IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

GAYLE F. McCLAIN, Plaintiff,	)	
vs.	)	No. 91D-661
JAMES W. McCLAIN, Defendant.	)	

BOOK 8541 PAGE 893

FINAL DECREE OF DIVORCE

This cause came to be heard before the Honorable James Everett on the 22nd day of July, 1991, upon the Complaint, personal service on the defendant, Motion and Order for Default, testimony of the plaintiff and witnesses, statements of counsel, and the record as a whole, from all of which the court is of the opinion the Complaint for Absolute Divorce has been sustained by the proof and plaintiff is awarded an absolute divorce upon the grounds of cruel and inhuman treatment and restored to all the rights and privileges of an unmarried person.

It is **ORDERED** as follows:

1. Plaintiff is granted an absolute divorce from defendant upon the grounds of cruel and inhuman treatment and restored to all the rights and privileges of an unmarried person.

2. The parties are the parents of one minor child, Evita L. McClain, who was born on July 28, 1981, and plaintiff shall have custody of said child. Defendant shall be required to pay child support in the amount of $150 per week beginning August 1, 1991 and said child support shall be paid by wage assignment. A wage assignment shall be issued to defendant's employer at the following address:

1431 Vultee Blvd.
Nashville, TN 37217

Defendant shall be responsible for paying said child support until the wage assignment goes into effect. Defendant shall further be responsible for paying child support in the event of a change in employment. Defendant shall further be required to notify any new employer and implement said wage assignment order at his new employment.

2. Plaintiff shall be entitled to all right, title, and interest in the parties' home located at 3201 Wilmoth Court, Nashville, Tennessee. Defendant is divested of any right or interest he may have in said property and said property is hereby transferred to plaintiff. The legal description of said property is as follows:

> Being Lot No. 344 on the Plan of Section 11, Parkwood Estates, as of record in Book 3300, page 5, Register's Office for said County, described follows:
>
> Beginning at a point in the north margin of Wilmoth Road at the corner of Lots Nos. 344 and 345; thence with the line between said lots, northerly 135.3 feet to a corner of Lot No. 346; thence with the line between Lots Nos. 344 and 346, northeasterly 15.3 feet to a corner of Lot No. 343; thence with the line between Lots 343 and 344, southeasterly 117.9 feet to the westerly margin of Wilmoth Court; thence with the margin of the same, southwesterly 89.19 feet to the beginning of a curve; thence around said curve, southwesterly 39.27 feet to the northerly margin of Wilmoth Road; thence with the margin of the same, westerly 60.67 feet to the point of beginning.
>
> Being the same property conveyed to Lee V. Armstrong and wife, Catherine May Armstrong, by deed from Robert Rascoll and wife, as of record in Book 4284, page 350, said Register's Office.
>
> This conveyance is subject to restrictions, easements and set back lines of record and taxes for 1973 applicable to said property.

3. Defendant was previously ordered to pay the three mortgages on the parties' home through March 31, 1991. Defendant failed to pay said mortgages and owes $3,000 on said payments. Plaintiff shall be granted a judgment in the amount of $3,000 for said payments made by plaintiff, for which let execution if necessary.

4. Defendant shall be responsible for paying the debts at J. P. Brown bookstore, Textron Aerostructures Credit Union, Affiliated Credit Union, and Nashville Adjustment Bureau for any debts incurred during the parties' marriage. Defendant shall also be responsible for paying the Internal Revenue Service for any taxes owed during the parties' marriage. Defendant shall hold plaintiff harmless for any of these debts and shall indemnify plaintiff, including reasonable attorney's fees, if any action is taken to collect said debts for which defendant is responsible. Plaintiff

shall be responsible for paying the debt at the Metropolitan Government Credit Union.

5. Defendant shall be entitled to the 1986 Oldsmobile and Plaintiff shall be entitled to the 1987 Mitsubishi automobile and title shall be vested in each of the parties' respective names.

