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BOOK 8419 PAGE 227

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE,

AT FRANKLIN

rec'd 2-21-91

FILED _____
ENTERED 3-1-91
BOOK 89 PAGE 39-45
JANICE W. JORDAN, Clerk & Master

No. 19988

STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.
JANICE W. JORDAN, Clerk & Master

BETTY LOUISE HAILEY,	)
Plaintiff,	)
vs.	)
LAMBERT LEHMAN HAILEY,	)
Defendant.	)

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 15th day of February, 1991, before the Honorable Cornelia A. Clark, Judge, upon the testimony of the parties, the exhibits introduced, the argument of counsel in open Court, and the entire record, after which the Court made the following oral findings:

1. Upon stipulation of the parties, wife should be granted an absolute divorce from husband on the grounds of inappropriate marital conduct.

2. Wife should be awarded custody of the parties' minor son with reasonable visitation privileges to husband. The minor child is entitled to support, the term to be until May, 1993, said support to be off set by the amount of $431 being received from Social Security for said child.

3. Husband should continue to provide health and accident insurance for the minor child of the parties for so long as said child remains a dependent.

4. Husband should afford health and accident insurance coverage for wife under the provisions of COBRA as required by that law.

5. All right, title, and interest of husband in and to the condominium located at 1606 Crystal Lake Drive in Brentwood, Tennessee, should be divested from husband and vested in wife. Wife should pay any indebtedness on said property and hold husband harmless therefrom.

6. All right, title, and interest of wife in and to the condominium located at 417 Hill Road in Nashville, Tennessee,

should be divested from wife and vested in husband. Husband should pay any indebtedness on said property and hold wife harmless therefrom.

7. Husband's 50% undivided and unencumbered interest in and to the 25 acres, more or less, located on North Berry Chapel Road in Franklin, Tennessee, should be divested from husband and vested in wife.

8. Wife should receive, as her sole and separate property, the certificates of deposit in her name in the collective amount of $64,000 held at Monroe County Bank.

9. Wife should receive, as her sole and separate property, the Alliance Money Market Account in the approximate amount of $40,000.

10. Wife should receive, as her sole and separate property, the 1987 Cadillac automobile. Wife should pay any outstanding indebtedness on same and hold husband harmless therefrom.

11. Husband should receive, as his sole and separate property, the 1989 Cadillac automobile and he should pay any outstanding indebtedness on same and hold wife harmless therefrom.

12. Husband and wife should each retain, as their sole and separate property, all the personal effects, jewelery, and household furnishings as previously divided between them and situated at their respective residences.

13. Husband and wife should each retain, as their sole and separate property, the checking and/or savings accounts in their individual names not herein specifically provided for.

The Court, having taken under advisement certain other matters, made the following additional findings and decisions by Memorandum after review and consideration of the entire record:

14. Husband has, as of the date of the Court's memorandum, a minimum gross earning capacity of $6,000 per month, and the Court, therefore, sets child support in the amount of $881 per month, to be paid through and including May, 1983, in accordance with T.C.A. 34-1-101. The said monthly amount of $881 shall be

off set by the $431 received by wife from Social Security for the minor child. For so long as those monies are received by wife from Social Security for the minor son, husband should pay to wife $450 per month.

15. As a further distribution of marital property, wife should have a money judgment against husband in the amount of $175,000. Interest should accrue on the amount of said judgment at the rate of 10% per annum beginning with the date of entry of the Final Decree. Husband should be required to pay interest only in equal monthly installments. For so long as husband is current in his monthly interest payment obligation, wife should be prohibited from execution on the judgment.

16. To secure the judgment in the amount of $175,000, wife should have liens on the Edmondson Pike property, and on the three separate tracts of property identified during trial as being located in Murfreesboro, Tennessee. In the event any of these properties are sold, husband should pay a pro-rata portion of the net proceeds of the sale to wife in satisfaction of the judgment, and said judgment shall be reduced by any principal amounts paid. Additionally, husband should be required to name wife as the sole and irrevocable beneficiary of the Mutual Benefit Life Insurance policy and the Mass Mutual Life Insurance policy to secure the judgment in the event of husband's death. Husband should be entitled to reduce the face amount of either or both policies as he reduces the principal amount owed on the judgment.

17. Husband should receive as his sole and separate property all remaining property not previously or herewith awarded to wife.

18. Each party should be required to execute and deliver all documents necessary to divest property out of one person and into the other as directed by the Court.

19. Wife should be required to pay the ninety day note at Monroe County Bank, and any indebtedness that exists on any real or personal property awarded to her. Husband should be required

to pay all remaining indebtedness not otherwise specifically provided for.

20. As additional alimony, wife should be entitled to a reasonable attorney's fee for the services provided by her attorney in this cause. Counsel for the plaintiff should file an affidavit with the final order and if husband, through counsel, contests the amount being sought, he should be entitled to further proceedings and argument on that issue by notifying the Court and opposing counsel and requesting same.

