IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MICHAEL WAYNE HARPER,

Plaintiff,

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v.

NO. 91D-1185

DONNA COWARD HARPER,

Defendant.

FINAL DECREE

This cause came on to be heard on the 13th day of May, 1992, before the Honorable Thomas W. Brothers, Judge, upon the Complaint for Absolute Divorce filed by Plaintiff, MICHAEL WAYNE HARPER, Complaint for Absolute Divorce filed by Defendant, DONNA COWARD HARPER; Mr. Harper's Answer to Ms. Harper's Complaint for Divorce; stipulations of the parties; announcement to the Court of an Agreed Judgment; statement of counsel; statements of the Court; and the entire record in this cause, from all of which the Court is pleased to approve the stipulations of the parties and the Agreed Judgment as it relates to non-stipulated matters and does now find as follows: IT IS THEREFORE:

ORDERED, ADJUDGED, AND DECREED, that by stipulation of the parties, pursuant to T.C.A. §36-4-129, the Court hereby declares the parties to be divorced, one from the other, and the bonds of matrimony heretofore subsisting between the parties are hereby forever and perpetually dissolved and each party is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED, AND DECREED, that custody of the parties' two (2) minor children, namely, Adrian Lee Harper, whose date of birth is April 30, 1979, and William Isaac Harper, whose date of birth is November 14, 1981, shall be awarded to Ms. Harper. Mr. Harper shall be entitled to copies of the minor childrens' report cards, be notified of non-emergency medical decisions regarding the children, shall have the right to copy, at his expense, any athletic or school pictures of the minor children and shall have the right to attend P.T.A. meetings or school conferences with the minor childrens' teachers.

It is further ORDERED, ADJUDGED, AND DECREED, that Mr. Harper shall be awarded the same visitation as exists in the Court's pendente lite Order, which is every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m., with the parties meeting at the Cracker Barrel

Restaurant at Stewarts Ferry Pike in Nashville, Davidson County, Tennessee, for so long as Ms. Harper resides in her present residence in Crossville, Tennessee. Further, Mr. Harper shall be awarded one (1) week of Christmas visitation with the children with the Christmas holidays to be split as follows: the first week running from December 17th at 6:00 p.m. until Christmas morning, December 25th at 9:00 a.m. and the second week running from December 25th at 9:00 a.m. until January 1, at 6:00 p.m. Mr. Harper shall have the first week of Christmas visitation for the year 1992 with the parties alternating the Christmas visitation as set out hereinabove in the years thereafter. Mr. Harper shall also be awarded six (6) weeks of visitation with the minor children, the same being three (3) weeks each June and three (3) weeks each July, beginning in the summer of 1992. Mr. Harper shall likewise be awarded alternate major holidays which shall include Labor Day, Thanksgiving, Memorial Day, Easter, Fourth of July, Father's Day, with the visitation running on the one (1) day holidays from the evening prior at 6:00 p.m. until 6:00 p.m. the day of the holiday.

It is further ORDERED, ADJUDGED, AND DECREED, that the parties shall either (a) split equally all pictures and picture albums of the minor children taken during the marriage, or (b) each shall split the cost of having all pictures of the minor children taken during the marriage copied within thirty (30) days of the entry of this Order.

It is further ORDERED, ADJUDGED, AND DECREED, that Mr. Harper shall pay child support in the amount of SIX HUNDRED EIGHTY-ONE DOLLARS ($681.00) per month beginning the month of June, 1992, and every month thereafter, to be paid bi-monthly in the amount of THREE HUNDRED FORTY DOLLARS AND FIFTY CENTS ($340.50) every two weeks. Both parties acknowledge that this child support is set consistent with the Court approved Child Support Guidelines and represents thirty-two percent (32%) of Mr. Harper's monthly net income. It is further agreed by the parties and they affirmatively acknowledge that no action by them will be effective to reduce child support after the due date of each payment, and that they understand that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of the Agreement.

It is further ORDERED, ADJUDGED, AND DECREED, that Mr. Harper shall provide and maintain major hospitalization and health insurance coverage for the benefit of the parties' minor children and any uncovered medical or dental expenses, and the deductible not covered by Mr. Harper's insurance, shall be split equally between the parties. Ms. Harper shall present to Mr. Harper's insurance carrier or to Mr. Harper any of the above expenses within a reasonable time after receiving same for submission to his carrier. Ms. Harper shall be responsible for maintaining her own major hospitalization and health insurance coverage on herself, beginning June 1, 1992 and thereafter.

It is further ORDERED, ADJUDGED, AND DECREED, that Mr. Harper shall be allowed to claim the parties' oldest child, Adrian, each year as a dependent for purposes of filing a Federal Income Tax return.

It is further ORDERED, ADJUDGED, AND DECREED, that Mr. Harper shall purchase Ms. Harper's interest in the marital residence located at 600 Bellevue Road, Nashville, Davidson County, Tennessee, in the amount of TWENTY-ONE THOUSAND DOLLARS ($21,000.00) to be paid within ninety (90) days of the entry of this Divorce Decree. In the event Mr. Harper does not pay Ms. Harper the above amount, then she may apply to the Court by motion for any further or additional relief in order to enforce the Decree. Ms. Harper shall execute a quitclaim deed divesting herself of any interest in said property.

