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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CAROL SUE SHARPE,
Complainant/Counter-Defendant,

vs.

LOYD G. SHARPE, JR.,
Defendant/Counter-Complainant.

No. 88D-1697

MAP-67
Par-106 ML

FINAL DECREE OF DIVORCE

This cause came on to be heard of the 5th day of September, 1989 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon Wife's Complaint for Absolute Divorce; Answer and Counter-Complaint of Husband; Wife's Answer to Counter-Complaint; Husband's oral amendment admitting cruel and inhuman treatment; testimony of the parties and witnesses; exhibits; statements of counsel for each party; and the entire record in this cause. From all of which the Court finds that the Defendant Husband is guilty of cruel and inhuman treatment toward the Complainant Wife and is further guilty of adultery and that the Complainant Wife should be awarded a divorce from the Defendant Husband on those grounds.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Complainant Wife, Carol Sue Sharpe, shall be and she is hereby awarded a divorce from the Defendant Husband, Loyd G. Sharpe, Jr., on the ground of cruel and inhuman treatment and on the ground of adultery and that both parties shall be restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Carol Sue Sharpe shall be and she is hereby awarded sole and exclusive custody of the parties' minor children, Leniecia Sharpe, Loyd G. Sharpe, III and Christopher Sharpe.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Loyd G. Sharpe, Jr. shall be and he is hereby awarded visitation privileges to include every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.; every Father's Day; every other Memorial Day, Easter, Labor Day and Fourth of July; each Thanksgiving Day from 2:00 p.m. until 8:00 p.m; one (1) week

each Christmas beginning at 1:00 p.m. Christmas Day; and Summer visitation to include all of the month of June.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Loyd G. Sharpe, Jr. shall and he will hereby pay to Carol Sue Sharpe the sum of EIGHTY-FIVE DOLLARS per week as child support, beginning Friday September 8, 1989, and that such child support shall be paid by Wage Assignment with the Father being responsible for the Clerk's commission of five per cent (5%), the total weekly payment thereby being in the amount of $89.25.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Loyd G. Sharpe shall continue to maintain medical, hospitalization and dental insurance on the minor children and shall be responsible for paying one-half ($\frac{1}{2}$) of any dental, orthodontic and eyecare expenses, including but not limited to eyeglasses and contact lenses, of the minor children which are not covered by insurance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Carol Sue Sharpe shall be and she is hereby responsible for payment of any other medical expenses of the minor children which are not covered by insurance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Loyd G. Sharpe, Jr. shall and he will hereby continue in full force and effect his existing life insurance through his employment and that he shall make the same payable to Carol Sue Sharpe as Trustee for the use and benefit of the parties' minor children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that during the Father's Summer visitation his child support payments shall be and they are hereby reduced to FIFTY DOLLARS ($50.00) per week to be paid by Wage Assignment, the amount of such weekly payments thereby being $52.50.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Carol Sue Sharpe shall be and she is hereby allowed to claim all three (3) minor children as deductions for Federal Income Tax purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Loyd G. Sharpe, Jr. shall and he will hereby be responsible for picking up and re-delivering the children for all visitation and that

otherwise he shall be permanently enjoined and restrained from going onto the property where wife's residence is situated and from threatening or physically abusing Carol Sue Sharpe and/or her family members.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Loyd G. Sharpe, Jr. shall be and he is hereby permanently enjoined and restrained from exposing the minor children to any unwholesome atmosphere of any kind during the exercise of his visitation privileges and that Loyd G. Sharpe, Jr. and his parents, Loyd G. Sharpe, Sr. and Mary Sharpe, shall be permanently enjoined and restrained from making any derogatory remarks to or in the presence of the parties' minor children about Carol Sue Sharpe and/or her family members and from engaging in any acts which are calculated or intended to alienate the said children from Carol Sue Sharpe and/or her family members.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Carol Sue Sharpe shall be awarded a judgment against Loyd G. Sharpe, Jr. in the amount of FOUR-HUNDRED NINETY-TWO AND 69/100 DOLLARS ($492.69) for damage caused to her automobile by Husband and for the cost of redeeming her jewelry which was pawned by him, such judgment to be paid in full within ninety (90) days.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Loyd G. Sharpe, Jr. shall be awarded all right, title and interest in the following items: whatever interest the parties may have in the 1985 Dodge pick up truck which Husband drives; all personal effects and household furnishings in Husband's possession; the balance of the bedroom suite in wife's possession which was a gift from Husband's parents; the First American Bank checking account in Husband's name; any retirement or pension benefits which Husband may have through his employment with the Metro government; and the frame house which is now situated on the 4.47 acres of land owned by the parties, with the Husband being responsible for removing the said house from that property within sixty (60) days.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Loyd G. Sharpe, Jr. shall be responsible for paying the following debts

