FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE

RICHARD R. ROOKER, CLERK

ANTHONY LEE EDEN,
PLAINTIFF

VS

CHERYL ANN EDEN,
DEFENDANT

D.C.

DOCKET NO. 92D-3002

NOTICE OF ENTRY REQUIRED

FINAL DECREE

This cause came on for final hearing on November 16, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County Tennessee, upon cross pleadings filed by the Plaintiff/husband, ANTHONY LEE EDEN, and the Defendant/wife, CHERYL ANN EDEN, for absolute divorce, custody of the minor children and division of debts and property of the marriage.

Both parties were present and each was represented by independent legal counsel.

This Honorable Court, having reviewed the entire record, received testimony of the parties and witnesses and reviewed the exhibits, affirmatively finds and rules as follows:

1) The parties should be declared absolutely divorced from each other;

2) Sole legal and physical custody of the minor children should be placed with the Wife;

3) The Husband should have standard visitation including thirty (30) days of extended summer visitation;

4) The Husband's child support should not be reduced during the periods of his extended visitation;

5) The Husband being self employed in a new business and having control over how the income from the business is spent and, there being three minor children to support, deviation above the 41% minimum recommended by the child support guidelines is appropriate, therefore, beginning in the month of January, 1994, the Husband's child support obligation should be set at the monthly rate of $600.00;

6) The support obligation set out in the Pendente Lite Order entered October 14, 1992, should continue in full force and effect through December 31, 1993, and the Wife should continue to pay the home mortgage, utilities and all other monthly bills she has been paying since entry of that Order through December 31, 1993;

7) The Wife should continue medical insurance coverage on the minor children and the Husband should reimburse the Wife one-half of the monthly premiums, the deductibles and all uncovered medical and dental expenses incurred for the children, including but not limited to orthodontic, ophthalmic, optical, and pharmaceutical expenses, but specifically excluding counselling services unless the need arises;

8) Within thirty (30) days of entry of this Decree the Husband should either purchase a $50,000.00 term life insurance policy on his life or satisfy the lien that presently exists on his life insurance policy maintained with Bankers Life Insurance Company; and, the Wife should be named as sole beneficiary on whichever unencumbered policy the husband elects to maintain until the youngest child is emancipated or the Wife no longer has custody of at least one of the minor children;

9) As to the two (2) parcels of real estate acquired during the marriage, the Wife should be paid her equitable share of the Sumner County Tennessee Condominium in the amount of $7,000.00, plus the legal rate of interest on the unpaid balance until paid in full in the event that the total amount of $7,000.00 is not paid in full within thirty (30) days if entry of this Decree; and, the Husband should be awarded title to both the Sumner County Condominium and the Davidson County Tennessee marital residence, subject to the liens on both properties until such time as the Husband has completely satisfied the $7,000.00, plus interest, owed to the Wife; and, this debt should be satisfied at the rate of $250.00 per month until paid in full; and, this amount should be deemed as a additional award of support for the Wife and children such that it is non-dischargeable in Bankruptcy; and, the Wife should be held harmless and indemnified as to any and all debts relating to these properties;

10) The Husband should be awarded the parties' interest in the supplies, equipment, inventory and business known as Middle Tennessee Cabinets subject to all debts, liens and encumbrances related thereto and the Wife should be held harmless and indemnified as to all such financial obligations;

11) The Husband should pay directly to the Wife, as an additional award necessary for her support and the support of the children, the sum of $2,000.00 toward the Wife's reasonable costs and attorney fees incurred in this cause;

12) The marital debts should be divided as set out in the Proposed Settlement filed by the Wife and each party should be held harmless and indemnified as to the debt obligations of the other party;

13) All monetary awards and indemnity awards granted to the Wife through this Decree are affirmatively found to be sums necessary for the support of the Wife and children and, as such, should be deemed non-dischargeable in Bankruptcy;

14) The Wife and children should vacate the marital residence by no later than January 1, 1994;

