IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

IDENTIFICATION REFERENCE

ANTONIA C.MINEO

Plaintiff

vs.

MARIO MINEO

Defendant

JUL 25 12 33 PM '90

FILED Z WILSON JR REGISTER DAVIDSON COUNTY

NO. 89D-2096

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FINAL DECREE OF DIVORCE

This cause came on to be heard on July 2, 1990, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Nashville, Davidson County, Tennessee, upon the request of the parties to allow the Wife to proceed under Tennessee Code Annotated Section 36-4-129 and upon the stipulation of the parties that the Wife would testify to facts that would support her accusation that the Husband has been guilty of inappropriate marital conduct during the parties' marriage. The Court further heard statement from counsel in regard to the parties' stipulation as to the distribution of the assets in the parties' marital estate and the various financial responsibilities that the Husband will owe to the Wife as a result of the dissolution of the parties' marriage.

After statement of counsel for both parties and after the Wife's sworn testimony that her Husband's conduct during the course of the marriage supported the finding that he was guilty of inappropriate marital conduct, the Court approved the following distribution of the assets in the parties' marital estate and all of the provisions for the dissolution of the parties' marriage as set forth below.

I.
REAL ESTATE

The Husband and Wife shall place the home on the market for immediate sale at a reasonable price as quickly as possible. The Husband will have the period of sixty (60) days from the entry of this Order to find substitute housing and to

vacate the parties' homeplace. During the first sixty (60) days from from the entry of this Order, the Husband will pay all of the mortgage expenses and utility expenses for the homeplace and all of the expenses previously paid by him prior to the hearing of July 2, 1990. The Wife will continue to pay for expenses she previously paid prior to the hearing of July 2, 1990. After sixty (60) days from the entry of this Order and for the period of time that the home is on the market for sale, the Husband will pay the mortgage expense of two hundred sixty two dollars ($262.00) per month for the first mortgage in favor of Real Estate Financing, Inc. in Montgomery, Alabama. The Wife will pay the two hundred dollars ($200.00) payment per month representing the second mortgage to First American National Bank for the personal line of credit, which is secured by the parties' home. In addition, the Husband and Wife will pay one-half of any and all maintenance expenses germane to the general upkeep and maintenance of the parties' home until the home is sold. In addition, the Husband and Wife will share equally all utility expenses of the homeplace until the parties' home is sold beginning sixty (60) days after July 2, 1990. The Wife will immediately submit all utility expenses to the Husband along with one-half of the expense for each utility bill and the Husband will in turn be responsible for paying the balance of each utility bill immediately upon the due date of each utility bill.

Upon the sale of the parties' home and after reasonable commissions and expenses are paid for the sale of the parties' home, the Husband and Wife will divide equally the remaining equity in the their home with the Husband paying out of his share of his equity interest in the home the sum of two thousand five hundred dollars ($2,500.00) to the Wife representing the Wife's interest in the Husband's retirement account. In addition, the Husband will pay to Michael W.

Binkley the sum of one thousand five hundred dollars ($1,500.00) representing a portion of Michael W. Binkley's attorney's fees for the representation of the Wife. A description of the house and lot located at 7404 Harness Drive in Nashville, Davidson County, Tennessee, is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 222 on the Plan of Cross Timbers, Section 4 as of record in Book 4715, page 54, Register's Office for said County.
>
> SAID Lot No. 222 fronts 77.80 feet along the easterly margin of Harness Drive and extends back 152.05 feet on the northeasterly line and 123.41 feet on the southeasterly line to a dead line in the rear, measuring 113.94 feet thereon.
>
> BEING the same property conveyed to Mario Mineo and wife, Antonia C. Mineo, by deed from Robert Simpson McDow, III and wife, Virginia M. McDow, of record in Book 4624, Page 63, Register's Office for Davidson County, Tennessee.
>
> THIS improved property known as 7404 Harness Drive, Nashville, Tennessee 37221.

II.
PERSONAL PROPERTY

A. HOUSEHOLD FURNITURE AND FURNISHINGS. The Husband shall receive as his sole and exclusive personal property the items of personal property listed and annexed to this Decree as exhibit "A".