and shall hold Wife harmless thereon: Husband's truck loan at Cheatham State Bank; the approximately $5,800.00 debt to Charles Larue arising out of the purchase of the frame house on the 4.47 acres of land; any outstanding bad checks on the parties' joint checking account; Karco; NES Energy Conservation Loan; Cosmopolitan Spa; Associates Financial Services; old light bill of approximately $231.00; Old Water Bill with Metro Water Department; Swayne's Hardware; Caudle Vet Clinic; Nashville Orthopedic-$379.21; Radiology Consultants-$22.00; Westside Hospital-$36.50; Dr. Regen, etc.-$55.00; C. S. Urological-$129.00; Vanderbilt Professional Practice Program-$53.63; Dr. Bernard-$150.00; Dr. Huffman-$12.00; Dr. Lee-$26.00: Dr. Duff-$12.00; Radiology Associates-$79.30; Middle Tennessee Anesthesiology-$135.25; and Baptist Hospital-$376.45.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Carol Sue Sharpe shall be awarded all right, title and interest in the following items: the 1976 60 x 12 Dawn mobile home; the 1988 Chevrolet Cavalier automobile driven by Wife; all personal effects and household furnishings in Wife's possession except for the remainder of the bedroom suite awarded to Husband; the Credit Union account in Wife's name at Alladin; the Third National Bank checking account in Wife's name; and any interest Wife may have in her retirement and/or pension plan at Alladin.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Carol Sue Sharpe shall be responsible for paying the following debts and shall hold Husband harmless thereon: her car loan at Alladin Credit Union; the Alladin Credit Union loan of approximately $200.00; the First American Bank loan on the Dawn mobile home of approximately $1,400.00; the loan with Ashland City Bank for the property down payment in the approximate amount of $600.00; Dr. Huffman $22.00; Dr. Hasty $7.60; Middle Tennessee Anesthesiology $71.10; Dr. Shields $155.00; Parthenon Pavillion $534.25; Westside Hospital $8.65; and Baptist Hospital $151.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Carol Sue Sharpe shall be awarded all right, title and interest in the approximately 4.47 acres of land owned by the parties, with

all interest in Loyd G. Sharpe, Jr. being divested out of him and being vested in Carol Sue Sharpe, the said property being more fully described as follows:

> Being Tract No. 11 of the Edie I. Bateman Farmer heir's lands, in the 13th Civil District, Davidson County, Tennessee, described according to an unrecorded survey by James & Moore Company, Inc., Dickson, Tennessee, March 31, 1975 as follows:
>
> Beginning at an iron pin on the southern margin of Old Hickory Boulevard, said iron pin being in the common corner of Tract 10 and Tract 11; thence south 36° 00' East 1163.76 feet to an iron pin located in the northwesterly boundary of the J. W. Stewart and R. W. Parker lands; thence North 42° 51' East 173.00 feet to an iron pin; thence North 36° 00' West 1130.31 feet along the common boundary between Tract No. 11 and Tract No. 12 to an iron pin in the southerly margin of Old Hickory Boulevard ; thence South 53° 59' West 170 feet along the southerly margin of Old Hickory Boulevard, to the point of beginning, said tract containing 4.47 acres, more or less.
>
> Being the same property conveyed to Loyd G. Sharpe, Jr. and wife, Carol S. Sharpe by Deed from William J. Gillentine and wife, Nyako Lee Gillentine, of record in Book 7160, at Page 657, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as Rt. 3, Old Hickory Blvd., Nashville, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Carol Sue Sharpe shall be awarded a judgment against Loyd G. Sharpe, Jr. in the amount of ONE-THOUSAND TWO-HUNDRED FIFTY DOLLARS ($1,250.00) for her reasonable attorneys' fees incurred in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all child support shall be payable in accordance with the provisions of TENN. CODE ANN. 34-1-101(b) and that unless specifically ordered by the Court all child support payments contained herein shall not be prorated or reduced.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all costs of this cause shall be assessed to the Defendant, Loyd G. Sharpe, Jr.

For all of which execution may issue if necessary.

The addresses of the parties are as follows:

1. Carol Sue Sharpe
   P. O. Box 17854
   Nashville, TN 37217

2. Loyd G. Sharpe, Jr.
Rt. 3, Bull Run Road
Ashland City, TN 37015

ENTER this 15th day of September, 1989.

MURIEL ROBINSON
JUDGE OF FOURTH CIRCUIT COURT

APPROVED FOR ENTRY:

JAMES R. TOMKINS
Attorney for Complainant Wife
JENNINGS & TOMKINS
Suite 2240 - L & C Tower
Nashville, TN 37219
(615) 244-0847
Reg. No. 11161

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FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.
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IDENTIF. TREFERENCE

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing FINAL DECREE OF DIVORCE has been forwarded to Mr. Ron Stone, Attorney for Defendant Husband, 211 Printer's Alley Building, Suite 502, Nashville, TN 37201 on this 11th day of September, 1989.

JAMES R. TOMKINS

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* 15th *day of* September, *1989, in Case Number* 88D-1697 *between* CAROL SUE SHARPE *Plaintiff, and* LOYD G. SHARPE, JR. *Defendant, as same remains of record in Book* 181A, *Page* 747 *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* 10th *day of* October *in the year one thousand nine hundred and* Eighty-Nine *and in the* 214th *year of American Independence.*

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GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*