IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MICHAEL RAY PARIS,

Husband,

v. NO. 91D-2969

VICKI L. PARIS,

Wife.

FINAL DECREE

This cause came on to be heard on the 21st and 24th days of July, 1992, before the Honorable Harry S. Lester, Special Judge for the Fourth Circuit Court of Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Husband, Michael Ray Paris; Answer to the Complaint filed by the Wife, Vicki L. Paris; testimony of the parties; testimony of the parties' respective witnesses; argument of counsel; submission of various written exhibits by Husband; various stipulations by the parties; stipulation by the parties pursuant to T.C.A. §36-4-129, that Husband is entitled to an absolute divorce on the grounds of Wife's cruel and inhuman treatment; statements of the Court, and the entire record in this cause, from all of which the Court is of the opinion and finds as follows: IT IS THEREFORE:

ORDERED, ADJUDGED, AND DECREED, by the Court that based on a stipulation between the parties pursuant to T.C.A. §36-4-129, the Husband, Michael Ray Paris, shall be entitled to an absolute divorce on the grounds of Wife, Vicki L. Paris', cruel and inhuman treatment such that the bonds of matrimony heretofore subsisting between the parties is 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, by stipulation between the parties that the absolute care, custody, and control of the parties' minor son, Michael Ray Paris, Jr., whose date of birth is January 15, 1979, shall be awarded to Husband, Michael Ray Paris. It is further stipulated between the parties that the absolute care, custody, and control of the parties' minor daughter, Andrea Lynn Paris, whose date of birth is June 26, 1981, shall be awarded to Wife, Vicki L. Paris. The Court specifically finds that in light of the visitation

schedule to be set out herein, and testimony of the parties, that such an award of custody is in the manifest best interest and welfare of both minor children.

It is further ORDERED, ADJUDGED, AND DECREED, and is stipulated between the parties, that Husband shall pay directly to Wife the sum of FOUR HUNDRED EIGHT DOLLARS AND TWENTY-FOUR CENTS ($408.24) as child support for the parties' minor daughter, beginning August 1, 1992, and every month thereafter. Husband's child support payments shall be due on the first day of each month hereafter, and continuing until the daughter attains the age of eighteen (18) years or graduates with her class from high school, whichever is the latter event to occur. Both parties acknowledge that this amount of child support is consistent with Court approved child support guidelines and represents twenty-one percent (21%) of Husband's monthly net income.

It is further ORDERED, ADJUDGED, AND DECREED, and is stipulated between the parties, that Wife shall pay directly to Husband the sum of TWO HUNDRED ELEVEN DOLLARS AND SIXTY-EIGHT CENTS ($211.68) as child support for the parties' minor son, beginning August 1, 1992, and every month thereafter. Wife's child support payments shall be due on the first day of each month hereafter, and continuing until the son attains the age of eighteen (18) years or graduates with his class from high school, whichever is the latter event to occur. Both parties acknowledge that this amount of child support is consistent with Court approved child support guidelines and represents twenty-one percent (21%) of Wife's monthly net income.

It is further ORDERED, ADJUDGED, AND DECREED, that each party shall provide and maintain major hospitalization and health insurance coverage for the benefit of each child. It is further ORDERED that any uncovered medical, dental, optometry, orthopedic, psychiatric, psychological, or prescription drug expense for the minor child in that party's custody, not covered by that party's insurance, shall be the responsibility of that party.

It is further ORDERED, ADJUDGED, AND DECREED, that each party shall be awarded every other weekend visitation with the minor children from Friday at 6:00 p.m. until the following Sunday at 6:00 p.m. It is

further agreed between the parties that both children shall visit together on the same weekends on the alternate weekend's visitation so that the minor children are always together each weekend of each month. Wife shall be awarded visitation with the minor children on Mother's Day from 9:00 a.m. until 6:00 p.m. and the Husband shall be awarded visitation with the minor children each Father's Day from 9:00 a.m. until 6:00 p.m. Each party shall be awarded one (1) week of visitation with the children each Christmas, beginning with the Christmas of 1992, and alternating that week every Christmas hereafter. The Christmas periods shall run from December 17th at 6:00 p.m. until December 24th at 6:00 p.m., and December 24th at 6:00 p.m. until January 1st at 6:00 p.m. It is the intent of the Court and the parties that the children be together during the Christmas visitation for both weeks. It is further agreed between the parties that each party shall be awarded alternating major holiday visitation with the minor children, including Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and one-half (1/2) of each child's birthday.

