V. 146B1898

C96-02-C

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE C68.CC

MELISSA SEPULVEDA)
)
v.) No. 92D-788
)
WALDEMAR "JOE" SEPULVEDA)

1992 NOV 23 AM 10 41

D.C.

FINAL DECREE OF DIVORCE BOOK 9105 PAGE 483

This cause came on to be heard upon the 27th day of October, 1992, before the Honorable Marietta Shipley, Judge of the Second Circuit Court, upon the pleadings heretofore filed in this cause, statement of counsel for the parties, stipulations and agreements of the parties announced in open court, and the entire record. From all of which, the Court finds that the marriage of the parties should be dissolved; that the agreements and stipulations of the parties should be affirmed and made the judgment of the Court; that the Wife should be awarded custody of the two (2) minor children of the parties; that the Husband should have visitation at all reasonable times and places; that the Husband should pay child support to the Wife in the amount of Three Hundred Fifty ($350.00) Dollars per month commencing November 15, 1992, which amount complies with the Tennessee Department of Human Services Child Support Guidelines so far as the Husband's current earning capacity can be accurately ascertained; that the Wife should be awarded a lien against the Husband's share of his IRA's to secure future child support which lien should be released if the Husband pays child support timely for twelve (12) consecutive months; that the Wife should be awarded the marital residence located at 2851 Blue Brick Drive, Nashville, TN 37214; that the Husband should bring the first and second mortgages on the marital residence current as of October 31, 1992, that the Wife should be responsible for the mortgage payments thereafter, and that the Husband should vacate the premises by the end of Wednesday, November 4, 1992; that the property and debts of the parties should be divided; that as alimony to the Wife, the Husband should be required to pay the joint obligation to Dominion Bank; that the parties should each pay their own attorney fees; and that the court costs should be taxed equally to the parties.

It is therefore ORDERED, ADJUDGED AND DECREED, pursuant to T.C.A. § 36-4-129, that the marriage heretofore subsisting between the parties, Melissa Sepulveda and Waldemar "Joe" Sepulveda, should be and is hereby dissolved and that the parties should be and are hereby restored to all of the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the Wife, Melissa Sepulveda, should be and is hereby awarded exclusive care, custody and control of the two (2) minor children of the parties, to wit, Emanuel Luke Sepulveda (d.o.b. 11/28/77) and Clifton Prowell Sepulveda (d.o.b. 6/28/79).

It is further ORDERED, ADJUDGED AND DECREED that the Husband, Waldemar "Joe" Sepulveda, should be and is hereby awarded visitation with the said two (2) minor children of the parties at all reasonable times and places, including reasonable telephone visitation.

It is further ORDERED, ADJUDGED AND DECREED that the Husband, Waldemar "Joe" Sepulveda, should be and is hereby ordered to pay to the Wife, Melissa Sepulveda, as reasonable child support for the two (2) minor children of the parties, the sum of Three Hundred Fifty ($350.00) Dollars per month, commencing November 15, 1992, with a like amount due and payable on the 15th of each month thereafter. The child support shall not be reduced or prorated except upon further orders of the Court.

It is further ORDERED, ADJUDGED AND DECREED that the Wife, Melissa Sepulveda, should be and is hereby granted a lien on the Husband's share of his Golden Rule Insurance Company IRA's, account numbers L58016470 and L58518570, as set out more specifically hereinafter, for the purposes of securing future child support. It is further ORDERED that the said lien shall stay in effect until the Husband pays child support in full, in a timely manner, in compliance with this Order, for twelve (12) consecutive months.

