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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TERRI RENEA GARNER,]
]
Counterplaintiff,]
]
vs.] No. 88D-2612
]
LARRY DALE GARNER,]
]
Counterdefendant.]

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FINAL DECREE

The above-styled cause came on to be heard on the 26th day of February, 1991, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee. The original Complaint filed by the Plaintiff Larry Dale Garner, hereinafter referred to as Husband, whose address is Apartment D-52, 415 W. Northfield, Murfreesboro, Tennessee 37129, was withdrawn by Husband's counsel and the trial proceeded in this cause upon the Countercomplaint and Amendment for Absolute Divorce of Terri Renea Garner, hereinafter referred to as Wife, whose address is 2203 Rosehaven Drive, Nashville, Tennessee 37211.

Upon the stipulations of counsel, the testimony of the parties, the stipulated testimony of Wife's parents, Mr. and Mrs. Bobbie Pennington, and the exhibits entered in this cause, the Court makes the following findings: Wife is entitled to a divorce from her husband from the bonds of matrimony on grounds of cruel and inhuman treatment in accordance with Tennessee Code Annotated, §36-4-129; that Wife is the fit and proper person to have the care, custody, and control of the parties' minor daughters, and that visitation should be set in accordance with the times as stipulated by the parties; Husband should pay child support to Wife the amount of $685.00 per month, which support is in accordance with the Child Support Guidelines based upon his regular pay received twice monthly; that Husband has consistently received annual bonus pay over the past several years and that he should further pay to Wife as child support 32% of any bonus which he receives from his employment; that Husband has health and dental insurance for the family which should be maintained by him on the parties' minor

children with Husband paying all deductibles and that Wife should sign all necessary papers to effect a conversion of the insurance which presently covers Wife, and Husband should pay the premiums of $110.00 for 36 months for said insurance with Husband being liable for expenses which would have been covered by said insurance if he should let insurance lapse and Husband shall furnish proof of all insurance coverages to Wife; that there has heretofore been a division of certain personal property of the parties including household furniture and furnishings and vehicles, and that each party should be awarded such property as is presently in his or her possession; the remaining marital property consists of Husband's pension plan with Whirlpool Corporation and homeplace located at 2203 Rosehaven Drive, Nashville, Tennessee 37211, which is in dire need of repair; Husband has testified that he capable of making and is willing to make the repairs to the utility room and roof at the parties' residence and that he should make said repairs furnishing the labor and materials required at his expense within 90 days; that Wife cannot obtain similar housing at a comparable cost in which to rear the parties' minor daughters, and that Husband's equity in same should be awarded to Wife as her alimony in solido subject to the 1st and 2nd mortgages; that any interest Wife has in Husband's pension plan should be awarded to Husband and vest solely in him; that Husband has two policies with Prudential Insurance Company in the total amount of $50,000.00 and that Husband should pay the policy premiums and name Wife as beneficiary until their last child shall reach her majority age; that there is a substantial disparity in the parties' income; that Wife has worked as a part-time sales clerk during the marriage but that Wife has primarily been the homemaker and caregiver of the parties' minor daughters so that she is in need of rehabilitative alimony and Husband is able to pay $300.00 per month for a five-year period; both parties have acknowledged in their testimony that each are liable on a debt to Mr. and Mrs. Bobbie Pennington in a remaining balance of $12,400.00 which was used by the parties as

a down payment on the parties' homeplace and, therefore, either or both parties are liable on said debt so that Mr. and Mrs. Pennington may proceed to collect same through litigation, but that if Wife decides to sell the homeplace then any balance remaining on the loan should be paid from the proceeds from said sale; that Husband should pay $1,250.00 toward Wife's reasonable attorney's fees in this cause.

It is, therefore, ORDERED, ADJUDGED, and DECREED that a divorce from the bonds of matrimony is granted to Wife from her husband on grounds of cruel and inhuman treatment in accordance with Tennessee Code Annotated, §36-4-129, and that the bonds of matrimony heretofore existing and subsisting between the parties be and are hereby perpetually dissolved and Wife is restored to all rights and privileges of an unmarried person.