It is further **ORDERED AND AGREED** between the parties that Husband shall have the entire month of July for summer visitation with the daughter and son together, and Wife shall have the entire month of June for summer visitation with the son and daughter together.

It is further **ORDERED, ADJUDGED, AND DECREED**, and based upon the Memorandum issued by the Court on July 29, 1992, which is incorporated herein as if copied verbatim (a copy of which is attached hereto as EXHIBIT A), that the real property of the parties located at 214 Beverly Drive, Madison, Davidson County, Tennessee, shall be awarded to Husband and his mother, Wanda Holroyd, who has a tenant-in-common interest in said property. The Court specifically finds that this action is taken to protect Ms. Holroyd's loan in the amount of THIRTY-NINE THOUSAND THREE HUNDRED DOLLARS ($39,300.00) and to deny the claim of TEN THOUSAND DOLLARS ($10,000.00) alleged by Wife. The Court finds that the marital residence has negative equity, and more than sufficient proof was presented by Husband to show that there was no equity after Ms. Holroyd's interest was demonstrated in the property.

It is further **ORDERED** that any right, title, and interest in the

said property shall be divested out of Wife, Vicki L. Paris, and all interest shall be awarded to Husband, Michael R. Paris, subject to Ms. Wanda L. Holroyd's interest therein, the same being:

> LAND in Davidson County, Tennessee, being Lot No. 42, Blair Heights, Section 3, as of record in Book 2133, page 104, Register's Office for said County.
>
> SAID Lot No. 42 fronts 155 feet on the westerly side of Beverly Drive running back 266.19 feet on the northerly line and 269.04 feet on the southerly line to a dead line measuring 143.3 feet thereon.
>
> BEING the same property conveyed to Michael R. Paris, et ux, from Joe W. Higgins, et ux, of record in Book 7475, page 825, Register's Office for Davidson County, Tennessee.

This is improved property known as 214 Beverly Drive, Madison, Davidson County, Tennessee 37115.

It is further ORDERED that Husband shall assume any indebtedness on the marital residence, and hold Wife harmless from any liability thereon, including the loan from Ms. Holroyd.

It is further ORDERED, ADJUDGED, AND DECREED, that Husband's trial exhibit #8, "HUSBAND'S PROPOSED DIVISION OF MARITAL ASSETS AND LIABILITIES," shall be adopted by the Court and represents a fair distribution of the marital assets, and is therefore, made an ORDER of the Court. Both parties are awarded a tenant-in-common interest in the Dolphin Beach Club time share until said property is sold. Husband is hereby ORDERED to place the Dolphin Beach Club time share on the open market for sale as soon hereafter as possible. Both parties shall be equally responsible for the payment of any expense associated with the time share beginning August, 1992. Any proceeds realized from the sale of the property after commission fees, shall be split equally between the parties. Both parties are hereby ORDERED to cooperate with one another in the signing of any instruments necessary to effectuate a sale of the said time share so that it may be sold immediately. The time share description is as follows:

> LAND in Volusia County, Florida, as follows:
>
> UNIT Week(S) No(s). 10 in Condominium Parcel 11A of Dolphin Beach Club, a Condominium, according to the Declaration of Condominium and exhibits thereof, as recorded in Official Records Book 2250 at Page 1961 and according to the Condominium Plat thereof recorded in Map Book 37 at Page 151, all recorded in the Public Records of Volusia County, Florida, and all amendments thereto.

BEING the same property conveyed to Michael R. Paris and Vicki L. Paris, husband and wife, by Warranty Deed from Resort Enterprises, a Florida Partnership, of record in Book 2936, Page 1986, Volusia County, Florida. This transfer is being made to Husband, Michael R. Paris, pursuant to the Final Decree of Divorce entered in this cause in the Fourth Circuit Court for Davidson County, Tennessee, docket number 91D-2969, to facilitate the sale of said property.