15) Each of the parties should be PERMANENTLY ENJOINED AND RESTRAINED from incurring any further debts or charges on the credit of the other party; and further, PERMANENTLY ENJOINED AND RESTRAINED from directing or encouraging any third party or agent to harass or disturb the other party wherever he or she may be;

16) Beginning January 1, 1994, the Husband should be solely liable for the mortgage, utilities and all other debts related to the marital residence;

17) The costs of this cause should be taxed against the Husband with credit given to him for all amounts previously paid.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff/Husband, ANTHONY LEE EDEN, and the Defendant/Wife, CHERYL ANN EDEN, are hereby declared absolutely divorced from each other pursuant to TCA 36-4-129. The bonds of matrimony heretofore subsisting between them are hereby dissolved and the parties are hereby restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that sole legal and physical custody of the minor children: LEE ANTHONY EDEN, D.O.B. 4-27-82; LINDSAY MARIE EDEN, D.O.B. 6-4-83; and LYLE JOSEPH EDEN, D.O.B. 4-2-86, is hereby awarded to the Wife.

The Husband shall have the following specific visitation:

--- Every other weekend from 6:00 P.M. on Friday until 6:00 P.M. on Sunday;

--- Thanksgiving holiday in the ODD numbered calendar years from 6:00 P.M. on the preceding Wednesday until 6:00 P.M. on the holiday. In the event that this holiday coincides with the Husband's regular weekend then he shall keep the children through the weekend;

--- Christmas holidays in the ODD numbered calendar years from 9:30 A.M. Christmas Day until 6:00 P.M. on New Year's Day; in the EVEN numbered calendar years from 6:00 P.M. December 18th until 9:30 A.M. Christmas Day;

--- The week of Spring Break in the ODD numbered calendar years;

--- One full month every summer with the Wife to have visitation from 6:00 P.M. Friday until 6:00 P.M. Sunday of the third weekend unless otherwise agreed to by the parties;

--- In the ODD numbered calendar years, from 6:00 P.M. on the eve until 6:00 P.M. on the holidays, July 4th and Easter Sunday; in the EVEN numbered calendar years, for the same time periods, New Year's Day, Memorial Day and Labor Day;

--- At other reasonable times by agreement of the parties.

--- The Wife shall have two full weeks of uninterrupted visitation during the summer months for vacation purposes but not to conflict with the Husband's month of extended summer visitation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall continue to pay support to the Wife at the rate of $275.00 per week through December 31, 1993, per the terms of the Pendente Lite Order entered October 14, 1993. The Wife shall be liable for payment of the home mortgage, utilities and all other monthly bills she has been paying since entry of the Pendente Lite Order, through December 31, 1993.

The Wife and children shall vacate the marital residence by no later than January 1, 1994.

Beginning in the month of January, 1994, the Husband shall assume sole liability for the home mortgage, utilities and all other financial obligations related to the marital residence; and, his support obligation shall be modified such that he shall pay Six Hundred Dollars ($600.00) per month, directly to the Wife as regular child support. The Husband's child support obligation shall not be reduced, terminated or prorated during any period of time when he is exercising extended visitation with the children.

By agreement of the parties, IT IS FURTHER ORDERED that the Husband's child support payments shall be made in bi-monthly increments of $300.00 each, due and payable by no later than the First (1st) and Fifteenth (15th) day of each consecutive month.

No action on the part of either party shall be effective to reduce, prorate or terminate these child support sums after the due date of each payment nor shall these amounts be suspended, terminated, reduced or prorated without leave of this Honorable Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall continue to maintain medical insurance on the minor children and the husband shall reimburse the Wife one-half (1/2) of her expenses for the insurance premiums, one-half (1/2) of all deductibles and, one-half (1/2) of all medical and dental expenses incurred for the children which are not covered by insurance, including but not limited to orthodontic, ophthalmic, optical and pharmaceutical. This Decree specifically excludes shared expenses for counselling for the children unless the need for counselling arises and the Wife obtains a modification of this exclusion.

