20A/676

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1991 SEP 24 PM 2 42

NANCY ELLIOTT WENBERG
[redacted]-4844

Plaintiff

vs.

NO. 89D-4386

136-3-C

58CO

JORDAN HOBBS WENBERG
[redacted]-0171

Defendant

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89263

IDENTIF. REFERENCE

MAR 3 3 50 PM '92

DAVIDSON COUNTY TN.

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson-Rice, Judge, on this 28th day of August, 1991, and prior days of the term; and after hearing the testimony of the parties, the Court finds that the Defendant, Jordan Hobbs Wenberg, is guilty of marital misconduct and the Plaintiff, Nancy Elliott Wenberg, is entitled to a divorce on the basis thereof. The Court further finds that the Counter-Plaintiff, Jordan Hobbs Wenberg, failed to prove the allegations of his Counter-Complaint, and the Counter-Complaint should therefore be dismissed.

It is accordingly ORDERED, ADJUDGED and DECREED by the Court that Nancy Elliott Wenberg be granted an absolute divorce from the bonds of matrimony presently subsisting between her and the Defendant, Jordan Hobbs Wenberg, and she is restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Counter-Complaint be, and the same is, hereby dismissed.

The Court further finds that the Plaintiff, Nancy Elliott Wenberg, is an innocent party, has limited earning capacity, and bears the responsibility of the small children of the parties, whereas Jordan Hobbs Wenberg is the guilty party responsible for the divorce, has superior earning capacity, and is not burdened with child care obligations. Accordingly, the Court finds that the following is an equitable division of the property of the parties, and it is further

ORDERED, ADJUDGED and DECREED by the Court that the townhouse condominium located at 3864 Priest Lake Drive, Nashville, Davidson County, Tennessee, be awarded to Jordan Hobbs Wenberg, subject to the mortgage thereon; Nancy Elliott Wenberg shall be relieved of any liability or obligation for the mortgage or other obligations relating to this property, and Jordan Hobbs Wenberg shall hold Nancy Elliott Wenberg harmless therefor. Jordan Hobbs Wenberg is awarded the IRA accounts, including the account held in the sole name of Nancy Elliott Wenberg. He is further awarded the balance remaining in the mutual fund account approximating $2,300.00, his automobile, pension plan, and eleven (11) shares of Piedmont Gas Company stock.

It is further ORDERED, ADJUDGED and DECREED by the Court that Nancy Elliott Wenberg will be awarded the furniture and the automobile which she presently has in her possession and a movie camera which is in the possession of Jordan Hobbs Wenberg. Jordan Hobbs Wenberg shall pay to Nancy Elliott Wenberg the sum of Two Thousand ($2,000.00) Dollars in lieu of her interest in the IRA account held in her name which has been heretofore granted to Jordan Hobbs Wenberg. The parties are ORDERED to file the joint tax return shown to the Court, and to divide equally the refund specified in the amount of $4,486.00. If there should be any additional tax liability, it shall be assumed by Jordan Hobbs Wenberg, and he shall hold Nancy Elliott Wenberg harmless therefor.

Jordan Hobbs Wenberg is further ORDERED to convert the life insurance policies which he presently owns with Midwestern United Life Insurance in the amount of $50,000.00 and Northwestern Mutual Life Insurance Company in the amount of $100,000.00 to designate Nancy Elliott Wenberg as beneficiary, and he shall maintain these policies in force until such time as the younger child shall have attained her majority and graduated from her regular senior high school class, whichever event shall last occur; thereupon Jordan Hobbs Wenberg may designate any other beneficiary.

The Court further finds that both parties are fit

custodians to be the caregivers of the minor children of the parties; that custody is to be placed in Nancy Elliott Wenberg. with reasonable visitation granted to Defendant, Jordan Hobbs Wenberg; and support shall be established according to the guidelines of the State of North Carolina.

It is, therefore, further ORDERED, ADJUDGED and DECREED that custody of the minor children of the parties be placed in Nancy Elliott Wenberg; that Defendant, Jordan Hobbs Wenberg, pay to Nancy Elliott Wenberg the sum of Eight Hundred Seventy-Three ($873.00) Dollars per month beginning with the month of September 1991, this amount being in accordance with the guidelines of the State of North Carolina which have been submitted to the Court; and that the payments shall be made prior to the 10th of each month. Jordan Hobbs Wenberg will, in addition, furnish medical and hospitalization expenses for the children, will be responsible for paying any deductible insurance amounts or expenses not covered by insurance; and will pay all dental expense, eyecare, glasses, or similar expenses for the children. Should the minor children of the parties require any orthodontic treatment, such expense will be divided equally between the parents, who will agree upon the orthodontist who is to perform the service; and in the event the parties are unable to agree, the Court, upon application, will determine the necessity for these services and the professional to provide such.

