67B/1063

IN THE PROBATE COURT FOR TENNESSEE
TWENTIETH JUDICIAL DISTRICT
AT NASHVILLE

92 MAY 29 PM 2:22

JAN G. PAONE

Plaintiff,

VS.

No. 91D-3735

MARK ANTHONY PAONE

Defendant.

BOOK 8721 PAGE 645

FINAL DECREE

This cause came on to be heard on the 11th day of May, 1992, before the Honorable Mark Fishburn, Special Judge of the Probate Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Plaintiff, Jan G. Paone, the order for default judgement heretofore entered, the testimony of the plaintiff and two witnesses in open Court, the statement of counsel for the plaintiff and the entire record in this cause; from all of which the Court finds as follows:

1. That the defendant, Mark Anthony Paone, is guilty of such Cruel and Inhuman Treatment against the plaintiff, Jan G. Paone, as would entitle her to an absolute divorce from the defendant, Mark Anthony Paone.

2. That the plaintiff, Jan G. Paone, is the fit and proper person to have sole custody of the parties' minor child, Leslie Mark Paone.

3. That in accordance with the Department of Human Services' guidelines, the defendant, Mark Anthony Paone, be required to pay child support in the sum of one thousand fifty ($1,050.00) dollars into the Davidson County Circuit Court Clerk's Office together with the five (5%) percent Clerk's commision with said payments to begin on the first day of each month commencing on the first day of the first month after this order is signed by the Court.

4. That the defendant, Mark Anthony Paone, be required to carry medical insurance (including dental and orthodontic) on the minor child and that the defendant pay the deductible on said insurance.

5. That the home of the parties located at 6069 Port Anadarko, Hermitage, Tennessee be awarded to the plaintiff, Jan G. Paone, and that the defendant be ordered to execute any and all documents necessary to effect said transfer.

6. That the defendant, Mark Anthony Paone, be required to hold the plaintiff harmless on any Internal Revenue Service tax liens now in existance or incurred by him in the future.

7. That the defendant be required to pay alimony directly to the plaintiff in the sum of five hundred ($500.00) per month for a period of three years, said alimony to commence on the first day of the first month after the signing of this order.

8. That the plaintiff, Jan G. Paone, be awarded the automobile currently in her possession, however, that she be required to hold the defendant harmless from any indebtness on said automobile and further that the defendant be required to execute any and all documents necessary to effect the transfer of title.

9. That each party is to retain any items of personal property that are currently in their possession.

A. N. Bowers
Attorney at Law
2525 Lebanon Road
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10. That each party shall pay the personal debts incurred in their name and hold the other party harmless on the same.

11. That the Attorney for the plaintiff, Anthony N. Bowers, be awarded an attorney fee in the amount of one thousand five ($1,500.00) dollars and that the defendant be assessed with the costs of this cause.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. That the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the plaintiff, Jan G. Paone, is hereby awarded an absolute divorce from the defendant, Mark Anthony Paone, upon the grounds of Cruel and Inhuman Treatment, and both are hereby restored to all the rights and privileges of unmarried persons.

2. That the plaintiff, Jan G. Paone, is the fit and proper person to have sole custody of the parties' minor child, Leslie Mark Paone.

3. That in accordance with the Department of Human Services' guidelines, the defendant, Mark Anthony Paone, be required to pay child support in the sum of one thousand fifty ($1050.00) dollaars into the Davidson County Circuit Court Clerk's Office, together with the five (5%) percent Clerk's commission, and that said payments are to begin on the first day of each month commencing on the first day of the first month after this order is signed by the Court.

4. That the defendant, Mark Anthony Paone, be required to carry medical insurance (including dental and orthodontic) on the parties' minor child and further that the defendant pay the deductible on said insurance.

5. That the home of the parties, located at 6069 Anadarko, Hermitage, Tennessee be awarded to the plaintiff, Jan G. Paone, and that the defendant be ordered to execute any and all documents necessary to effect said transfer.

6. That the defendant, Mark Anthony Paone, be required to hold the plaintiff harmless from any Internal Revenue Service tax liens now in existence or incurred by him in the future.

7. That the defendant be required to pay alimony direct to the plaintiff in the sum of five hundred ($500.00) dollars per month for a period of three years, said alimony to commence on the first day of the first month after the signing of this order.

8. That the plaintiff, Jan G. Paone, be awarded the automobile currently in her possession, however, that she be required to hold the defendant harmless from any indebtness on said automobile and further that the defendant be required to execute any and all documents necessary to effect the transfer of title.

9. That each party is to retain any items of personal property that are currently in their possession.

10. That each party shall pay the personal debts incurred in their name and hold the other party harmless on the same.

11. That Anthony N. Bowers, Attorney for the plaintiff, be awarded an attorney fee in the amount of one thousand five hundred ($1,500.00) dollars and that the defendant be assessed with the costs of this cause.

Enter this 29TH day of May, 1992.

Mark Fishburn

Mark Fishburn, Special Judge

A. N. Bowers
Attorney at Law
2525 Lebanon Road
Nashville, TN 37214
(615) 889-3228

APPROVED FOR ENTRY:

Anthony N. Bowers

Anthony N. Bowers
Attorney for Plaintiff
2525 Lebanon Road
Nashville, Tennesse 37214
(615) 889-322
Supreme Court No. 5870

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

CERTIFICATE

I hereby certify that a true and exact copy of the foregoing order was mailed, postage prepaid, to Mr. Mark Anthony Paone at 1405 Arbor Lake, Hermitage, Tennessee 37076 on this the 15th day of May, 1992.

Anthony N. Bowers

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* 29th *day of* May, *19* 92, *in Case Number* 91D-3735 *between* Jan G. Paone *Plaintiff, and* Mark Anthony Paone *Defendant, as same remains of record in Book* 67B, *Page* 1063 *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* September *in the year one thousand nine hundred and* Ninety-two *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

Richard Gill D.C.

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DESCRIPTION OF REAL PROPERTY AWARDED TO MRS. JAN G. PAONE PURSUANT TO A FINAL DECEE OF DIVORCE OF RECORD IN MINUTE BOOK 67B PAGE 1063 OF THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

Land in Davidson County, Tennessee being Lot no. 201 on the Plan of Lake Park, Section 13, as of record in Book 4955, page 97, Register's Office for said County.

Said Lot no. 201 fronts 49.69 feet on the southerly side of Port Anadarko Trail and extends back 142 feet on the westerly line to a dead line measuring 196.79 feet thereon.

Being the same property conveyed to Mark A. Paone and wife, Jan G. Paone by warranty deed from Donald K. Wolfe and wife, Courtney H. Wolfe, of record in Book 5870 Page 124, Register's Office for said County.

This conveyance is subject to an Owner's Certificate, 30-foot building set-back line from Port Anadarko Trail, 5 x 30 foot anchor easement, 10-foot public utilities, and drainage easement, a sewer easement, all as shown on the plan of Lake Park Subdivision, recorded in Book 4955, Page 97, Register's Office for said County; and restrictive covenants of record in Book 5187, Page 711, Register's Office for said County.