It is further ORDERED, ADJUDGED, AND DECREED, that all grave plots, vaults, and headstones presently in the name of the parties at Harpeth Hills Cemetery, shall be awarded to Mr. Harper, free and clear of any interest of Ms. Harper, subject to any indebtedness thereon. Mr. Harper shall hold Ms. Harper harmless from any liability on any outstanding indebtedness for the above grave plots.

It is further ORDERED, ADJUDGED, AND DECREED, that Mr. Harper shall be awarded any interest which he may have in his retirement plan through Bell South Company, free and clear of any interest of Ms. Harper.

It is further ORDERED, ADJUDGED, AND DECREED, that Ms. Harper shall be awarded the 1986 Mercury automobile, free and clear of any interest of Mr. Harper, subject to any indebtedness thereon. In the event there is any indebtedness on the automobile, then Ms. Harper shall hold Mr.

Harper harmless from any liability thereon. Mr. Harper agrees to turn over title to the said vehicle as soon as possible, thereby divesting himself of any interest in the said automobile.

It is further **ORDERED, ADJUDGED, AND DECREED**, that Mr. Harper shall be awarded the following household furniture and furnishings, subject to any indebtedness thereon, free and clear of any interest of Ms. Harper:

a. Living Room couch and two chairs (presently in his possession)
b. Area rug
c. Two lamps
d. Fish tank and stand
e. Two curio cabinets
f. Refrigerator
g. Car top carrier (presently in Ms. Harper's possession)
h. Wood carving (presently in Ms. Harper's possession)

Ms. Harper shall be awarded the following household furniture and furnishings, free and clear of any interest of Mr. Harper:

a. Kitchen table and chairs
b. Water bed suite
c. Four watercolor and oil paints (2 of which are presently in the possession of Mr. Harper which he shall return)
d. Washer and dryer
e. Couch and chair (presently in her possession)

It is further **ORDERED, ADJUDGED, AND DECREED**, that Mr. Harper shall maintain at least a FIFTY THOUSAND DOLLAR ($50,000.00) term life insurance policy on his life with the minor children listed as irrevocable beneficiaries and Ms. Harper listed as irrevocable trustee with said proceeds to be used as child support in the event of Mr. Harper's untimely death. The obligation to provide and maintain this life insurance coverage for the benefit of the parties' minor children shall cease upon the youngest child attaining the age of eighteen (18) years or graduating from high school, whichever occurs last.

It is further **ORDERED, ADJUDGED, AND DECREED**, that Mr. Harper shall be awarded as his separate property, free and clear of any interest of Ms. Harper, the following items:

a. South Central Bell stock - 45 shares
b. 1984 Dodge Ram truck
c. Burial headstone (military)
d. Back lighted lamp picture, oil lamp, desk and chair, two round bedside tables, two square end tables, two light fixtures, floor lamp, and marble top coffee table
e. Two wood carvings
f. 26" Quasar television
g. Wood carving of four horses
h. Shelves (presently with Ms. Harper)
i. Mr. Harper's present bedroom suite
j. Two chandeliers

In the event there is any indebtedness associated with the above items,

RECORDER'S MEMO
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Mr. Harper shall be solely responsible for that indebtedness, holding Ms. Harper harmless from any liability thereon.

It is further **ORDERED, ADJUDGED, AND DECREED**, that in light of the division of property, Mr. Harper shall be solely responsible for the following marital debts, holding Ms. Harper harmless from any liability thereon:

a.	Harpeth Hills (to open gravesites)	approximate debt	$ 683.62
b.	Medic Count (doctor bills)		217.00
c.	Dr. Stevens (for son Isaac)		1,020.90
d.	Service Merchandise (Ms. Harper)		471.42
e.	Dr. Williams (Mr. Harper)		1,288.00
f.	Sears (Ms. Harper)		1,706.24
g.	Tennessee Telco Credit Union		3,684.00
h.	IRS (1991 taxes)		782.00
i.	Dr. Oliver (Adrian's braces)		1,744.00

Both parties agree and it is so ORDERED that there shall be no further charges by Ms. Harper on any of the above accounts and she shall destroy any credit cards in her possession associated with same.

It is further **ORDERED, ADJUDGED, AND DECREED**, that each party shall be responsible for the payment of their own attorneys fees and any Court costs in this cause shall be divided equally between the parties.

It is further **ORDERED, ADJUDGED, AND DECREED**, that the present residences of the parties are as follows:

Husband:	Wife:
Michael Wayne Harper	Donna Jean Harper
600 Bellevue Road	Route 14, Box 270
Nashville, TN 37221	Crossville, TN
(Davidson County)	(Cumberland County)

IT IS SO ORDERED.

ALL OTHER MATTERS ARE EXPRESSLY RESERVED.

ENTER this the 15 day of June, 1992.

T. W. Brothers

THOMAS W. BROTHERS, JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

Robert Todd Jackson

BY: ROBERT TODD JACKSON
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Michael Wayne Harper

MICHAEL WAYNE HARPER

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DONNA JEAN HARPER

34579

IDENTIF. TELETRENCE
AUG 6 3 05 PM '92

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PICK-UP

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 Court for Davidson County, Tennessee, on the* 15th *day of* JUNE, *19* 92, *in Case Number* 91D-1185 *between* MICHAEL WAYNE HARPER *Plaintiff, and* DONNA COWARD HARPER *Defendant, as same remains of record in Book* 45B, *Page* 232 *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* 6th *day of* AUGUST *in the year one thousand nine hundred and* NINETY-TWO *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By: _____ *D.C.*

Form #GR-117