56A | 2936
58-16 PAR. 118

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1990 AUG 17 PM 3:41
GEORGE L. ROGERS, CLERK
D.C.

ANNIE M. DAVIS)
Plaintiff)
vs)
LARRY E. DAVIS, SR.,)
Defendant.)

NO: 89D-1776

BOOK 8241 PAGE 832

FINAL DECREE

This cause came on to be heard the 23rd day of July, 1990 before the Honorable Thomas Ware, Special Judge for Probate Court for Davidson County, Tennessee, on the complaint for divorce, answer and counter complaint, answer to the counter complaint, testimony of witnesses in open court, statement of counsel, and the record as a whole, from all of which it duly appeared to the Court that the parties are entitled to a divorce on the basis of inappropriate conduct, pursuant to T.C.A. §36-4-129(b); that the plaintiff, ANNIE M. DAVIS, is a fit and proper person to have custody of the parties minor children; that the defendant, LARRY E. DAVIS, SR., owes a duty to provide reasonable support for the parties children; that the marital property owned by the parties located at 357 Kingview Drive, Nashville, Tennessee, be vested in the plaintiff, ANNIE MYRTLE DAVIS, with the defendant being granted a lien on said real property in the amount of $31,000.00.

It is therefore ORDERED, ADJUDGED, and DECREED as follows:

1. That the parties be granted an absolute divorce pursuant to T.C.A. §36-4-129(b), and that they be restored to all the rights and privileges of unmarried persons.

2. That the plaintiff have the exclusive care, custody, and control of the parties' minor children, with the defendant having reasonable visitation.

3. That the defendant pay the plaintiff the sum of $300.00 per month in child support for the support of the parties two minor children plus the Circuit Court Clerk's commission of 5%. Said support shall be by wage assignment. (The parties will notify the Juvenile Court Clerk's Office, which is presently receiving child support payments from the defendant, that the Circuit Court Clerk's

Office will henceforth be receiving wage assignment income beginning on or about the first week of September 1990). Said wage assignment shall be to the Sunday School Publishing Board, 330 Charlotte Avenue, Suite 319, Nashville, Tennessee 37201. Said wage assignment shall be governed by the provisions of T.C.A. §36-5-501(g)(h) and (i). This wage assignment shall be binding on any successive employers fourteen (14) days after mailing of notice from the Clerk of the Court, and the wage assignment amount must be sent to the Clerk within ten (10) days of the date the employee is paid, and is binding until further notice. The employer must notify the Clerk upon termination of the employment of the defendant, or termination of income payment, and must provide the Clerk with the individual's last known address, and name and address of the new employer or source of income, if known. Further, it shall be unlawful for an employer to use the income assignment as a basis for discharge or any disciplinary action against the employee.

Said payments once received by the Clerk's office shall be sent to:

Ms. Annie M. Davis
357 Kingview Drive
Nashville, Tennessee 37218

The defendant shall also cover said children on his medical insurance and shall provide plaintiff with proof of said insurance coverage within thirty (30) days of the date of this decree.

4. That the plaintiff, ANNIE M. DAVIS, be exclusively vested with real property and furniture located at 357 Kingview Drive, Nashville, Tennessee, and that the defendant, LARRY E. DAVIS, SR., be divested of said real property and furniture; provided, however, that the said LARRY E. DAVIS be granted a first lien against said real property in the amount of $31,000.00, which constitutes the defendant's present value of his initial investment in said real and personal property. Said lien to be discharged upon terms to be described hereinafter. Annie M. Davis is exclusively responsible for the proper upkeep and maintenance of said real property, and is directed by the Court to pay all property taxes on a timely basis. Said real property is more specifically described as

follows:

Land in Davidson County, Tennessee being Lot No. 109 on the plan of Section 4-A Haynes Park, of record in Book 4860, Page 39, Register's Office for said County.

Said Lot No. 109 fronts 70.00 feet on the easterly margin of Kingview Drive and extends back 135.31 feet on the northerly line and 133.34 feet on the southerly line to a broken line in the rear, measuring 83.58 feet thereon.

Being the same property conveyed to Larry Earl Davis, Sr., and wife, Annie M. Davis, by deed from Eugene Herman Brown, Jr., and wife Alice Trutine Toalston Brown, of record in Book 7799, Page 702, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Annie M. Davis by Quitclaim Deed from Larry Earl Davis, Sr., of record in Book 7894, Page 977, Register's Office for Davidson County, Tennessee.

This is improved property known as 357 Kingview Drive, Nashville, Tennessee.

The said Annie M. Davis is Ordered and directed by the Court to execute a Deed of Trust to Larry E. Davis, Sr., and his attorney, Russell B. Ennix, against the above described property to better secure the payment of the said $31,000.00. Said $31,000.00 shall draw no interest and shall be discharged by payment to Larry Davis, Sr., and his attorney, Russell B. Ennix, the full sum of $31,000.00 in cash on or before January 11, 1996, or forty five days after the youngest child of the parties, Jerome Davis, reaches 18 years of age, whose eighteenth birthday occurs on November 27, 1995. If the plaintiff is unable to pay the defendant the sum of $31,000.00 cash prior to the expiration of said forty five days, or by January 11, 1996, the Court Orders that the said real property be placed on the open market for sale for a period of 120 days, with the defendant having the right to choose the real estate agent. If the real property has not been sold within said 120 days after being placed on the open market, then the property shall be sold by absolute auction, with the plaintiff being charged with the payment of all expenses of auction sale. Under all circumstances, the defendant shall have his sale proceeds of $31,000.00 no later than July 26, 1996.

5. That the cost of this cause be taxed equally between the plaintiff and the defendant for which execution may be issued.

Annie Myrtle Davis' address is: 357 Kingview Drive,

Nashville, Tennessee 37218.

Larry Earl Davis, Sr., address is: 702 Douglas Avenue, Nashville, Tennessee 37206.

Entered this the 16th day of August, 1990.

JUDGE

FOR ENTRY:

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FELIX E. DAVIDSON, CLERK
DAVIDSON COUNTY TN.
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IDENTIF. TREFERENCE
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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* AUGUST, 1990, *in Case Number* 89D-1776 *between* ANNIE M. DAVIS *Plaintiff, and* LARRY E. DAVIS, SR. *Defendant, as same remains of record in Book* 56A, *Page* 2936 *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* 21ST *day of* NOVEMBER *in the year one thousand nine hundred and* NINETY *and in the* 215TH *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117