6. Plaintiff shall be entitled as marital property one-half of the benefits defendant has in two pension plans, more particularly described as follows:

a. The plan administrator is Textron Aerostructures Hourly Pension Plan (IAM Local 735), Employer No. 13-0458536, Pension Plan No. 3. Textron, Inc., 40 Westminster Street, Providence, RI 02903 (401/421-2800). There is no cash-out value for this plan. Benefits are based upon years of service at the time of retirement. Defendant is fully vested in this plan.

b. The plan administrator is Pension Plan for Factory Employees of the Consumer Products Division and Aladdin Synergetics, Inc. (ATTN: Employee Benefits), P.O. Box 100255, Nashville, TN 37210 (615/748-3000). There is no cash-out value for this plan. Defendant is fully vested in this plan.

c. The following provisions contained in this Order shall apply to each of the aforementioned plans.

d. The last known mailing address of defendant (participant) is as follows:

James W. McClain
3201 Wilmoth Court
Nashville, TN 37207

The last known mailing address of plaintiff (alternate payee) is as follows:

Gayle F. McClain
3201 Wilmoth Court
Nashville, TN 37207

e. Plaintiff or alternate payee is entitled to 50 percent or one-half of the accrued benefits that are vested. Plaintiff or alternate payee's rights to receive benefits under these plans shall be applicable from the inception of the plan to the date of the Final Decree.

f. The benefits awarded to plaintiff or alternate payee shall be transferred to alternate payee, or in the event of the alternate payee's death, to a beneficiary properly designated by alternate payee or to her estate, as soon as administratively feasible, upon alternate payee's execution of all appropriate documents required by Federal law to be executed by distributees with qualified retirement plan assets.

g. The benefits shall be paid to plaintiff or alternate payee at the earliest date at which the defendant or participant is eligible to receive benefits under the said retirement plans. Payment shall be made on a term provided by the retirement plans.

h. The trustees and/or plan administrators are hereby requested to pay the benefits as directed herein pursuant to the terms of the plan, the Internal Revenue Code and the United States Code.

i. Benefits awarded hereunder shall not be assigned, pledged or otherwise transferred, voluntarily or involuntarily, prior to the receipt of such benefits by the plaintiff or alternate payee.

j. The alternate payee shall be the beneficiary of any post-retirement death benefits if the participant after retirement predeceases the alternate payee, the amount of which shall be as determined in accordance with the percentage allocated in this Order to the alternate payee.

7. The court finds this Order complies with the requirements of the Employee Retirement Income Security Act of 1974, as amended, and the Retirement Equity Act of 1984, P.L. 98, 397. This Order is therefore entered as a Qualified Domestic Relations Order. This court retains jurisdiction to amend this Order as might be necessary to establish or maintain its status.

8. Defendant currently has life insurance policies available to him through his place of employment. Defendant shall maintain the face value of this policy or obtain a new policy, if necessary, to ensure child support payments throughout the child's minority. The parties' minor child, Evita L. McClain, shall be made the beneficiary of said policy for the purpose of securing child

support. These benefits payable under said life insurance policies shall be made to the plaintiff as trustee for said child.

9. Defendant shall be required to continue his health insurance for the parties' minor child, Evita L. McClain, and to promptly submit any medical bills to the health insurance carrier for payment. The parties each shall be responsible for one-half of all medical bills incurred that are not covered by health insurance.

10. The court hereby permanently enjoins defendant from using alcohol during any visitation with the parties' minor child. The court further permanently enjoins defendant from harassing, threatening, or harming plaintiff in any respect. Defendant is enjoined from coming about plaintiff's home, unless agreed upon by the parties, for any purpose other than to pick up the parties' minor child for visitation.

10. Plaintiff is awarded a judgment in the amount of $650 for attorney fees, for which let execution issue if necessary.

11. Plaintiff shall have her unmarried name restored.

It is so **ORDERED.**

ENTERED this 17 day of September, 1991.

JUDGE

APPROVED FOR ENTRY:

JOSEPH K. DUGHMAN, #3550
Attorney for Plaintiff
First American Center
315 Deaderick St., 20th Floor
Nashville, TN 37238-2075
615/244-5432

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed, postage prepaid, to James W. McClain, 3201 Wilmoth Court, Nashville, TN 37207 on this the 11th day of September, 1991.

JOSEPH K. DUGHMAN

BOOK 8541 PAGE 895

8124b

IDENTIFICATION REFERENCE

FEB 3 3 2: PM '92

DAVIDSON COUNTY

Mail
Gayle McClain
3201 Wilmoth Ct.
37207

7979 02/03 0101 03CHECK

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* 18th *day of* October, *19* 91, *in Case Number* 91D-661 *between* Gayle F. McClain *Plaintiff, and* James W. McClain *Defendant, as same remains of record in Book* 64B, *Page* 821 *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* 3rd *day of* February *in the year one thousand nine hundred and* Ninety-two *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117