21. Costs of this cause should be taxed to husband.

It is, therefore, **ORDERED, ADJUDGED,** and **DECREED:**

1. Wife is granted an absolute divorce from husband on the grounds of inappropriate marital conduct.

2. Wife is awarded custody of the parties' minor son with reasonable visitation privileges to husband.

3. Husband shall continue to provide health and accident insurance for the minor child of the parties for so long as said child remains a dependent.

4. Husband shall afford health and accident insurance coverage for wife under the provisions of COBRA as required by that law.

5. All right, title, and interest of husband in and to the condominium located at 1606 Crystal Lake Drive in Brentwood, Tennessee, is hereby divested from husband and vested in wife. Wife shall pay any indebtedness on said property and hold husband harmless therefrom.

6. All right, title, and interest of wife in and to the condominium located at 417 Hill Road in Nashville, Tennessee, is hereby divested from wife and vested in husband. Husband shall pay any indebtedness on said property and hold wife harmless therefrom.

7. Husband's 50% undivided and unencumbered interest in and to the 25 acres, more or less, located on North Berry Chapel Road in Franklin, Tennessee, is hereby divested from husband and vested in wife.

8. Wife shall have, as her sole and separate property, the certificates of deposit in her name in the collective amount of $64,000 held at Monroe County Bank.

9. Wife shall have, as her sole and separate property, the Alliance Money Market Account in the approximate amount of $40,000.

10. Wife shall receive, as her sole and separate property, the 1987 Cadillac automobile. Wife shall pay any outstanding indebtedness on same and hold husband harmless therefrom.

11. Husband shall receive, as his sole and separate property, the 1989 Cadillac automobile. Husband shall pay any outstanding indebtedness on same and hold wife harmless therefrom.

12. Husband and wife shall each retain, as their sole and separate property, all the personal effects, jewelery, and household furnishings as previously divided between them and situated at their respective residences.

13. Husband and wife shall each retain, as their sole and separate property, the checking and/or savings accounts in their individual names not herein specifically provided for.

14. Wife is entitled to child support in the amount of $881 per month, to be paid through and including May, 1983, in accordance with T.C.A. 34-1-101. The said monthly amount of $881 shall be off set by the $431 received by wife from Social Security for the minor child. For so long as those monies are received by wife from Social Security for the minor son, husband shall pay to wife $450 per month.

15. As a further distribution of marital property, wife is hereby awarded a money judgment against husband in the amount of $175,000. Interest shall accrue on the amount of said judgment at the rate of 10% per annum beginning with the date of entry of the Final Decree. Husband shall pay interest only on said judgment in equal monthly installments. For so long as husband is current in said monthly interest payment obligation, wife is prohibited from execution on the judgment.

16. To secure the foregoing judgment in the amount of $175,000, wife shall have liens on the Edmondson Pike property, and on the three separate tracts of property identified during trial as being located in Murfreesboro, Tennessee. In the event any of these properties are sold, husband shall pay a pro-rata portion of the net proceeds of the sale to wife in satisfaction of the judgment, and said judgment shall be reduced by any principal amounts paid. Additionally, husband shall name wife as the sole and irrevocable beneficiary of the Mutual Bennefit Life Insurance policy and the Mass Mutual Life Insurance policy to secure the judgment in the event of husband's death. Husband may reduce the face amount of either or both insurance policies as he reduces the principal amount owed on the judgment.

17. Husband is hereby awarded as his sole and separate property all remaining property not previously or herein awarded to wife.

18. Each party shall execute and deliver all documents necessary to divest property out of one person and into the other as directed by the Court.

19. Wife shall pay the ninety day note at Monroe County Bank, and any indebtedness that exists on any real or personal property awarded to her. Husband shall pay all remaining indebtedness not otherwise specifically provided for herein.

20. Husband shall pay to the law firm of Hartzog, Silva & Davies, a reasonable attorney's fee in the amount of $ 8,000 for the services provided to wife in this cause. Counsel for the plaintiff has filed an affidavit with this order and if husband, through counsel, contests the amount being sought, he shall be entitled to further proceedings and argument on that issue by notifying the Court and opposing counsel and requesting same.

21. Costs of this cause are taxed to husband.

The memorandum of the Court is incorporated herein by reference and shall be placed of record, but need not be spread upon the minutes of the Court.

ENTER, this 1st day of March, 1991.

Cornelia A. Clark
Cornelia A. Clark, Judge

APPROVED FOR ENTRY:

HARTZOG, SILVA & DAVIES

Attorneys for Wife

By: Edward P Silva
Edward P. Silva
123 Fifth Avenue North
Franklin, Tennessee 37065-0664
(615)790-1500

Mail

CERTIFICATE OF SERVICE

A true and exact copy of the foregoing was mailed to Joe P. Binkley, Sr., Esq., attorney for husband, at 174 Third Avenue, North, Nashville, Tennessee, 37201, this 21 day of February, 1991.

Edward P Silva
Edward P. Silva

CLERK'S CERTIFICATE OF SERVICE

A true and exact copy of the foregoing order, as entered by the Court, was mailed to the Edward P. Silva, Esq., and to Joe P. Binkley, Sr., Esq., at their respective addresses as stated above, this 1st day of March, 1991.

Kelly Scott (Dep)
Clerk and Master

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