It is ORDERED, ADJUDGED, and DECREED that Wife shall have the care, custody, and control of the parties' minor daughters with Husband having visitation from 4:30 p.m. on Friday until 4:30 p.m. on Sunday on alternate weekends; alternate holidays of New Year's Day, Memorial Day, Fourth of July, and Labor Day; Wife shall have the children every Easter with Husband having visitation with children every Saturday before Easter; Wife shall have children on Thanksgiving Day and Husband shall have children the Saturday before Thanksgiving Day; Wife shall have the children Christmas Eve until 12:00 noon on Christmas Day and Husband shall have the children every Christmas Day beginning at 12:00 noon until December 28th at 6:00 p.m.; Children shall spend two weeks of their summer vacation with Husband being one week in June and one week in August;

It is ORDERED, ADJUDGED, and DECREED that Husband shall pay to Wife the amount of $685.00 per month as child support, payable in two payments of $342.50 on the 1st and 15th of each and every month beginning March 1, 1991, and that said support shall not be reduced or prorated until further Orders of this Court.

It is further ORDERED, ADJUDGED, and DECREED that Husband pay to Wife 32% of any bonus which he receives from his employment as child support and furnish to Wife proof thereof.

It is ORDERED, ADJUDGED, and DECREED that Husband shall carry and maintain health and dental insurance on the parties' minor children and pay all deductibles thereon.

It is ORDERED, ADJUDGED, and DECREED that Wife shall sign all the necessary papers to effect a conversion of the insurance which presently covers Wife, and Husband shall pay the premiums thereon in the amount of $110.00 for a period of 36 months and shall furnish Wife proof of coverage. Should Husband fail to keep said insurance in full force and effect, Husband shall be liable for Wife's expenses which would have been covered by said insurance had Husband not let same lapse.

It is ORDERED, ADJUDGED, and DECREED that the household furniture and furnishings presently in the possession of each shall be awarded to the party having possession, and Husband is awarded the 1987 Dodge Dakota pickup truck and his pension plan with Whirlpool Corporation, and Wife is awarded the 1983 Chevrolet Celebrity automobile.

It is ORDERED, ADJUDGED, and DECREED that Husband shall make repairs to the utility room and roof at the parties' residence furnishing the labor and materials required at his expense within 90 days.

It is further ORDERED, ADJUDGED, and DECREED that the marital homeplace at 2203 Rosehaven Drive, Nashville, Tennessee 37211 shall be divested out of Husband and shall vest solely in Wife being the same property being conveyed to Larry Garner and wife, Terri Garner from Fred O. McCrary and wife, A. McCrary and described as follows to wit:

> BEING Lot No. 43 on the Plan of Hurdwood Heights, Section 2, of record in Plat Book 2330, page 38, said Register's Office, to which plan reference is made for a more complete description.
>
> BEING the same property conveyed to Larry Garner and wife, Terri Garner by deed from Fred O. McCrary and wife, Christine A. McCrary of record in Book 5703, page 502, Register's Office for Davidson County, Tennessee.

It is ORDERED, ADJUDGED, and DECREED that Wife shall be responsible for the payments on the first and second mortgages which are secured by said homeplace and hold Husband harmless thereon; and should Wife sell said real estate before the debt in the amount of $12,400.00 to Mr. and Mrs. Pennington shall have been paid in full by either or both parties, then Wife shall pay the balance of said monies owed to Mr. and Mrs. Pennington from the proceeds of the sale of the home.

It is ORDERED, ADJUDGED, and DECREED that Husband maintain the policies with Prudential Insurance Company insuring his life in the total amount of $50,000.00, paying the policy premiums therefor and Husband shall name Wife as his beneficiary of said policies until their last child shall attain age 18.

It is ORDERED, ADJUDGED, and DECREED that Husband pay to Wife the amount of $300.00 per month payable $150.00 on the 1st and 15th of each and every month beginning March 1, 1991, for a period of 5 years as rehabilitative alimony.

It is ORDERED, ADJUDGED, and DECREED that Husband pay to Wife the amount of $1,250.00 for her reasonable attorney's fee, and the costs of this cause, for which execution may issue if necessary.

ENTER this 8th day of March, 1991.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

MARY ANN REESE, #7190
Attorney for Wife
3805 Gallatin Road
Nashville, TN 37216
Phone: (615) 228-2502

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed, postage prepaid, to Mr. Frank M. Fly, Attorney for Husband, 301 North Spring Street, P.O. Box 398, Murfreesboro, Tennessee 37133-0398, this 28 day of February, 1991.

MARY ANN REESE

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REFERENCE

Mail
Terri Garner
2203 Roschaven Dr.
37211

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* 8th *day of* March, *19* 91, *in Case Number* 88D-2612 *between* Terri Renea Garner *Plaintiff, and* Larry Dale Garner *Defendant, as same remains of record in Book* 194C, *Page* 2186 *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* 31st *day of* March *in the year one thousand nine hundred and* Ninety Three *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Bill Riggs *D.C.*

Form #GR-117