 1986 Coachman motor home, 1988 Chevrolet truck, 1979 Chevrolet truck, husband's pension with Metropolitan-Nashville Fire Department, Greenwood Lawn Service, the cash value life insurance policy, and the New York Life Insurance policy.

6. In dividing the marital property, the court found, pursuant to T.C.A. § 36-4-121(c), that this a marriage of twenty-five (25) years, that the husband has a greater ability for the acquisition of capital assets, and, that the wife is currently unemployed, along with the other factors contained in said statute.

7. The wife's needs and the husband has the ability to earn income to the extent that the husband is capable and able to pay alimony to the wife in the amount of Five Hundred Dollars ($500) per month until such time as the wife dies or remarries or until the death of husband, whichever shall occur first as alimony in futuro. Further, as alimony husband shall pay the indebtedness upon the wife's 1988 Pontiac Grand Am and shall hold wife harmless thereon. This is justified because the court found, pursuant to the provisions of T.C.A. § 36-5-101, that this is a marriage in excess of twenty-five (25) years, the wife is unemployed, the husband has a greater relative earning capacity, and, the standard of living enjoyed by the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED as follows:

1. Wife, Carolyn E. Greenwood, is hereby awarded an absolute divorce from husband, Jimmy Ray Greenwood, Sr., and the parties are restored to all the rights and privileges of unmarried persons.

2. The parties' real property located at 101 Rader Drive, Antioch, Tennessee, more formally known as:

> **LAND** in Davidson County, Tennessee, being Lot No. 851 on the Plan of Cherokee Hills, Section VIII, as of record in Book 3700, page 154, Register's Office for Davidson County, Tennessee, to which plan references is hereby made for a more complete and accurate legal description.

BEING the same property conveyed to George Anthony Hunt and wife, Patricia Ann Hunt, by deed from R. R. Harris, Trustee, of record in Book 4448, page 12, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Jimmy Ray Greenwood and wife, Carolyn E. Greenwood, by deed from George Anthony Hunt and wife, Patricia Ann Hunt, of record in Book 5181, page 826, Register's Office for Davidson County, Tennessee.

3. All right, title, and interest in husband that husband may have in said property is hereby divested out of husband and is vested into wife. Husband shall retain a lien on the aforementioned property in the amount of Ten Thousand Dollars ($10,000) and said money shall be paid to husband upon the sale of said property or upon the remarriage of wife, whichever shall occur first. Wife shall be responsible for the mortgage upon said home and shall hold husband harmless thereon.

4. The parties' real property located in Camden, Benton County, Tennessee, is awarded to husband. All right, title, and interest in the wife is hereby divested out of wife and vested in the husband. Wife shall execute a quitclaim deed to said property in favor of husband upon submission of same to wife by husband.

5. Wife is awarded the following as her separate property: Cherry bedroom suite, Queen Anne chair, Cherry end tables, and mattress/box springs.

6. Husband is awarded the following as his separate property: 10.05 acre lot, Jackson, Tennessee.

7. Wife is awarded the following items as distribution of the marital property: washer, dryer, small freezer, iron, ironing board, pictures, lamps, microwave oven, living room light fixtures, living room mirror, mattress/box springs (old), sewing machine, bedroom linens, oak tables and chairs, 1988 Pontiac Grand Am automobile, gas grill, desk, curtains, patio glider and stack chairs, patio table and four chairs, one lawn mower, one weed eater, along with any other item of personal property not specifically awarded to husband.

8. Husband is awarded the following items as distribution of the marital property: Cherry dining room suite, Curtis Mathis television, bedroom suite (modern), refrigerator, stereo with four speakers, sofa, chair, oak end table, recliner, guns, lawn equipment (except as awarded to wife), 1986 Coachman motor home, 1988 Chevrolet truck, 1979 Chevrolet truck, husband's pension with Metropolitan Fire Department, the business known as Greenwood Lawn Service, the cash value life insurance policy, and the New York Life

Insurance policy.

9. Wife shall remain the beneficiary on the husband's life insurance policy currently in effect upon his life through husband's employer.

10. Husband shall pay whatever sum is necessary to maintain wife on husband's medical insurance policy for a period of six (6) months from the entry of this order.

11. Husband shall pay directly to wife the sum of Five Hundred Dollars ($500) per month as alimony in futuro until the death or remarriage of wife or until the death of husband.

12. As alimony, husband shall pay the indebtedness on wife's 1988 Pontiac Grand Am and shall hold wife harmless thereon.

13. Husband shall pay the indebtedness on the 1988 Chevrolet truck, 1979 Chevrolet truck, and the 1986 Coachman motor home and shall hold the wife harmless thereon.

14. Husband shall pay to Nathaniel H. Koenig, solicitor for wife, the sum of Two Thousand Five Hundred Dollars ($2,500) as reasonable attorney's fees, same being a judgment for which execution may issue, if necessary.

15. All costs in this cause are assessed against husband for which execution may issue, if necessary.

ENTERED this 17th day of April, 1989.

MURIEL ROBINSON, JUDGE

SUBMITTED FOR ENTRY:

NATHANIEL H. KOENIG
Rothschild & Associates
500 Church Street, Second Floor
Nashville, Tennessee 37219
(615) 242-3996
Supreme Court No. 10252

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded by first-class mail, postage prepaid, to Richard Norman, Jr., Esquire, 4220 Nolensville Road, Nashville, Tennessee 37211, on this 10th day of April, 1989.

NATHANIEL H. KOENIG

311137

May 8 12 04 PM '89

BOOK 7835 PAGE 947

Mail
Carolyn
Greenwood
101 Rocky Dr
Antioch Tenn
37013

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* 17th *day of* April, *19*89, *in Case Number* 88D-2207 *between* Carolyn E. Greenwood *Plaintiff, and* Jimmy Ray GreenWood Sr *Defendant, as same remains of record in Book* 177B, *Page* 296 *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* 8th *day of* May *in the year one thousand nine hundred and* 89 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Dyer *D.C.*

Form #GR-117