Reimbursement of the fore mentioned expenses shall be made within thirty (30) days of the Wife having tendered a true copy of the bills or statements verifying the debts incurred.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall, within thirty (30) days of entry of this Final Decree, either fully satisfy the lien which currently exists against the whole life policy of insurance on his life which is maintained with BANKERS LIFE AND CASUALTY COMPANY, Policy Number 7204498, or purchase a term life policy on his life which is valued at not less than $50,000.00.

In either case, the Husband shall name the Wife as the sole beneficiary of the policy and the Husband shall continue to maintain the policy, unencumbered and with the Wife as sole beneficiary thereof, until such time as the youngest child is emancipated or the Wife no longer has custody of at least one of the minor children.

Within a reasonable time not to exceed ninety (90) days from the date of entry of this Decree, the husband shall provide the Wife with a true copy of the life insurance policy that the husband has elected to maintain and the Wife shall have the right to obtain information directly from the Insurance Company as to all matters relating to the policy.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall pay directly to the Wife the total sum of Two Thousand Dollars ($2,000.00) as an additional award of necessary support for the Wife and children, said sum to be applied toward payment of the Wife's reasonable costs and attorney fees incurred in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife is hereby awarded sole title and possession of the 1989 TOYOTA CAMRY subject to the lien and, the Husband is awarded the 1987 MAZDA PICK-UP TRUCK subject to the lien. Both parties shall timely sign all documents necessary for the orderly transfer of title to these vehicles. Each party shall hold harmless and indemnify the other as to all liens and encumbrances related to their respective vehicles.

Any and all right, title and interest the Wife may have in the supplies, inventory, equipment and/or business known as MIDDLE TENNESSEE CABINETS is hereby divested out of the Wife and into the Husband. The Husband shall hold harmless and indemnify the Wife as to all liens, debts and other liabilities related to this business.

All other PERSONAL AND MIXED PROPERTY of the marriage shall be and remain the sole and separate property of the possessory party.

The REAL ESTATE acquired of the marriage is hereby divided and separately awarded as follows:

SUBJECT TO LIENS IN THE TOTAL AMOUNT OF SEVEN THOUSAND DOLLARS ($7,000.00) PLUS INTEREST TO ACCRUE AT THE RATE OF TEN PERCENT (10%) PER ANNUM IF NOT PAID IN FULL WITHIN THIRTY (30) DAYS OF ENTRY OF THIS FINAL DECREE, all right title and interest the Wife may have in the improved real estate (condominium) located at **Unit No. 105, 217 Walton Ferry Road, Hendersonville, Sumner County Tennessee; AND the improved real estate (marital residence) located at 1438 Ardee Avenue, Nashville, Davidson County Tennessee,** is hereby divested out of the Wife and into the Husband, in fee simple. The Husband shall hold the Wife harmless and indemnify her as to any and all debts, liens and encumbrances related to these said properties except that the Wife shall be liable for payment of the mortgage and utilities related to the marital residence through December 31, 1993.

The Sumner County Tennessee real estate (condominium) referenced above is more specifically described as:

> Land in Sumner County, Tennessee, being Unit 105 on the Condominium Plat for Walton Square, as of record in Plat Book 11, pages 20, 21, 22 and 23 and as shown in the Master Deed of record in Deed Book 474, page 741, Register's Office for Sumner County, Tennessee.
>
> Being part of the same property conveyed to First Tennessee Bank National Association, by Substitute Trustee's Deed from Douglas A. Brace, Substitute Trustee, as of record in Record Book 168, page 137, Register's Office for Sumner County, Tennessee.
>
> Being the same property conveyed to Tony Eden and Dean Eden by deed from First Tennessee Bank National Association, as of record in Record Book 212, page 340, Register's Office for Sumner County, Tennessee.
>
> This is improved property known as Unit 105 on the Condominium Plat for Walton Square, Hendersonville, Tennessee.