It is further **ORDERED, ADJUDGED, AND DECREED**, that Husband shall be awarded the 1991 Ford Aerostar van, free and clear of any interest of Wife, and subject to any indebtedness thereon. It is further ORDERED that Husband shall be awarded the 1989 Volkswagen Fox automobile, free and clear of any interest of Wife, subject to any indebtedness thereon, and he shall hold Wife harmless from any liability thereon. It is further ORDERED that Husband shall be awarded the pop-up camper, his Metro Pension and Metro Credit Union Savings Accounts, the Woodman Life Insurance policy, certificate number 4777457, and any cash value thereof, his Christmas Club account, and the Tandy 1000 TX computer, free and clear of any interest of Wife and subject to any indebtedness thereon.

It is further ORDERED that Wife, in addition to one-half (1/2) of the net equity from the sale of the Dolphin Beach time share interest shall be awarded all interest in her UPS Thrift Plan, and the 1988 Volkswagen Fox automobile, free and clear of any interest of Husband, subject to any indebtedness thereon. It is further ORDERED that Wife shall be awarded all interest in her Woodman Life Insurance policy, certificate number 4777458, her Parcel Employees Credit Union account and her Christmas Club account, free and clear of any interest of Husband.

It is further **ORDERED, ADJUDGED, AND DECREED**, that Husband's trial exhibit #8, "HUSBAND'S PROPOSED DIVISION OF MARITAL ASSETS AND LIABILITIES," represents a fair division of the marital debt and Husband is ORDERED to pay the indebtedness owed to Sears, Metro Credit Union, First Select Visa, and Shell Oil Company, holding Wife harmless from any liability thereon. Each party shall be solely and separately responsible for any other indebtedness incurred in their separate names, holding the other party harmless as to any other debt not specifically mentioned.

It is further **ORDERED, ADJUDGED, AND DECREED**, that Husband's trial

exhibit #7, "HUSBAND'S PROPOSED DIVISION OF HOUSEHOLD FURNITURE AND FURNISHINGS," also represents a fair distribution of those said items and as such, shall be incorporated as if copied verbatim herein and made an ORDER of the Court. Attached hereto as EXHIBIT B is Husband's PROPOSED DIVISION OF HOUSEHOLD FURNITURE AND FURNISHINGS which said items shall be awarded to the party as proposed by Husband, with the exception of the Nashville "Candyland" picture, item #16 on Husband's list, which shall be awarded the property of Wife. In the event there is any debt associated with any of the items listed on trial exhibit #7, the party receiving said item shall be solely responsible for the said indebtedness, holding the other party harmless from any liability thereon.

It is further ORDERED, ADJUDGED, AND DECREED, that any Court costs assessed in this cause shall be paid equally by the parties, one-half and one-half, from all of which let execution issue if necessary.

It is further ORDERED, ADJUDGED, AND DECREED, that each party shall be responsible for the payment of their own respective attorney's fees.

It is further ORDERED, ADJUDGED, AND DECREED, and it is affirmatively acknowledged by the parties, pursuant to the provisions of T.C.A. §36-5-101(h), that no action by the parties 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 Husband shall be awarded the following separate property as set forth on Husband's trial exhibit: desk (pressboard), wooden filing cabinet, Father Ryan picture, and the Kawasaki motorcycle, free and clear of any interest of Wife.

It is further ORDERED, ADJUDGED, AND DECREED, that the addresses of the parties presently are as follows:

Michael Ray Paris
214 Beverly Drive
Madison, TN 37115

Vicki L. Paris
214 Beverly Drive
Madison, TN 37115

IT IS SO ORDERED.

ENTER this the 27 day of August, 1992.

HARRY S. LESTER, SPECIAL JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT TODD JACKSON
P.R. #13566
ATTORNEY FOR PLAINTIFF
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

7905 10/06 0101 03CHECK 36.00

BY: LARRY J. DEWANE
P.R. #5792
ATTORNEY FOR DEFENDANT
207 Third Avenue North
3rd Floor
Nashville, Tennessee 37201-1610
615/244-2445

CLERK & MASTER REFERENCE

5 2 3 0 9

MAIL ENV.

