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BOOK 7907 PAGE 272

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

E. TEWANNA DOUGLAS	)	
Plaintiff,	)	
vs.	)	No. 88D-4522
DARYL THOMAS DOUGLAS, SR.,	)	Map # 50-11 Book # 7412
Defendant.	)	Parcel 83 Page 007

FINAL DECREE

This cause came on to be heard on the 29th day of March, 1989, before the Honorable James R. Everett, Judge for the Probate Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the Order of Default Judgment against the defendant, he having failed to answer the complaint herein; upon hearing statements of counsel for the plaintiff, statements of plaintiff, the corroborating witnesses and the entire record as a whole, from all of which it appears to the Court that this matter was set for hearing and that the defendant failed to appear at the hearing and that the defendant has been guilty of adultery towards the plaintiff that has not been condoned, as provided for by Tennessee Code Annotated.

It is therefore, **ORDERED, ADJUDGED** and **DECREED** that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the plaintiff, E. Tewanna Douglas, shall be granted a divorce from the defendant and restored to all the rights and privileges of an unmarried person. The Court further finds that the address of the plaintiff is 3761 Brickmont Drive, Nashville, Davidson County, Tennessee 37207; and that the defendant's last known address is 6001 Old Hickory Boulevard, Apt. #268, Hermitage, Tennessee 37076.

It is further **ORDERED, ADJUDGED** and **DECREED** that the plaintiff shall be awarded all right, title and interest in

and to the real property had by the defendant located at 3761 Brickmont Drive, Nashville, Davidson County, Tennessee. Furthermore, defendant is hereby divested of any and all right, title or interest in or to said real property and shall execute any deeds or papers necessary to effectuate the transfer of said title and interest to the plaintiff within a reasonable time after requested to do same. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 125 on the Plan of Village by the Creek, Section 7, of record in Book 6250, Page 439, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Daryl T. Douglas and wife, E. Tewanna Douglas, and Dennis T. Rosenhagen and wife, Sharon L. Rosenhagen, by deed from Thomas V. White and wife, Sandra M. White, of record in Book 7412 Page 7, Register's Office for Davidson County, Tennessee.
>
> Subject to restrictions of record in Book 6658, Page 292, and all matters shown on the Plan of Record.
>
> Pursuant to Terms and conditions of a shared equity agreement attached to the Deed of Trust and made an Exhibit thereto.

It is **ORDERED, ADJUDGED** and **DECREED** that the parties joint income tax returns for the years 1986 and 1987 shall be applied to the outstanding indebtedness owed on the second mortgage on the homeplace to Dennis T. Rosenhagen and wife, Sharon L. Rosenhagen. Whereas, the plaintiff shall apply her 1988 tax return to the remaining indebtedness on the second mortgage, the defendant shall be held solely responsible for the remaining balance and hold the plaintiff harmless therefrom, said second mortgage to be paid in full by the defendant prior to December, 1989.

It is **ORDERED** that the debt owed to AVCO Financial Services shall be the sole responsibility of the defendant and the plaintiff shall be held harmless. Further, the defendant shall indemnify plaintiff for two payments on said debt in the amount of Two Hundred Fifty Dollars ($250.00) for

which she is granted a judgment against the defendant and for which execution may issue, if necessary.

It is **ORDERED** that the plaintiff shall be awarded the primary care, custody and control for the parties minor children. That the defendant shall pay child support in the amount of One Hundred Twenty Five Dollars ($125.00) per week to be paid through wage assignment with the Clerk's 5% commission for a total of One Hundred Thirty One and 25/100 Dollars ($131.25) per week to begin April 1, 1989. Unless specifically ordered by the Court, this amount shall not be reduced or prorated. That the defendant shall maintain major medical insurance on the parties minor children and shall be responsible for all payment and expenses not covered by said insurance. Medical bills shall be submitted to his insurance company within thirty days (30) of receipt of said bill or the defendant will be subject to punishment for contempt of this Court.

It is further **ORDERED**, that the plaintiff be, and hereby is, awarded a judgment against the defendant in the amount of Two Hundred Fifty Dollars ($250.00) which represents an arrearage in child support payments which have accrued since the entry of the pendente lite order in this cause for which execution may issue, if necessary.