The Davidson County Tennessee real estate (marital residence) referenced above is more specifically described as:

> That certain tract or parcel of land in Davidson County, State of Tennessee:
>
> BEING Lot No. 8 on the Plan of Country Club Estates, Block F, as of record in Book 843, Page 95, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> BEING the same property conveyed to William D. Goodwin, by deed from Bettie Joe Goodwin of record in Book 5503, Page 901, and re-recorded in Book 6122, Page 214, said Register's Office for said County.
>
> BEING the same property conveyed to Tony L. Eden and wife, Cheryl A. Eden by deed from William D. Goodwin and wife, Patricia A. Goodwin of record in Book 7254, Page 255, Register's Office for Davidson County Tennessee.
>
> This is improved property known as 1438 Ardee Avenue, Nashville, Tennessee 37216.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, should the Husband not pay to the Wife the total sum of SEVEN THOUSAND DOLLARS ($7,000.00) within thirty (30) days of entry of this Final Decree then, the Wife shall hold a lien (as described above) on the fore described parcels of real estate and the Husband shall make regular payments to the Wife at the rate of Two Hundred Fifty Dollars ($250.00) per month, (the first payment due and payable on February 1, 1994), and continuing each and every subsequent first day of the month thereafter for thirty-two (32) consecutive months, and a final payment of $3.84 in the thirty-third (33rd) month, in satisfaction of the principal ($7,000.00), and interest due ($1,003.84) on the unpaid balance at the rate of ten percent (10%) per annum for the total sum of Eight Thousand Three Dollars and Eighty-four Cents ($8,003.84).

This award, and all other monetary and indemnity awards decreed herein as to the Wife, having been determined by this Honorable Court from the facts of this case to be awards necessary

for the support of the Wife and children, are deemed to be non-dischargeable as to the Wife in any Bankruptcy proceeding the Husband may pursue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the debts acquired of the marriage are hereby specifically divided as follows:

WIFE	HUSBAND
First American (Her car note)	Sears (Joint Acct.)
Discover (Joint Acct)	Sears (His Separate Acct.)
J. C. Penney (Joint Acct)	First Bank Visa (Joint Acct.)
Castner Knott (Joint Acct)	NES Loan
SLSC (Her student loan)	MCCT (His hospital bill)
	His Separate Visa Account
	His Separate Mastercard Account

Each of the parties shall hold harmless and indemnify the other as to these separate debt obligations and, each party is hereby PERMANENTLY ENJOINED AND RESTRAINED from charging or incurring further debts on the credit of the other party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties are hereby PERMANENTLY ENJOINED AND RESTRAINED from permitting, directing or encouraging any third party or agent to harass or disturb the other party wherever he or she may be.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause are hereby taxed against the Husband for all of which execution shall issue if necessary.

For purposes of enforcement of this Decree the addresses of the parties are:

PLAINTIFF/HUSBAND
Anthony Lee Eden
701 Marlin Pass
Madison, TN 37115

DEFENDANT/WIFE
Cheryl Ann Eden
1438 Ardee Avenue
Nashville, TN 37216

ENTERED THIS 13TH DAY OF DECEMBER, 1993.

Honorable Muriel Robinson Rice, Judge

APPROVED FOR ENTRY:

Mary Anne Kevil, #11289
Attorney for the Wife
KEVIL & JOHNSON
Belle Meade Office Park
4535 Harding Road, Suite 100
Nashville, TN 37205
(615) 269-3151

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Final Decree has been mailed to counsel for the Husband: Honorable Phillip Robinson, 213 Third Avenue, North, Nashville, Tennessee 37201, this 1ST day of DECEMBER, 1993.

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IDENTIF. # REFERENCE
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FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.
PICK-UP

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 15 day of DECEMBER , 19 93 , in the Case Number 92D3002 between EDEN, ANTHONY LEE Plaintiff, and EDEN, CHERYL ANN Defendant, as same remains of record in Book 224C , Page 1778 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 07 day of JANUARY in the year one thousand nine hundred and ninety-four and in the 218th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

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