The current addresses of the parties are as follows: Nancy Elliott Wenberg, 1637 North Greenhills Road, Mt. Juliet, Tennessee 37122; Jordan Hobbs Wenberg, 4339 Kimmeridge Road, Greensboro, North Carolina, 27406.

It is further ORDERED, ADJUDGED and DECREED that, inasmuch as Jordan Hobbs Wenberg should re-establish a relationship with his children, he will be awarded overnight visitation one (1) weekend per month, to be restricted to Nashville, Tennessee, beginning in the month of September 1991 and continuing until the end of the calendar year 1991. Beginning January 1992 Jordan Hobbs Wenberg will be permitted visitation with his children outside of Davidson County one (1) weekend per month, he

bearing all transportation expenses. Jordan Hobbs Wenberg will be allowed extended visitation restricted to Nashville, Tennessee, for one week prior to December 25th, 1991, and will be required to return the children to Nancy Elliott Wenberg before 6:00 P.M. on December 24, 1991. Beginning January 1, 1992, Jordan Hobbs Wenberg will be allowed to visit his minor children on alternating major holidays as agreed between the parties, they being New Years' Day, Easter, Independence Day, Labor Day and Thanksgiving Day. He will further be granted extended summer visitation of thirty (30) days, the dates to be agreed upon by the parties, during which month the support shall be reduced by one-half. Visitation will be specified by prearrangement between the parties at least ten (10) days in advance, and notice of any necessary or emergency cancellation shall be given as soon as practicable. Weekend visitation shall begin at 6:00 P.M. on Fridays and conclude at 6:00 P.M. on Sundays; and holiday visitation shall begin at 9:00 A.M. and end at 6:00 P.M. If a holiday falls on a Friday or a Monday and is taken in conjunction with a weekend visit, the visitation will commence either at 6:00 P.M. Thursday or end at 6:00 P.M. Monday, whichever may be applicable. Jordan Hobbs Wenberg shall be required to pick up the children and return them to the residence of Nancy Elliott Wenberg unless other arrangement are agreed upon. Jordan Hobbs Wenberg will be allowed to have the minor children for one week beginning at 6:00 P.M. on December 24th, 1992, and the parties will alternate having the children on Christmas Day each year thereafter. The minor children shall not remain overnight in the home of the Defendant if he is living with a woman to whom he is not married.

The Court further finds that Nancy Elliott Wenberg is entitled to alimony and rehabilitative alimony.

It is, therefore, further ORDERED, ADJUDGED and DECREED by the Court that Jordan Hobbs Wenberg shall pay the balance owing on the 1989 Ford automobile herein awarded to Nancy Elliott Wenberg, and these payments are declared by the Court to be alimony necessary for support and which are not dischargeable in bankruptcy.

It is further ORDERED, ADJUDGED and DECREED that Jordan Hobbs Wenberg will pay to Nancy Elliott Wenberg the sum of Three Hundred ($300.00) Dollars per month beginning September 1991 and continuing for thirty-six (36) months thereafter. Each payment shall be made prior to the 25th of each month. He is further ORDERED to pay the premium on the health and accident insurance which he presently carries pursuant to a COBRA conversion, Plan B, presently established in the amount of $153.63 per month, for a like period of thirty-six (36) months. Nancy Elliott Wenberg will be responsible for any deductible amount in excess of the present deductible with the Plan B health and accident insurance plan, or any medical bills not covered thereunder.

It is further ORDERED, ADJUDGED and DECREED that Jordan Hobbs Wenberg will pay to Roy A. Miles, Jr., Attorney, the sum of Three Thousand Five Hundred ($3,500.00) Dollars, which the Court finds to be a reasonable fee for his services rendered on behalf of Nancy Elliott Wenberg. A lien for the payment of this fee is impressed against the interest of Jordan Hobbs Wenberg in the condominium located at 3864 Priest Lake Drive, Nashville, Tennessee, and the portion of the income tax refund herein awarded to Jordan Hobbs Wenberg.

The Defendant, Jordan Hobbs Wenberg, shall pay the costs of this cause, for which execution may issue if necessary.

MURIEL ROBINSON-RICE, Judge

APPROVED FOR ENTRY:

9-23-91

ROY A. MILES, JR.
Attorney for Plaintiff
First American Center
315 Deaderick Street, 15th Floor
Nashville, Tennessee 37238-1545
(615) 242-2525

CERTIFICATE

I certify that I have hand delivered a copy of the foregoing Decree to Mr. Raymond G. Prince, Attorney for the Defendant, 150 Second Avenue North, Suite 300, Nashville, Tennessee 37201, this 19th day of September, 1991.

ROY A. MILES, JR.

STATE OF TENNESSEE

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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* 24th *day of* September, *19* 91, *in Case Number* 89D-4386 *between* Nancy Elliott Wengerg *Plaintiff, and* Jordan Hobbs Wenberg *Defendant, as same remains of record in Book* 200A, *Page* 676 *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* March *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