IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
1990 JUL 31 PM 2:36
GEORGE ROBERTS, CLERK
D.C.

JULIE FRANCES BEAZLEY,)
)
Plaintiff/Wife,)
)
vs.) DOCKET NO. 89D-1087
) NOTICE OF ENTRY REQUIRED
RAYMOND WYATT BEAZLEY,)
)
Defendant/Husband)

Map 142-9-B
Parcel 817

BOOK 8177 PAGE 773

FINAL DECREE OF DIVORCE

1263 08/17 0101 03CHECK 18.00

This cause came to be heard on the 16th day of July, 1990, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the original Plaintiff, Julie Frances Beazley, hereinafter referred to as "Wife", whose address is 675 Harding Place, Apartment A-10, Nashville, Tennessee, 37211, and the Answer filed by the original Defendant Raymond Wyatt Beazley, hereinafter referred to as "Husband", whose address is 817 General George Patton Road, Nashville, Tennessee 37221, and upon the Counter-Complaint of Husband and Answer of Wife.

Upon the stipulation of the parties that the appreciated value of the real estate was in the amount of Eighteen Thousand Five Hundred ($18,500.00) Dollars, upon the stipulation that the personal property of the parties had been previously divided with the exception of the wedding gifts of the parties, washing machine, dryer, and a boat, motor, and trailer, upon the stipulation of the parties that Mr. Beazley was entitled to a divorce on the grounds of adultery and the withdrawal of Wife's Complaint for divorce, and further upon the testimony of the witnesses and the exhibits entered in the cause, the Court finds as follows:

That under T.C.A. Section 36-4-129, Wife has stipulated and agreed that Husband should be awarded the divorce on the grounds of adultery; that Mrs. Beazley has contributed to the preservation of the real property and has further contributed as a mother and homemaker and has also worked so that Wife is

entitled to one-half of the appreciation in said real property in the amount of Nine Thousand Two Hundred Fifty ($9,250.00) Dollars, that the parties have made an equitable distribution of a majority of the marital property and that the Court should make further division of the items which have not been agreed upon. With regard to custody, the Court finds that although Wife has admitted her affair, the children were not exposed to same. In applying the Tender Years Doctrine, the Court finds that it is in the best interests of the parties' two minor girls that custody should be awarded to Wife for the nine month school year and to Husband during the summer months.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Husband be and is hereby awarded an absolute divorce from his Wife on grounds of adultery and is restored to all rights and privileges of an unmarried person.

It is, further **ORDERED, ADJUDGED AND DECREED** that the real estate located at 817 General George Patton Road, Nashville, Tennessee, 37221, being more particularly described as follows:

> Unit No. 817, together with the Carport designated No. 817-C, in River Plantation, Section Five, Phase One, a Condominium, a Horizontal Property Regime, located on General George Patton Road, Nashville, Davidson County, Tennessee, as shown on the plat of River Plantation, Section Five, Phase One, Condominium Apartments, recorded in Book 5200, Page 248, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners and tenants of River Plantation, Section Five, Phase One, Condominium Apartments, contained in the Master Deed and the By-Laws appended thereto, recorded in Book 5410, page 248, Register's Office for Davidson County, Tennessee, are incorporated in this deed by reference and made a part hereof the same as though copied herein.
>
> This is improved property known as Unit No. 817, General George Patton Road, Nashville, Tennessee.
>
> Being the same property conveyed to Raymond W. Beazley, Jr., by Warranty Deed from Haury & Smith Contractors, Inc., as of record in Book 5525, page 790, Register's Office for Davidson County, Tennessee.

shall be awarded to Husband subject to a lien in favor of the

Wife in the amount of Nine Thousand Two Hundred Fifty ($9,250.00) Dollars, and said lien shall remain in effect until said amount is paid; that Husband shall pay to Wife said amount of Nine Thousand Two Hundred Fifty ($9,250.00) Dollars within six (6) months of the date of the Final Order of the Court subject to statutory interest to begin thirty (30) days after the Order of this Court becomes final; that the personal property of the parties shall be divided as agreed: Husband shall be awarded six of the twelve family pictures, large picture with clear plastic frame, accent fireplace fan, two brass lamps, one of two glass sculptures, two condiment jars, eighteen plastic storage crates, shower curtain, three throw pillows, ice chest, king size comforter, one of two irons, two of four straw baskets with flowers, gas grill, bow and bow holder, children's panel pictures, three of six wicker accent pieces, miscellaneous pieces on mantel, blue footlocker, tree stand, Christmas tree, one-half of four piece luggage set, battery charger, hanging net toy holder, six foot aluminum ladder, two studio chairs, one-half the Christmas decorations, videos of children, set of stainless steel pots and pans, mounted deer, mounted ram, attic fan, one of two phones, muzzle loading rifle, 30/30 used rifle with scope, set of drapes in master bedroom, sandroses, and children's smocked dresses. Wife shall be awarded six of the family pictures, VCR plastic tape holder, brass plated magazine rack, one the glass sculptures, ice chest, one of the irons, two of the straw baskets with flowers, five foot vertical brass lamp, two white porcelain lamps, children's panel pictures, three of the wicker accent pieces, bunny on bench, four piece canister set, swivel chrome mirror, one-half of the luggage set, clothes hamper, net toy holder, desk, two summer lounges, one-half Christmas decorations, copy of the videos of the children, miscellaneous pots, pans, tupperware, and soup bowls, two wicker storage chests, ironing board, one of the phones, rocking chair, night stand, full-sizeze headboard and footboard, orange and white needlepoint, pink dress with pinafore, nursery scene, food processor, White hairdryer, crockpot, teapot, black and white television and VCR.

