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MINUTES CIRCUIT COURT, SUMNER COUNTY, TENNESSEE - FEBRUARY 18, 1992

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

BOOK 8606 PAGE 807

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| DOROTHY LOUISE (JONES) WATTS | ) | |
| | ) | |
| PLAINTIFF | ) | |
| | ) | |
| VS. | ) | NO. 9915C |
| | ) | |
| HOWARD LONNIE WATTS | ) | |
| | ) | |
| DEFENDANT | ) | |

FILED 2-27-92
10:20 A
DH

## FINAL DECREE OF DIVORCE

This cause came on to be heard the 18th day of February, 1992, before the Honorable W. T. Goodall, Jr., Judge of the Circuit Court for Sumner County, Tennessee, upon the original Complaint, Answer thereto, stipulations by counsel as to the parties' separate property, marital estate, custody, visitation, child support, and statement of counsel, from all of which the Court is of the opinion that Plaintiff should be granted an absolute divorce pursuant to T.C.A. 36-4-129. Counsel for the respective parties stipulated that custody of the parties' minor child, Harley Lonnie Watts, date of birth 3-3-81, should be granted to Plaintiff subject to reasonable visitation privileges by Defendant as hereinafter set forth; that Defendant should pay the sum of Sixty and No/100 ($60.00) Dollars per week child support, which amount is in accordance with the statutory child support guidelines and actually exceeds the same; counsel further stipulated as to the parties' marital estate which is set forth more specifically hereinafter and the parties' separate property also specifically set forth hereinafter and the agreement of the parties as to the distribution of the same, the distribution of which the Court finds is fair, equitable and reasonable; that the Defendant is presently in arrears in previously ordered child and spousal support payments in the amount of $1,641.00, including the 5% commission owed to the Clerk.

Defendant has tendered payment of $750.00 to Plaintiff directly leaving a balance due and owing to the Plaintiff of $891.00 which Defendant agrees to pay on or within thirty (30) days of the entry of this decree and his failure to so tender payment will result in a mittimus issuing committing the Defendant to the Sumner County Jail until the same is paid in full. It is further stipulated by counsel for the respective parties that the Defendant presently has the sum of $66.00 on deposit with the Clerk of the Court pursuant to a previous order of the Court and that the child support payments ordered herein shall commence on Friday, February 21, 1992, and that the sum of $63.00 shall be deducted from the Defendant's funds on deposit and applied to the first child support payment due. It is further stipulated by counsel for the respective parties that the spousal support heretofore ordered shall terminate and that Plaintiff does hereby waive any claim or right to rehabilitative alimony, alimony in solido, or alimony in futuro, as well as all homestead interest which Plaintiff may have or claim in and to any of the real property retained by the Defendant pursuant to the parties' agreement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff is granted an absolute divorce, pursuant to T.C.A. 36-4-129, and the parties are hereby restored to the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that custody of the parties' minor child, Harley Lonnie Watts, date of birth 3/3/81, is vested in the Plaintiff.

IT IS FURTHER ORDERED that Defendant shall pay the sum of Sixty and No/100 ($60.00) Dollars per week for the maintenance, support, and education of said minor child. The child support payments are in accordance with and actually exceed the statutory child support guidelines based on the Defendant's income. The Defendant shall pay the child support payments to the Circuit Court Clerk, and in

addition thereto, shall pay the 5% commission charged by the Clerk for the receipt and distribution of the child support payments.

IT IS FURTHER ORDERED that Defendant is granted reasonable visitation privileges with the parties' minor child as may be agreed by the parties, however, in any event, the Defendant shall have the right to visitation privileges of not less than every other weekend from 6:00 p.m. Friday until 6:00 p.m. Sunday; the parties shall alternate holidays which shall be Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and New Year's Day; the minor child shall be with the Plaintiff on Christmas Day and the Defendant on Christmas Eve for the year 1992 and thereafter the parties shall alternate Christmas Day and Christmas Eve with Defendant having the right to have the minor child three days prior to Christmas Day or three days after Christmas Day depending upon the year; the Defendant shall further have visitation privileges with the minor child during the summer vacation of at least four (4) weeks to be agreed upon by the parties.

IT IS FURTHER ORDERED that the parties will be equally responsible for the minor child's medical, dental, drug, ophthalmology, or other necessary medical expense and the party who incurs such expense shall promptly notify the other party of the same and furnish an exact duplicate copy of the bill and the other party shall reimburse the party incurring or paying said expenses within thirty (30) days from the receipt thereof.

IT IS FURTHER ORDERED that the spousal support heretofore ordered in this cause is terminated as of February 18, 1992. It is further specifically ordered that Plaintiff shall not be entitled to receive nor claim rehabilitative alimony, alimony in solido, or alimony in futuro, the division of the marital property being such as to preclude the same.

IT IS FURTHER ORDERED that the Defendant's arrearage of previously ordered child and spousal support in the amount of $1,641.00, including the delinquent Clerk's commissions, have been satisfied to the extent of a direct payment to the Plaintiff in the amount of $750.00, the receipt of which Plaintiff has acknowledged, leaving Defendant owing Plaintiff the sum of Eight Hundred Ninety-One and No/100 ($891.00) Dollars. Defendant shall pay Plaintiff said amount on or within thirty (30) days of the date of the entry of this decree or a mittimus shall issue committing Defendant to the Sumner County Jail for contempt until he purges himself by paying said amount.