It is **ORDERED** that the defendant shall have reasonable visitation with his minor children while in the home of the plaintiff with 24 hour notice of said visitation to the plaintiff.

It appearing to the Court that the defendant, Daryl Thomas Douglas, Sr., Social Security Number [redacted]-9550, is gainfully employed by Sky Chef, 815 Hanger Lane, Nashville, Tennessee 37217.

It is **ORDERED, ADJUDGED** and **DECREED** by the Court that

said employer and all subsequent employers of Daryl Thomas Douglas, Sr., shall make deductions monthly from Daryl Thomas Douglas, Sr.'s, wages, salary or other income in the amount of One Hundred Twenty-Five Dollars per week as regular child support payments, plus the clerk's fee of five percent (5%) ($6.25) for a total weekly payment of One Hundred Thirty One and 25/100 Dollars ($131.25). Payments shall be made to the Clerk of the Circuit Court, 506 Metropolitan Courthouse, Nashville, Tennessee 37201; and that the Clerk shall disburse said payments to plaintiff.

It is further **ORDERED** that this assignment shall not be used as a basis for discharge or disciplinary action against the defendant; that failure to comply with this Order will result in a judgment being entered against said employer as set out in Tennessee Code Annotated Section 26-2-209, and as provided by law, this Order is binding upon said employer and all successive employers fifteen (15) days after mailing and until further Orders of this Court.

It is further **ORDERED** that the defendant shall inform the Court of the names and addresses of any new employers within thirty (30) days after such a change. Further, the defendant shall inform the Court of any change in his personal residence within thirty (30) days after such a change.

It is further **ORDERED** that the plaintiff shall be awarded all the personal property currently in her possession and the defendant shall be divested of any interest he may have in such property.

It is **ORDERED, ADJUDGED** and **DECREED** that the outstanding medical bills owed by the parties (including but not limited to Dr. Larry Gurly and Baptist Hospital) shall be submitted to the defendant's insurance carrier within thirty (30) days

of this Order or the defendant shall be found in contempt of this Court and punished accordingly. Further, should the defendant shall fail to submit insurance bills to the insurance company within thirty (30) days, he will be subject to punishment for contempt and held solely responsible for said bills.

It is **ORDERED** that the plaintiff is granted a judgment for Four Hundred Dollars ($400.00) representing monies withdraw from the joint account by the defendant and owing to plaintiff's employer. The judgment is awarded for which execution may issue, if necessary.

It is **ORDERED** that the defendant shall be held responsible for an outstanding electric bill to Nashville Electric Service in the amount of Thirty Dollars ($30.00) and the plaintiff shall be held harmless.

It is **ORDERED, ADJUDGED** and **DECREED** that counsel for the plaintiff, Vickie Corbitt, shall be awarded attorney fees in the amount of Two Hundred Fifty Dollars ($250.00) from the defendant.

It is further **ORDERED, ADJUDGED** and **DECREED** that the costs of this cause shall be taxed to the defendant, Daryl T. Douglas, Sr., for which execution may issue, if necessary.

It is finally **ORDERED, ADJUDGED** and **DECREED** that execution may issue to enforce any and all of the provisions of this Decree.

ENTER this the 6 day of April, 1989.

HONORABLE JAMES R. EVERETT, JR.

Respectfully submitted,

THE LAW OFFICE OF
GEORGE H. THOMPSON, III

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Vickie Corbitt

Vickie Corbitt
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Supreme Court No. 11429

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been mailed, postage paid, to Mr. Daryl T. Douglas, Sr., 6001 Old Hickory Boulevard, Apt. #268, Hermitage, Tennessee 37076 on this the 4th day of ~~March~~ April 1989.

Vickie Corbitt
Vickie Corbitt

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* Sixth *day of* April, *19* 89, *in Case Number* 88D-4522 *between* E. Tewanna Douglas *Plaintiff, and* Daryl T. Douglas, Sr. *Defendant, as same remains of record in Book* 47B, *Page* 1172 *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* 27th *day of* July *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings *D.C.*

Form #GR-117