It is further ORDERED, ADJUDGED AND DECREED that the Wife, Melissa Sepulveda, should be and is hereby awarded the marital

residence located at 2851 Blue Brick Drive, Nashville, TN 37214, as her sole property, free and clear of any interest or claim of the Husband, and any interest of Waldemar "Joe" Sepulveda in the said real property should be and is hereby divested from him and reinvested in the Wife, Melissa Sepulveda, so that Melissa Sepulveda shall own the same, free and clear of any interest or claim of the Husband. The said real property is more particularly described as follows:

> Being the northerly parts of Lots Nos. 1 and 2 of the Map of Section 1, Cloverbottom Subdivision, as of record in Book 1424, page 50, Register's Office for Davidson County, Tennessee, and described as follows:
>
> Beginning at a point in the southwest intersection of Stewart's Ferry Road and the Tennessee-Central Railroad right-of-way; thence with the margin of said railroad right-of-way southwesterly 159.5 feet to a point; thence northwesterly 235 feet, more or less, to the easterly margin of Blue Brick Drive; thence with the margin of the same, northerly 84.95 feet to the beginning of a curve; thence with said curve northeasterly 32.5 to the southerly margin of Stewarts Ferry Road; thence with the margin of the same, easterly 290 feet to the beginning.
>
> Being the same property conveyed to Waldemar J. Sepulveda and wife, Melissa P. Sepulveda by deed from Dennis L. Waller and wife, Rebecca J. Waller, of record in Deed Book 6412, page 746, and Deed Book 6417, page 86, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 2851 Blue Brick Drive, Nashville, TN 37214.

It is further ORDERED, ADJUDGED AND DECREED that the Husband, Waldemar "Joe" Sepulveda, should be and is hereby ordered to vacate the aforesaid marital residence by the end of the day on Wednesday, November 4, 1992.

It is further ORDERED, ADJUDGED AND DECREED that the Husband, Waldemar "Joe" Sepulveda, should be and is hereby ordered to bring the two (2) mortgages on the aforesaid marital residence current through October 31, 1992, which payments shall be made from his Allied Advertising checking and/or savings accounts, by November 27, 1992, and that he shall indemnify and hold the Wife harmless thereon. It is further ORDERED, ADJUDGED AND DECREED that the Wife, Melissa Sepulveda, should be and is hereby ordered to be solely responsible for the two (2) mortgages on the aforesaid marital residence from and after November 1, 1992, and that she should be and is hereby ordered to indemnify

and hold the Husband harmless thereon.

It is further ORDERED, ADJUDGED AND DECREED that the Wife should be and is hereby awarded the following as her sole and separate property, free and clear of any interest or claim of the Husband: the 1982 Volvo automobile, subject to the lien thereon; the Wife's personal checking and/or savings accounts; the Wife's Texas Credit Union account in the approximate amount of $3,700.00; her jewelry; the golf cart; the camcorder; and the stove, refrigerator, various dishes, assorted pictures, stereo/cassette system (cheap), buffet, kitchen table and three (3) chairs, living room rug, Cliff's stereo and trophies, Luke's waterbed, stereo and t.v., linens and towels, the inoperable t.v., one (1) telephone, push lawnmower, shovels and rakes, and the VCR; and any interest of the Husband in the aforesaid personal property should be and is hereby divested from him and reinvested in the Wife.

It is further ORDERED, ADJUDGED AND DECREED that the Husband should be and is hereby awarded the following items as his sole and separate property, free and clear of any interest or claim of the Wife: the 1982 Mercedes automobile, subject to encumbrances if any; the balance remaining in the Husband's Allied Advertising checking and savings accounts after payments on the arrearages of the first and second mortgages as set out more specifically hereinabove; all golf equipment except the golf cart; his jewelry; the power tools; the Husband's books, C.D.'s and tapes; the operable t.v.; and the Husband's Allied Advertising office equipment consisting of a computer, copy machine, fax phone, small stereo, five (5) sets of shelving, desk, typewriter, chair, two (2) large file cabinets and two (2) small file cabinets, and good quality stereo equipment; and any interest of the Wife in the aforesaid personal property should be and is hereby divested from her and reinvested in the Husband.

It is further ORDERED, ADJUDGED AND DECREED that the Husband's IRA's at Golden Rule Insurance Company, Golden Rule Bldg., 7440 Woodland Drive, Indianapolis, Indiana 46278-1719, account numbers L58016470 and L58518570, in the approximate total

amount of $29,000.00, should be and are hereby divided between the parties. It is ORDERED, ADJUDGED AND DECREED that the Wife, Melissa Sepulveda, should be and is hereby awarded the sum of $12,650.00 from the said IRA accounts as her sole and separate property, free and clear of any interest or claim of the Husband, and the Husband, Waldemar "Joe" Sepulveda, should be and is hereby awarded as his sole and separate property the balance remaining in the said accounts, free and clear of any interest or claim of the Wife.