B. MOTOR VEHICLES. The Husband shall have the sole and exclusive possession of the 1979 Oldsmobile Delta 88 free and clear of any interest the Wife may have therein. The Husband shall be responsible for any and all indebtedness remaining thereon, if any, and shall hold the Wife harmless from any default on the payment of any indebtedness remaining upon the 1979 Oldsmobile Delta 88. The Husband shall have the sole and exclusive possession of the 1971 Chevrolet Van free and clear of any interest the Wife may have therein. The Husband shall be responsible for any and all indebtedness remaining thereon, if any, and shall hold the Wife harmless from any default on

the payment of any indebtedness remaining upon the 1971 Chevrolet Van.

III.
INTANGIBLE PERSONAL PROPERTY

Except as hereinbelow provided, the Husband and Wife shall both maintain and keep in their respective possessions all intangible personal property owned by them individually, including all checking accounts, savings accounts, stocks, bonds, mutual funds, interest in pension and profit sharing plans and the like.

IV.
MAJOR MEDICAL AND HOSPITALIZATION

The Wife shall continue to be covered under the Husband's major medical and hospitalization insurance policy through his employer, Metropolitan Transit Authority, in Nashville, Davidson County, Tennessee. The Husband and Wife shall utilize the provisions of the Cobra Statue for a period of three (3) years to allow the Wife to be covered under the Husband's major medical and hospitalization insurance coverage with Metropolitan Transit Authority. The Husband will take whatever steps are necessary and prior to his retirement with the Metropolitan Transit Authority to immediately allow the Wife to be covered under the provisions of the COBRA Statute for a period of three (3) years from the entry of the Final Decree of Divorce. The Husband shall, however, take immediate steps to obtain the coverage for the Wife under the COBRA Statue. The Wife shall pay any premium due and owing for the major medical and hospitalization insurance coverage under the COBRA Act. After a period of three (3) years the Wife shall be responsible for the payment of her own major medical and hospitalization insurance.

V.
ALIMONY IN FUTURO

The Husband shall pay to the Wife the sum of three hundred twenty dollars ($320.00) per month as alimony in futuro

beginning in July 1990, with said alimony payments continuing each and every month thereafter until the Wife's death or remarriage. The Husband and Wife acknowledge that the periodic payment of the alimony in futuro shall be deemed a tax deduction by the Husband and a taxable event for the Wife for the purposes of computing their individual income tax return.

VI.
LIFE INSURANCE

The Husband shall keep in full force and effect his present life insurance policy on his life in the same amount as held by him as of July 2, 1990, naming the Wife as sole and irrevocable beneficiary thereon until his death.

VII.
ATTORNEY'S FEES

The Husband shall pay directly to Michael W. Binkley the sum of one thousand five hundred dollars ($1,500.00) as a portion of his attorney's fee upon the sale of the home as listed under the real estate section cited above. The total amount of attorney's fees to be paid by the Husband shall not exceed one thousand five hundred dollars ($1,500.00) as a portion of the Wife's attorney's fees.

The Court approves the proposed division of the parties' marital estate and the financial obligations as set out above and as agreed upon between the parties to this cause.

IT IS THEREFORE ORDERED that the Wife shall be awarded an Absolute Divorce from the Husband based upon the grounds of inappropriate marital conduct and the Wife is hereby restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED that the proposed division of the parties' marital estate and the financial obligations as stated above shall be and become a part of this Court's Order. The cost of this cause shall be paid by the Husband for which execution may issue if necessary.

IT IS SO ORDERED.

ENTER this 17 day of July 1990.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

MIKE W. BINKLEY, BPR 5930
Attorney for Plaintiff
174 Third Avenue, North
Nashville, Tennessee 37201
(615) 244-8630

mail

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Decree of Divorce has been furnished to Mr. Edward Yarbrough, Attorney for Defendant, 8th Floor, Third National Bank Building, 201 Fourth Avenue, North, Nashville, Tennessee 37219, this 12th day of July, 1990, by U.S. Mail.

MIKE W. BINKLEY

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* 17TH *day of* JULY, *19* 90, *in Case Number* 89D-2096 *between* ANTONIA C. MINEO *Plaintiff, and* MARIO MINEO *Defendant, as same remains of record in Book* 55C, *Page* 1657 *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* 25TH *day of* JULY *in the year one thousand nine hundred and* NINETY *and in the* 215 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Margaret Washburn *D.C.*