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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* TWENTY EIGHTH *day of* AUGUST, *19* (@, *in Case Number* 91D-2969 *between* MICHAEL RAY PARIS *Plaintiff, and* VICKI L. PARIS *Defendant, as same remains of record in Book* 209A, *Page* 177 *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* OCTOBER *in the year one thousand nine hundred and* NINETY-TWO *and in the* 217 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eldridge *D.C.*

Form #GR-117

EXHIBIT A

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 8749 PAGE 659

MICHAEL RAY PARIS,

Plaintiff,

vs.

VICKI L. PARIS,

Defendant.

NO. 91D-2969

MEMORANDUM

After a careful review of the entire record in this cause, the Court concludes as follows:

1. All Stipulations entered into by the parties are approved. Grounds for divorce amended to reflect Cruel and Inhuman Treatment.

2. The real property at 214 Beverly Drive, Madison, Tennessee 37115, should be vested in Michael Ray Paris and his mother, Wanda Holyroyd. This action is taken to protect Mrs. Holyroyd's loan in the amount of $39,300.00 and to deny the claim of $10,000.00 alleged by Vickie L. Paris.

3. Exhibit #8 -- Husband's Proposed Division of Marital Assets and Liabilities -- represents a fair distribution of the marital assets (with the exception of furniture and furnishings), and is, therefore, to be made an Order of the Court.

4. Exhibit #7 -- Husband's Proposed Division of Household Furniture and Furnishings -- also represents a fair distribution and is made an Order of the Court. However, the Candyland picture will vest in Vicki L. Paris.

5. Insurance -- Both parties will maintain insurance coverage through their employment, but in the event medical coverage is over and above their coverage, then the party having custody will pay said overage.

6. The costs shall be paid jointly by the parties (1/2 and 1/2).

7. The parties will pay their respective attorneys fees.

Enter an Order accordingly.

Harry S. Lester

HARRY S. LESTER, SPECIAL JUDGE

7/29/92

EXHIBIT B

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MICHAEL RAY PARIS,

Husband,

v.

VICKI L. PARIS,

Wife.

BOOK 8749 PAGE 651

No. 91D-2969

HUSBAND'S PROPOSED DIVISION OF HOUSEHOLD FURNITURE AND FURNISHINGS

I.

PROPOSED AWARD TO HUSBAND

ITEM		FMV
1.	Refrigerator	$ 600
2.	Book Shelf	50
3.	45" Color Television	750
4.	Toshiba VCR	100
5.	Two Speakers	25
6.	Queen Size Headboard with Double Drawers	500
7.	Olympic 35 mm Camera and Accessors	300
8.	19" Emerson Color Television	80
9.	5" Color Television	80
10.	Washer and Dryer	400
11.	Murray 36" Riding Lawn Mower	450
12.	Sears Weed Eater	150
13.	Assorted Power Tools	250
14.	Tent	100
15.	Camping Gear	100
16.	Nashville Candyland Picture	80
17.	Scuba Gear	500
	TOTAL	$ 4,515

II.

PROPOSED AWARD TO WIFE

ITEM		FMV
1.	Kitchen Table	$ 100
2.	Wine Rack	25
3.	Entertainment Center	100
4.	G. E. VCR	100
5.	G.E. VCR Camera	300
6.	Fuji 35 mm Camera	75
7.	19" Zenith Color Television	80
8.	Electro Lux Vacuum Cleaner	600
9.	Telephone Answering Machine	100
10.	Small Wooden Bookcase	25
11.	Living Room Lamp	15
12.	2 Pictures of Paris	160
13.	Cumberland Picture	80
14.	Everglade Picture	80
15.	Lawn Furniture	50
16.	Gas Grill	200
17.	Couch and Loveseat	600
18.	Pioneer Steroe and Receiver	200
19.	Dining Room Table and Chairs (Windsor)	1000
20.	Dry Sink	400
	TOTAL	$ 4,290

[redacted]