Additionally, the parties shall make an equitable division of the children's items, toys, bicycles, and clothes as previously agreed by the parties.

Of the items not previously agree upon, it is **ORDERED, ADJUDGED AND DECREED** that Husband shall receive the clothes dryer and the boat, motor, and trailer; that Wife shall receive the washing machine, one twin set mattress and box springs, two children's desks and chairs, toy chest, and children's step stool; that each shall receive the wedding gifts that came from their side of the family or from their friends; that Wife shall be awarded the stationwagon which she is presently driving, and Husband be awarded his vehicle.

It is **ORDERED, ADJUDGED AND DECREED** that neither of the parties will make any further or other charges upon the credit of the other.

It is **ORDERED, ADJUDGED AND DECREED** that custody of the minor children for the nine month school year shall be awarded to the mother, and custody of said children for three months in the summer shall be awarded to the father; and that transfer of the children from Husband to Wife shall be made two days before the beginning of school. Further, it is **ORDERED, ADJUDGED AND DECREED** that during the non-custodial period of either of the parties, the non custodial parent shall have visitation every other weekend from Friday at 6:00 p.m. to Sunday 6:00 p.m. and every Wednesday afternoon from 5:00 p.m. until 8:00 p.m. Wife's Wednesday visitation shall begin July 18, 1990.

It is **ORDERED, ADJUDGED AND DECREED** that the parties shall alternate holidays being Easter, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day; that the children shall be with Mother on Mother's Day and with Father on Father's Day; that alternately, one party shall have the children one week before Christmas until a point on Christmas Eve and the other party shall have the children the remainder of Christmas Eve through Christmas Day and the week thereafter; that the parties shall alternate Spring Break each and every year; and that visitation and custody shall be with both children together.

It is ORDERED, ADJUDGED AND DECREED that during the months of June, July, and August, Wife shall pay to Husband the sum of Four Hundred Eight ($408.00) Dollars as child support on the first day of each and every month through the Clerk of the Court, together with the Clerk's 5% commission; that September through May, the Husband shall pay to Wife as child support the amount of Six Hundred Thirty-Four and 24/100 ($634.24) Dollars on the first day of each and every month through the Clerk of the Court, together with the Clerk's 5% commission, which amounts are within the statutory guidelines.

It is ORDERED, ADJUDGED AND DECREED that Husband shall continue to furnish medical and hospital insurance on the minor children through his employment; and any deductible and any claims not covered by insurance, including any eye care, dental care, or orthodonture, contacts or eyeglasses shall be paid equally by Husband and Wife.

It is ORDERED, ADJUDGED AND DECREED that counsel for Wife shall be awarded his attorney's fees in the amount of Seven Thousand Seven Hundred Ten ($7,710.00) Dollars, and a lien is attached for the payment of same upoon Wife's share of the appreciateion of real property in the amount of Nine Thousand Two Hundred Fifty ($9,250.00) Dollars. Husband shall pay to Wife the amount of Two Thousand Five Hundred ($2,500.00) Dollars as a partial attorney fee, the balance of the obligation being that of Wife.

It is finally ORDERED, ADJUDGED AND DECREED that the parties are enjoined and restrained from discussing the divorce or custody situation with the minor children, from making threats against the other about seeing the children or withholding the children from the other or from any relative and from making derogatory remarks about the other party or members of the other party's family.

Because of Husband's greater ability to pay, the remaining costs are assessed against Husband.

Enter this the 31st day of July, 1990.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

Douglas E. Jones

DOUGLAS E. JONES, #4324
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mail

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CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing Final Decree has been mailed by U.S. Mail, postage prepaid to Mary Ann Reese, Attorney for Defendant, at 3805 Gallatin Road, Nashville, Tennessee 37216, this the 30th day of July, 1990.

Douglas E. Jones
DOUGLAS E. JONES

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* thirty-first *day of* July, *19* 90, *in Case Number* 89D-1087 *between* JULIE FRANCES BEAZLEY, *Plaintiff, and* RAYMOND WYATT BEAZLEY, *Defendant, as same remains of record in Book* 188C, *Page* 1927 *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* 17th *day of* August *in the year one thousand nine hundred and* ninety *and in the* two hundred fifteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By V. L. Rowland *D.C.*

Form #GR-117

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A:Beazley.fd