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IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DOROTHY M. SHELL,

Plaintiff,

v.

MELVIN G. SHELL,

Defendant.

Case No. 90D-4150

03316-0
129.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 2nd day of July, 1991, before the Honorable Thomas W. Brothers, Judge of the Sixth Circuit Court for Davidson County, Tennessee, sitting by interchange, upon the complaint for absolute divorce heretofore filed by the plaintiff, answer and counter-complaint of the defendant, testimony of the plaintiff and defendant, stipulations of the parties, and the record as a whole, from all of which it appears to the Court and the Court finds as follows:

1. This Court has jurisdiction in all necessary particulars in this case.

2. The parties have stipulated grounds for divorce pursuant to the provisions of T.C.A. §36-4-129(b), and the parties shall be declared divorced from the other without regards to fault.

3. The following items of personal property should be awarded to husband: broken copy machine, husband's personal effects and belongings, DANA stock certificate, picnic table, portable tool shed, and portable color television. All other personal property in the possession of wife are awarded to wife free and clear from the claims of husband.

4. Wife is awarded as her sole and separate property the marital domicile located at 229 Slayton Drive, Madison, Tennessee, 37115 and any right, title or interest husband may have in same is hereby divested out of husband and vested into wife. Husband is directed to execute a quitclaim deed in favor of wife immediately upon submission of same to him. The land contract dealing with real estate in the State of Michigan is deemed marital property and is vested solely in husband. However, husband must pay any taxes due and owing on said property and hold wife harmless on same.

5. As property division, wife is granted a judgment in the

amount of $12,888 which shall be paid to wife with the proceeds from the land contract in Michigan commencing with July 1, 1991 and shall receive all income from said contract for a period of twenty-six (26) months. It is expressly contemplated by the Court that husband can pay off said judgment at any time.

6. By prior order of the Court, husband was required to pay alimony pendente lite to wife and has failed to do so and wife is therefore entitled to a judgment for $500 against husband. However, husband shall relinquish any right, title or interest she may have in the tool shed previously awarded to husband and gives same to wife in satisfaction of said arrearage.

7. In dividing the marital property, the Court finds that the husband has a relatively greater ability to acquire future capital assets and income.

8. The wife has needs and the husband has the ability to earn income to the extent that husband is capable and able to pay rehabilitative alimony to wife in the amount of $200 per month to be paid in two (2) equal installments each month for a period of six (6) months commencing July 15, 1991. After husband has made said payments totaling $1,200, husband shall then pay directly to wife the sum of $100 per month for the next twelve (12) months with said payments being made in equal installments due on the 1st and 15th of each month thereafter.

9. Further, husband shall be responsible for and shall hold wife harmless on the following debts: Home Depot, Sears, Phillips 66, and Lerner's.

10. This has been an expensive and burdensome trial requiring the attorney for wife to spend a great deal of time, effort and expertise for the representation of his client.

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

1. Pursuant to the provisions of T.C.A. §36-4-129(b), the parties are hereby awarded an absolute decree of divorce from the other and the parties are restored to all the rights and privileges and unmarried persons.

2. The counter-complaint is dismissed.

3. As to the parties' real property at 229 Slayton Drive,

Madison, Tennessee, more formerly known as:

Land in Davidson County, Tennessee, being Lot No. 80 on the Plan of Primrose Meadows, Section II, of record in Book 4860, page 105, Register's Office for said County.

Said Lot No. 80 fronts 98.00 feet on the southwesterly margin of Slayton Drive and extends back between parallel lines, 120.0 feet to a dead line in the rear measuring 98.0 feet thereon.

BEING the same property conveyed to Edward D. Morris and wife, Elsa S. Morris by deed from Dennis A. Hutton and wife, Carol L. Hutton of record in Book 5869, Page 907, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed by Edward D. Morris and wife, Elsa S. Morris to Melvin G. Shell, and wife Dorothy M. Shell by deed of record in Book 7798, page 344, Register's Office for Davidson County, Tennessee.

*including the assumption and agreement to pay the unpaid balance of a certain indebtedness in the original principal amount of $46,000.00 securing Commerce Union Bank, of record in Book 5520, page 680, Register's Office for Davidson County, Tennessee, to which reference is made for complete terms and conditions.

All the right, title and interest in the husband is divested out of husband and vested into wife as separate property of wife.

4. Wife is awarded all the personal property in her possession as both her separate property and distribution of marital assets.

5. Husband is awarded the following as distribution of the marital property: broken copy machine, husband's personal effects and belongings, DANA stock certificate, picnic table, portable tool shed, and portable color television. Husband shall give wife 48 hours notice of his intentions to pick up said property.

6. Husband shall pay as alimony in solido the following debts as due and shall hold wife harmless thereon: Home Depot, Sears, Phillips 66, and Lerner's.

7. As further distribution of the marital property, husband shall be awarded the land contract in the State of Michigan. Husband must pay any back taxes thereon and hold wife harmless thereon.

8. As division of the marital property, wife is granted a judgment against husband in the amount of $12,880 which shall be paid to wife from the Michigan land sale contract income commencing

July 1, 1991. Wife shall receive all such income for a period of twenty-six (26) months. Husband has the right to pay off said amount at any time.

9. Wife is entitled to a judgment against husband in the amount of $500 for past due alimony pendente lite payments which shall be satisfied by husband relinquishing any right, title or interest he may have in the aforementioned tool shed.

10. Commencing July 15, 1991, husband shall pay directly to wife the sum of $200 per month for a period of six (6) months as rehabilitative alimony. Payments shall be made on the 1st and 15th day of each month until such time as husband has paid to wife the sum of $1,200. At the end of said six (6) month period of time, husband shall then pay to wife the sum of $100 per month with payments being due on the 1st and 15th day of each month for a period of twelve (12) months.

11. Nathaniel H. Koenig, solicitor for wife, is awarded the sum of $ 3000 —, same being a judgment against husband for which execution may lie if necessary.

12. All parties are ordered to execute any documents necessary to carry out the terms of this Court's orders.

13. The costs of this cause are assessed against husband for which execution may issue.

ENTERED this _____ day of _____, 1991.

THOMAS W. BROTHERS, Judge

SUBMITTED FOR ENTRY:

Nathaniel H. Koenig #10252
Rothschild & Associates
500 Church Street, Fifth Floor
Nashville, TN 37219
(615) 242-3996
Attorney for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished by U.S. Mail, first class postage prepaid, to Matt Q. Bastian, Esq., 115 East Main Street, Gallatin, TN 37066 this 5th day of July, 1991.

Nathaniel H. Koenig

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IDENTIFT REFERENCE

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DAVIDSON COUNTY, TN

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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* SIXTH CIRCUIT *Circuit Court for Davidson County, Tennessee, on the* 22ND *day of* JULY, *19* 92, *in Case Number* 90D-4150 *between* DOROTHY M. SHELL *Plaintiff, and* MELVIN G. SHELL *Defendant, as same remains of record in Book* 62C, *Page* 1916 *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* 11TH *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 Mary W. Brinkley *D.C.*

Form #GR-117