IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EMILY (MOYERS) HOWELL,

Plaintiff,

VS.

GEORGE RICHARD HOWELL, JR.,

Defendant.

NO. 91D-531

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FINAL DECREE

THIS cause came to be heard on the 25th day of April, 1991 before the Honorable Joseph K. Dughman, Special Judge for the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce as heretofore filed on grounds of such cruel and inhuman treatment as renders cohabitation unsafe and improper, testimony of the Wife, the corroborating witnesses, statements of counsel and the entire record, from all of which it appeared to the satisfaction of the Court that the Wife should be granted a divorce on the grounds of Cruel and Inhuman Treatment as renders cohabitation unsafe and improper.

It further appears to the Court that the Parties are owners as tenants-by-the-entireties of a house and lot located at 2571 Stinson Road, Nashville, TN 37214 and that said property should be divested out of the Husband and vested in the Wife.

It further appears to the Court that the Parties have already divided the furniture and furnishings and that the furniture in possession of the Wife shall be her sole and exclusive property and the furniture in the possession of the Husband shall be his sole and exclusive property.

It further appears to the Court that the Parties own eight acres of land at Cedar Hill and that they should be equal owners of said property as tenants-in-common.

It further appears to the Court that the Parties own a boat, motor and trailer, which shall be the sole and exclusive property of the Husband.

It further appears to the Court that the Wife has two savings accounts in her name, one at Dominion Bank and another at Educator's Credit Union and that said savings accounts shall be the sole and exclusive property of the Wife.

It further appears to the Court that the Parties have certain debts with Visa, Castner-Knott and Sears and that the Wife shall pay said debts.

It further appears to the Court that the Wife has a 1991 Lumina automobile, which is in her name only, and that all right, title and interest in same shall remain in her and any interest Husband may have in said vehicle shall be divested out of him and vested in the Wife.

It further appears to the Court that the Parties own a 1989 Nissan pick-up truck and that all right, title and interest in same shall be divested out of the Wife and vested in the Husband, with the Husband to make payments on same and that the Husband shall hold the Wife harmless for any indebtedness on said vehicle.

It further appears to the Court that the Parties have two minor children who are presently ages 6 and 4. The Husband shall pay child support according to the child support guidelines, currently to be set at $74.00 per week plus the Clerk's fee of 5% and that said child support shall be paid through a wage assignment. It further appears to the Court that the Husband shall be responsible for paying the said $74.00 per week in child support directly to the Wife until the wage assignment takes effect.

It further appears to the Court that the Husband shall be required to maintain the children on his medical insurance and to pay one-half of any medical or dental bills that the medical insurance does not cover.

The Court further found that the Wife is the current owner of two life insurance policies on the life of the Husband in the

amount of $100,000.00 and that the Husband should be required to pay the premiums on same, one of them currently being approximately $55.00 per month and the other being approximately $35.00 per month.

It further appears to the Court that the Wife shall have the sole care, custody and control of the Parties' minor children, with the Husband being entitled to reasonable visitation.

The Court further found that the Wife should pay the Court costs and attorney fees in this cause.

**IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED,** that the bonds of matrimony heretofore existing and subsisting between the Wife, Emily (Moyers) Howell and the Husband, George Richard Howell, Jr., are forever perpetually dissolved and the Wife is awarded an absolute divorce from the Defendant on grounds of Cruel and Inhuman Treatment.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the house and lot owned by the Parties, located at 2571 Stinson Rd., Nashville, Tennessee 37214, shall be and is hereby divested out of the Husband and vested into the Wife. Said property description is, to wit:

> LAND in Davidson County, Tennessee, being Lot No. 3 on the Plan of Hargis Heights of record in Book 974, page 82, Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to George R. Howell, Jr. and wife, Emily M. Howell by Deed from Wayne R. Tate, Trustee for Security Financial and Mortgage Corporation, a Missouri Corporation as of record in Book 6826, Page 531, Register's Office for Davidson County, Tennessee.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Parties have already divided the furniture and furnishings and that the furniture in possession of the Wife shall be her sole and exclusive property and the furniture in the possession of the Husband shall be his sole and exclusive property.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Parties own eight acres of land in Cedar Hill and they shall become equal

owners of said property as tenants-in-common.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the boat, motor and trailer shall be the sole and exclusive property of the Husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the savings accounts in the name of the Wife located at Dominion Bank and at Educators Credit Union, shall be the sole and exclusive property of the Wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall pay the present indebtedness of the Parties, the same being Visa, Castner-Knotts and Sears.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the 1991 Lumina automobile, which is in the Wife's name only, shall be her sole and exclusive property and any right, title and interest that Husband may have in same, shall be divested out of him and vested in the Wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the 1989 Nissan pick-up truck shall be the sole and exclusive property of the Husband and that all right, title and interest in same shall be divested out of the Wife and vested into the Husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall be required to pay the indebtedness on the 1989 Nissan pick-up truck and that he shall hold the Wife harmless from any indebtedness on said vehicle.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties have two minor children who are presently ages six and four and that the Wife shall have the sole, care, custody and control of said minor children with the Husband being entitled to reasonable visitation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall pay child support according to the child support guidelines, currently to be set at $74.00 per week plus the Clerks's fee of 5% and the child support shall be paid through a wage assignment. It is further ordered, adjudged and decreed

that the Husband shall be responsible for paying the said $74.00 per week in child support directly to the Wife until the wage assignment becomes effective.

The Husband's employer is McGee Pest Control, 606 No. Main Street, Goodlettsville, TN 37072. The Wife's mailing address is 2571 Stinson Road, Nashville, TN 37214.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband shall be required to maintain the Parties' minor children on his medical insurance and to pay one-half of any medical and dental bills that the medical insurance does not cover.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband shall be required to pay for two life insurance policies on his life which are currently owned by the Wife. The premiums currently being $55.00 per month for one policy and approximately $35.00 per month for the other policy.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Wife shall pay the attorney fees and the costs of this cause.

**ENTERED** this 3rd day of May, 1991.

JUDGE

APPROVED FOR ENTRY:

Eleanor T. Mead

ELEANOR T. MEAD
Attorney for Plaintiff
213 No. Main St.
Goodlettsville, TN 37072
859-7400
Sup. Ct. No. 4081

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Final Decree has been mailed to the Defendant at his last known address of 1602 Arbor Creek Blvd., Hermitage, Tennessee 37076, this 2nd day of May, 1991.

Eleanor T. Mead

ELEANOR T. MEAD, ATTORNEY

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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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* SIXTH *day of* MAY, *19* 91, *in Case Number* 91D-531 *between* EMILY (MOYERS) HOWELL *Plaintiff, and* GEORGE RICHARD HOWELL, JR. *Defendant, as same remains of record in Book* 196B, *Page* 1110 *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* 24th *day of* MAY *in the year one thousand nine hundred and* NINETY-ONE *and in the* 215th *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* Walter S. Adams *D.C.*

**Form #GR-117**

Mail.