IT IS FURTHER ORDERED that the parties' marital estate consists of certain personal property which is fully described as follows:

1985 F-250 Ford pickup truck
1976 Ford Comet
1/2 interest in John Deere tractor
1 horse trailer
1 chopping block
1 refrigerator
1 stove
1 double bed
3 motorcycles
2 stained glass lamps
2 couches
2 chairs
1 dining table and six chairs
1 bird and cage
1 chest of drawers and dresser
1 single bed
china and cyrstal
pots and pans
chef's knives
electric can opener
toaster
cook books
iron skillet
food processor
electric beater
set of encyclopedias
1 handmade quilt (single bed)
single bed sheets
son's clothes
Mrs. Watts' clothes
birth certificates
family pictures
porcelain figurines
1 iron
1 bicycle
1 1991 Ford Probe
1 1990 Ford Taurus

Plaintiff is awarded the following items of marital personal property as her sole and separate property and all right, title and interest in the same is hereby divested from the Defendant and vested in Plaintiff absolutely. The remainder of said personal property is awarded to the Defendant and all right, title and interest of the Plaintiff is divested from her and vested in Defendant absolutely:

2 motorcycles - 3 wheeler and Honda 100
1 couch (blue)
1 lounge chair
1 dining table and six chairs
1 bird and cage
1 chest of drawers and dresser
china and crystal
pots and pans
chef's knives
electric can opener
toaster
cook books
iron skillet
food processor
electric beater
set of encyclopedias
1 handmade quilt (single bed)
son's clothes
Mrs. Watts' clothes
birth certificates
1/2 family pictures
porcelain figurines
1 iron
1 bicycle
1 1990 Ford Taurus

IT IS FURTHER ORDERED that the Plaintiff shall be solely responsible for payment of certain indebtedness owed to First American Bank, Account #00122014385, for the 1990 Ford Taurus automobile awarded to her and as the Defendant is a cosigner on said note, shall hold the Defendant absolutely harmless from any liability as to said indebtedness.

IT IS FURTHER ORDERED that all of the Plaintiff's right, title and interest, or claim thereof, in and to the Jim Walter's Home located at 299 William Drive, Cottontown, Sumner County, Tennessee and constructed on approximately 105 acres owned by the Defendant's parents, J. H. Watts, Jr. and wife, Ruth E. Watts, is hereby divested from her and

vested in Defendant absolutely. Said real property is more fully described in Deed Book 165, Page 488, Register's Office of Sumner County, Tennessee, to which reference is hereby made for a full and complete description of said real property.

IT IS FURTHER ORDERED that the real property located in Davidson County, Tennessee and given to Defendant by a deed of gift from Fannie J. Francis is Defendant's sole and separate real property. That in lieu of alimony, rehabilitative, in solido, in futuro, or otherwise, Defendant does hereby transfer and convey to Plaintiff the duplex located at 4103 Colorado Street, Nashville, Davidson County, Tennessee absolutely and in fee simple. Said real property is more fully described in Book 5293, Page 215, Register's Office of Davidson County, Tennessee, being Tract #1 described therein to which reference is hereby made for a more full and complete description. Defendant shall execute a warranty deed to the Plaintiff conveying all of his right, title and interest in and to said real property in conformity with this decree. If Defendant refuses to execute or otherwise convey by warranty deed the property awarded to the Plaintiff herein, this decree shall operate as a conveyance thereof and vest title in Plaintiff absolutely.

IT IS FURTHER ORDERED that all other real property separately owned by the Defendant and received by a deed of gift from Defendant's aunt, Fannie J. Francis, is awarded to the Defendant, and all right, title, interest or claim thereof by Plaintiff is hereby divested from her and vested absolutely in the Defendant. Plaintiff shall be required to execute any warranty or quitclaim deed upon request of the Defendant if the necessity should arise and to do so promptly. In the event of Plaintiff's refusal to do so, this decree shall operate to vest title to the said real property in Defendant absolutely and in fee simple.

IT IS FURTHER ORDERED that Plaintiff's attorney of record, Bryce C. Ruth, may submit an application by affidavit requesting the Court to award attorney's fees. The Court may grant or deny the same without further hearing in this cause and will issue a separate appropriate order in that regard.

IT IS FURTHER ORDERED that any costs remaining unpaid in this cause shall be taxed to the Defendant, for which execution may issue, if necessary.

ENTERED this 27 day of Feb., 1992.

W. T. GOODALL, JR., JUDGE

APPROVED FOR ENTRY:

JOHN WESLEY JONES, #3184
Attorney for Defendant
113 West Main Street
Gallatin, TN 37066
Telephone: (615) 452-4771

STATE OF TENNESSEE
COUNTY
I, Clerk, do hereby certify that the foregoing is a true copy of the Final Decree in the case of Watts vs. Watts, entered this 27th day of Feb., 1992
MARY LIAH HUGHES, CIRCUIT COURT CLERK

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been placed in the U.S. Mail, postage prepaid, addressed to Bryce Ruth, P. O. Box 68, White House, TN 37188, on this 27 day of February, 1992.

JOHN WESLEY JONES

IDENTIF. REFERENCE

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FELIX ... REGISTER
DAVIDSON COUNTY TN.

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RECEIVED FROM TITLE ONE CHECK 21.00