IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DIANNE ARMSTRONG CHILDRESS

vs. No. 89D-2185

GARY BARDILL CHILDRESS

BOOK 8283 PAGE 467

ORDER

This cause came on to be heard on August 14, 1990, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original and amended and Supplemental Complaints for absolute divorce filed by Mrs. Childress, Answer and Counter-Complaint for Absolute Divorce filed by Mr. Childress, testimony of the parties and their corroborative witnesses, submission to the court of exhibits, statement of counsel in open court and from the entire record in this cause. Upon the close of the proof by all parties, the court took this matter under advisement for counsel for Defendant to submit information related to the health insurance provided through employer of Defendant/Husband. The court did render a written Memorandum Opinion in this matter on the 23rd day of October, 1990, and said Memorandum Opinion is incorporated herein verbatim as follows:

MEMORANDUM

This cause came on for hearing on August 14, 1990 upon the plaintiff's original complaint for absolute divorce, personal service of process had upon the defendant, Gary Bardill Childress, amended and supplemental complaint filed by plaintiff, Dianne Armstrong Childress, and responsive answer and counter-complaint and answer thereto.

The parties were heard in open Court along with other witnesses, argument of counsel and the entire record herein. The matter was taken under advisement pending the incoming of certain information related to the health insurance provided through the employer of the defendant husband. From all of which the Court is of the opinion and finds as follows:

The allegations of Dianne Armstrong Childress have been fully sustained by the proof; that is, that the defendant, Gary Bardill Childress, has been guilty of such cruel and inhuman treatment as renders further cohabitation unsafe and improper for her to remain under his dominion and control. Thus, an absolute divorce shall be awarded to the complainant wife, Diane Armstrong Childress. The counter-complaint of the husband is hereby dismissed insofar as the granting of an absolute divorce to him is concerned.

Insofar as a division of the assets of this marital estate is concerned, the Court makes the following

division, after considering all the proof and weighing the evidence as to values and after considering the requirements of division considerations as set forth by statute T.C.A. 36-4-121.

The wife, Dianne Armstrong Childress, shall receive the following assets free and clear of the claim of the husband:

1. The condominium located at 845 Long Hunter Court, Nashville, Tennessee, 37217.

2. The house and lot located at 405 Old Trenton Road, Clarksville, Tennessee, 37040, subject to the mortgage thereon and she will receive the rental income.

3. One-half (1/2) interest in the real property located at 922 Burchwood Avenue, Nashville, Tennessee 37216, as tenants in common with husband.

4. One-half (1/2) interest in the cabin and property located on Fawn Drive, Ashland City, Tennessee, as tenants in common with husband.

5. The 1979 Buick Electra, personal checking account and one-half, (1/2) the Davis Stock and any U.S. Savings Bonds in her possession.

6. The IRA Accounts in her name - IDEX - 01-95000964-3 $3,161.00

7. Pioneer II - 002-0957745330 - $14,214.00, and one-half (1/2) the Pioneer II - 002-0957315390 - $11,326.50.

8. The following furniture:

Dining room furniture (table, six chairs, china cabinet, extra table leaf)
Rocking chair in living room
Rocking horse in living room
Sewing machine, table and case
Eric's oil painting
Chest of drawers upstairs
China
Crystal
Silver flatware - 8
Punch bowl set (large)
Afghan
Lace table cloth
One-half (1/2) pictures and albums
Medical books, cook books, school annuals
Eric's baby shoe book ends
Bowling ball and bag and shoes
Furniture in condo if not Eric's and not herein after excluded
Trundle bed

The following property is designated the separate property of Mrs. Childress and will be retained by her:

14K yellow gold 1.96 ladies diamond ring
14K white gold ladies cocktail ring - less than 1 carat total
14K white gold ladies dinner ring - total 2 carat
Seiko ladies 14K watch

The husband shall receive the following assets free and clear of the claim of the wife:

1. The homeplace located at 918 Burchwood Avenue, Nashville, Tennessee, 37216.

2. One-half (1/2) interest in the house and lot located at 922 Burchwood Avenue, Nashville, Tennessee 37216, as tenants in common with wife.

3. One-half (1/2) interest in the cabin and property located on Fawn Drive, Ashland City, Tennessee, as tenants in common with wife.

4. 1984 Buick LeSabre

5. 1984 Pontiac Grand Prix

6. Mylar Flatbottom Johnboat (no motor)

7. Aluminum V Bottom Boat with 59 Evinrude Motor

8. Honda Trail Bike

9. His Checking Accounts and any U.S. Bonds in his possession, One-half (1/2) the Davis Stock, 60 Shares BPI Resources Ltd., 200 Shares Clini-Therm Corp., 100 Shares Restaurant Entertainment.

10. The following IRA Accounts:
Pioneer III - 008-0080055310 - $7,897.00
Pioneer II - 002-5507322501 - $14,867.00
IDEX - 01-95000981-4 - $5,669.00
One-half (1/2) of Pioneer II - 002-0957315390 - $11,236.50

11. Davis Meter Pension/Profit Sharing

12. Household furniture in his possession and not designed herein to the wife, Master bedroom with accessories listed as Item One, Exhibit #7.