It is further ORDERED, ADJUDGED AND DECREED that the Wife, Melissa Sepulveda, should be and is hereby ordered to be solely responsible for the following debts, and to indemnify and hold the Husband harmless thereon: the lien on her automobile in the approximate amount of $3,000.00; the first and second mortgages on the marital residence from and after November 1, 1992; and her personal credit cards in the approximate amount of $6,000.00.

It is further ORDERED, ADJUDGED AND DECREED that the Husband, Waldemar "Joe" Sepulveda, should be and is hereby ordered to be solely responsible for the following debts, and to indemnify and hold the Wife harmless thereon: the arrearages on the first and second mortgages encumbering the marital residence so that the same are both current through October 31, 1992; all credit cards in the name of the Husband and/or the name of Allied Advertising Company in the approximate amount of $20,000.00, including particularly Chrysler First Financial account number 031009390 and the Nations Bank account number 7070101137590; his personal and business American Express cards; his MasterCard and Visa credit cards; and all other consumer credit debt in his name or the name of Allied Advertising Company.

It is further ORDERED, ADJUDGED AND DECREED that the Husband, Waldemar "Joe" Sepulveda, should be and is hereby ordered to be solely responsible for the parties' Dominion Bank note, account number 4361-891-258-107, in the approximate amount of $7,480.12, and that the Husband should be and is hereby ordered to indemnify and hold the Wife harmless thereon. The Court further finds and specifically ORDERS that the aforesaid

payments on the Dominion Bank note should be and are hereby ordered to be paid by the Husband as alimony, for the necessary support of the Wife, Melissa Sepulveda.

It is further ORDERED, ADJUDGED AND DECREED that the parties should be and are hereby MUTUALLY ENJOINED from coming about the other for purposes of harming, harassing, threatening or intimidating the other.

It is further ORDERED, ADJUDGED AND DECREED that the parties should be and are hereby ordered to pay their own attorney fees for representation in this cause.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause should be and is hereby taxed equally to the parties, for which let execution issue if necessary. The current addresses of the parties are as follows:

Wife	Husband
Melissa Sepulveda 2851 Blue Brick Drive Nashville, TN 37214	Waldemar Joe Sepulveda Lincoya Bay Apts. 1050 Pleasant Hill Rd. Nashville, TN 37214

It is further ORDERED, ADJUDGED AND DECREED that the Wife should be and is hereby restored to her maiden name of Prowell so that her legal name shall be Melissa Ann Prowell.

ENTER this 20th day of November 1992, nunc pro tunc to the date of hearing, October 27, 1992.

JUDGE

APPROVED FOR ENTRY:

MARY ARLINE EVANS
ATTORNEY FOR WIFE
214 Third Avenue North
P. O. Box 3348
Nashville, TN 37219-0348
(615) 244-2070
Sup. Court Reg. No. 12067

CERTIFICATE OF SERVICE

I hereby certify that the foregoing has been forwarded to Morris Levine, Attorney for Husband, Levine and Levine, 1119 Stahlman Building, 211 Union Street, Nashville, TN 37201, this the 17th day of Nov., 1992.

MARY ARLINE EVANS

STATE OF TENNESSEE

I, **RICHARD R. 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 _SECOND Circuit Court for Davidson County, Tennessee, on the _23 day of _NOVEMBER , 19 _92 , in the Case Number _92D788 between _SEPULVEDA, MELISSA Plaintiff, and _SEPULVEDA, WALDEMAR JOE Defendant,

BOOK 9105 PAGE 489

as same remains of record in Book 1468 , Page _898 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 _05 day of _OCTOBER in the year one thousand nine hundred and _ninety-three and in the _218th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

93 OCT -5 PM 2:02

70803

IDENTIFICATION REFERENCE

MAIL ENV.

8268 10/05 0101 02CHECK 28.00