13. Car Tools and Jack

14. One-half (1/2) of pictures and albums

15. Photography Equipment

16. John Deere Tractor and Power Equipment

The following property is designated the separate property of Mr. Childress:

His Jewelry
His Gun Collection

The husband shall maintain the wife as beneficiary on any Life Insurance Policy or Policies he may have upon his life as of the date of trial at his expenses until her death or remarriage.

The husband shall provide Health Insurance for the wife through his employer under the Cobra Conversion Plan and will pay all premiums required until her death or remarriage. This premium shall be deemed a part of his alimony obligation which will be set hereafter.

The husband shall pay to the wife the sum of $750.00 alimony per month until her death or remarriage. The first of said payments shall commence November 1, 1990 and shall continue each month thereafter.

The husband shall have the right to join with the

wife in any damage suit related to her health condition which may be deemed advisable, by the parties after obtaining further legal counsel.

The husband shall pay one-half (1/2) of the medical expenses of the wife as shown in the amount of Two Thousand Sixty-eight Dollars and twenty-five cents ($2,068.25). One-half (1/2) of this amount shall be paid to the wife within 45 days of the final decree date. The wife is directed to pay said amount to the medical creditors forthwith.

As further alimony, the husband shall pay to the wife's attorney of record a reasonable fee in the amount of $3,000.00. Any balance due and owing thereon shall be the responsibility of the wife.

The attorney representing the wife shall draft a final decree in accordance with this memorandum.
ENTERED this the 23rd day of October, 1990.

Respectfully submitted,

/s/ Muriel Robinson Rice
Muriel Robinson Rice
JUDGE OF THE FOURTH CIRCUIT COURT

It is therefore **ORDERED AND ADJUDGED** by the Court that Husband's Counter Compliant for Absolute Divorce is hereby dismissed.

It is further **ORDERED AND ADJUDGED** by the Court that the Defendant, GARY BARDILL CHILDRESS, has been guilty of such cruel and inhuman treatment as renders further cohabitation unsafe and improper and that Wife, DIANNE ARMSTRONG CHILDRESS, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED AND ADJUDGED** by the Court that all right, title and interest that which Mr. Childress has, in and to, the condominium located at 845 Long Hunter Court, Nashville, Davidson County, Tennessee shall and the same is hereby divested from him and the sole and exclusive ownership shall be vested in the Plaintiff, Dianne Armstrong Childress, in fee simple, and she shall assume any indebtedness owing thereon and shall hold Mr. Childress harmless from any responsibility therefrom.

It is further **ORDERED AND ADJUDGED** by the Court that all right, title and interest which Mr. Childress has, in and to, the house and lot located at 405 Trenton Road, Clarksville, Tennessee 37040, shall and the same is hereby divested from him and the sole and exclusive ownership shall be vested in the Plaintiff, Dianne Armstrong Childress, in fee simple, and she shall assume any

indebtedness owing thereon and shall hold Mr. Childress harmless from any responsibility therefrom. Mrs. Childress shall receive all rental income from said property.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress and Mrs. Childress shall both be awarded one-half (1/2) interest in the house and real property located at 922 Burchwood Avenue, Nashville, Davidson County, Tennessee, and shall hold title as tenants in common.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress and Mrs. Childress shall both be awarded one-half (1/2) interest in the cabin and real property located on Fawn Drive, Ashland City, Cheatham County, Tennessee, and shall hold title as tenants in common.

It is further **ORDERED AND ADJUDGED** by the Court that all right, title and interest that Mr. Childress has, in and to, the 1979 Buick Electra shall be divested from him and reinvested in Mrs. Childress, and she shall assume any indebtedness owing thereon, and hold Mr. Childress harmless from any responsibility therefrom.

It is further **ORDERED AND ADJUDGED** by the Court that Mrs. Childress shall be awarded her personal checking account and any U.S. Savings Bonds in her possession.

It is further **ORDERED AND ADJUDGED** by the Court that Mrs. Childress shall be awarded one-half the Davis Meter Company Stock owned by the parties, the IRA Account in her individual name, IDEX 01-95000964-3, and the Pioneer II Account number 002-0957745330.

It is further **ORDERED AND ADJUDGED** by the Court that the parties shall equally divide the Pioneer II Account number 002-0957315390.

It is further **ORDERED AND ADJUDGED** by the Court that Mrs. Childress shall be awarded the following furniture: Dining room furniture (table, six chairs, china cabinet, extra table leaf), Rocking chair in living room, Rocking horse in living room, Sewing machine, table and case, Eric's oil painting, Chest of drawers upstairs, China, Crystal, Silver flatware - 8, Punch bowl set (large), Afghan, Lace table cloth, One-half (1/2) pictures and

albums, Medical books, cook books, school annuals, Eric's baby shoe book ends, Bowling ball and bag and shoes, Furniture in cendo if not Eric's and not herein after excluded, and the Trundle bed set being held in storage.

It is further **ORDERED AND ADJUDGED** by the Court that Mrs. Childress shall retain her separate property, namely: 14K yellow gold 1.96 caret ladies diamond ring, 14K white gold ladies cocktail ring - less than 1 carat total, 14K white gold 2 carat ladies dinner ring, and the 14K Seiko ladies watch.

It is further **ORDERED AND ADJUDGED** by the Court that all right, title and interest which Mrs. Childress has, in and to, the marital home located at 918 Burchwood Avenue, Nashville, Davidson County, Tennessee 37216, shall and the same is hereby divested from her and the sole and exclusive ownership shall be vested in the Defendant, Gary Bardill Childress, in fee simple, and he shall assume any indebtedness owing thereon and shall hold Mrs. Childress harmless from any responsibility therefrom.

It is further **ORDERED AND ADJUDGED** by the Court that all right, title and interest that Mrs. Childress has, in and to, the 1984 Buick LeSabre, 1984 Pontiac Grand Prix, the Mylar Flatbottom Johnboat, the Aluminum V Bottom Boat with 59 Evinrude Motor, and the Honda Trail Bike shall be divested from her and reinvested in Mr. Childress, and he shall assume any indebtedness owing thereon, and hold Mrs. Childress harmless from any responsibility therefrom.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall be awarded his personal checking accounts, any U.S. Savings Bonds in his possession, one-half the Davis Meter Company Stock owned by the parties, sixty (60) shares of BPI Resources Ltd, 200 Shares of Clini-Therm Corporation, and 100 Shares of Restaurant Entertainment.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall be awarded the following IRA Accounts: Pioneer III - 008-0080055310, Pioneer II - 002-5507322510, and IDEX 01-95000981-4.

It is further **ORDERED AND ADJUDGED** by the Court that all right, title and interest that Mrs. Childress has, in and to, Mr.

Childress's Davis Meter Pension/Profit Sharing Plan shall be divested out of her and reinvested in Mr. Childress in fee simple.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall be awarded all furniture in his possession, excluding the items heretofore awarded to Mrs. Childress, and the master bedroom furniture consisting of: headboard, footboard, mattress and springs, frame, bedside table, brass lamp, dresser w/mirror, chest of drawers.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall be awarded his car tools and jack, one-half (1/2) the pictures and albums, photography equipment, John Deere tractor and Power Equipment.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall retain as his separate property his jewelry and his gun collection.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall maintain Mrs. Childress as beneficiary of any Life Insurance Policy or Policies that he may have on his life as of the date of the trial. Mr. Childress will make all premium payments and keep said policies in effect until Mrs. Childress's death or remarriage.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall maintain Health Insurance on Mrs. Childress through his employer under Cobra Conversion Plan, and he shall pay all premiums required until her death or remarriage. The payment of the premium shall be deemed a portion of Mr. Childress's alimony obligation.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall pay alimony to Mrs. Childress in the sum of **SEVEN HUNDRED FIFTY ($ 750.00) DOLLARS** per month, until her death or remarriage. Said payments are to commence November 1, 1990 and shall continue each month thereafter.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall have the right to join with Mrs. Childress in any damage suit related to her health condition, which may be deemed advisable after the parties have obtained further legal counsel.

It is further **ORDERED AND ADJUDGED** by the Court that Mr. Childress shall pay one-half (1/2) of Mrs. Childress's total medical expenses in the sum of Two Thousand Sixty-eight Dollars and twenty-five cents ($2,068.25). Mr. Childress shall pay to Mrs. Childress said monies within 45 days of entry of the final decree of divorce. Mrs. Childress is directed to pay said amount to the medical creditors forthwith.

It is further **ORDERED AND ADJUDGED** by the Court that as additional alimony, Mrs. Childress attorney of record, Robert L. Jackson, shall have and recover against the Defendant, Mr. Childress, a judgement for attorney's fees in the sum of $3,000.00. Any additional balance due and owing thereon shall be the responsibility of Mrs. Childress.

It is further **ORDERED AND ADJUDGED** by the Court that the costs of this cause shall be taxed to Mr. Childress.

Entered this 5 day of Nov., 1990.

Muriel Robinson Rice
MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

Robert L. Jackson

BY: **ROBERT L. JACKSON**
P.R. #2486
ATTORNEY FOR MRS. CHILDRESS
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

David W. Garrett

BY: **DAVID W. GARRETT**
P.R. #13248
ATTORNEY FOR MRS. CHILDRESS
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion has been furnished to Seth Norman, Attorney at Law, 606 Metropolitan Courthouse, Nashville, TN, 37201, on this 29th day of October, 1990.

ROBERT L. JACKSON

childress.ord

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IDENTIF. REFERENCE

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FELIX Z. DAVIDSON CLERK
DAVIDSON COUNTY TN.

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* 5th *day of* November, *19* 90, *in Case Number* 89D-2185 *between* Dianne Armstrong Childress *Plaintiff, and* Gary Bardill Childress *Defendant, as same remains of record in Book* 191C, *Page* 1297 *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* 29th *day of* January *in the year one thousand nine hundred and* ninety-one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117