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RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANN MOSELEY BUDSLICK,

Plaintiff,

vs. No. 91D-4177

PAUL LOUIS BUDSLICK,

Defendant.

103-13 3
103-6-A 18
103-6-A 36
117-3-B 107

FINAL DECREE

This cause came on to be heard on the 13th day of September, 1993 and for several days thereafter, upon the Complaint for Divorce originally filed by Ann Moseley Budslick (hereafter sometimes "Wife") and upon the Answer and Counter-claim of Paul Lewis Budslick (hereafter sometimes "Husband"). Wife filed an Answer to the Counter-claim and after various preliminary hearings and Orders, the Court brought the case on for trial. Based upon the pleadings, the testimony of the parties, the statements of counsel and the record as a whole, the Court having taken the matter under advisement, issued a Memorandum Opinion dated November 15, 1993. This Memorandum Opinion is as follows:

MEMORANDUM

This cause came on for hearing on the 13th day of September, 1993 and several days thereafter until all proof was concluded in the matter. The matter was heard upon the original complaint, filed by the wife, Ann Moseley Budslick, personal service of process upon the defendant husband, Paul Louis Budslick, answer and counter-complaint with responsive pleadings filed thereto.

The Court heard witnesses in open Court, viewed exhibits to testimony which were filed and heard argument of counsel, reviewed trial briefs and the entire record therein. From all of which the Court finds as follows:

I.

The Court finds having reviewed all the evidence that a divorce should be awarded in this matter pursuant to T.C.A. 36-4-129. Neither party in this cause has been absolutely guilt free, however, it is clear Mrs. Budslick is the party with the lesser degree of fault. The proof shows her misconduct in the marriage occurred after the separation of the parties and clearly had no effect upon the breakup of this marriage. On the other hand, Mr. Budslick's abuse of alcohol and drugs have been overwhelming to the detriment of the marriage as well as himself. This Court concludes he is on a path of self destruction and totally refuses to address his illness and resulting conduct. Therefore, the wife shall be awarded an absolute divorce from the defendant upon the grounds of cruel and inhuman treatment. The defendant's counter-complaint as it pertains to awarding a decree of divorce to him is hereby dismissed.

II.

The wife is awarded the care, custody and control of the two minor children of the parties, to wit, Alexandra Marie Budslick, age 9, and Paul Louis Budslick, Jr., age 7 years.

The husband shall be awarded visitation with the children every other weekend from Saturday at 12:00 noon until 6:00 p.m. at which time he shall return the children to their residence and on Sunday of the same weekend from 12:00 noon until 6:00 p.m. returning them to their residence. The husband shall refrain from consuming any alcoholic beverages or any drugs 48 hours prior to exercising his visitation and he shall not consume alcohol or drugs during the visit. There shall be no extended summer visitation until Mr. Budslick has convinced the Court he has completed a rehabilitation program for his addictions.

The holidays of New Years Day, Easter Sunday, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall be alternated between the parties for visitation with the minor children. The visitation will commence at 10:00 a.m. on the holiday and end at 8:00 p.m. on the holiday with the above restrictions imposed on Mr. Budslick. It is the hope of this Court that eventually overnight visitation will be appropriate, however, this depends upon the progress of Mr. Budslick in his rehabilitation efforts.

The defendant shall pay the sum of $2,500.00 per month for the support and maintenance of the children. He shall further pay to the complainant the amount of the premium each month for health insurance coverage for the two minor children and he shall pay any uncovered hospital, medical, dental, orthodontic, eye care, eye glasses or contact lens, and needed counseling fees for the minor children.

The wife shall be designated payee for the minor children's social security benefits.

III.

The Complainant wife shall retain her separate property free and clear of the claim of the husband as follows:

1. The Villager Condo, subject to the mortgage thereon which she shall assume.
2. Jewelry, Clothing and personal effects.
3. Separate furniture.

IV.

The husband shall retain his separate property being free and clear of the claim of the wife being as follows:

1. Mt. Vernon property
2. 101 Alton Road
3. Drake Apartments
4. Jewelry, clothing and personal effects.

V.

The Court finds the following to be the martial assets of the parties:

1. Homeplace - 6004 Hickory Valley Road
   Nashville, Tennessee
2. Boca Delray Unit 116
   5021 Oak Hill Lane
   Delray Beach, Florida
3. Dunham Station Unit B-4
   Nashville, Tennessee
4. Dunham Station Unit D-8
   Nashville, Tennessee
5. Third National Bank
   Checking Account No. 18531946
   Paul Louis Budslick
6. First Federal
   Account No. 211253T-401283
   Paul Louis Budslick
7. Union Planters Bank
   Account No. 002559706
   Ann M. Budslick
8. Hilliard-Lyons IRA
   Account No. 0205377
9. 1988 BMW 735
10. 1986 Mercedes 560 SEL
11. Business Equipment and Tools
12. Household furniture and furnishings
    6004 Hickory Valley Road
    101 Watts Circle
13. Partnership Interest
    Western Hills Ltd.
    Barbara Mandrell Country
14. Settlement - Quality Management Company
    Balance Due
15. Various Insurance Policies owned by the parties and purchased during the marriage.

VI.

The antenuptial agreement exhibited at the hearing of this cause is found to be unenforceable as between the parties. From the evidence presented the Court finds there was not sufficient disclosure as between the parties prior to the execution thereof. There existed a confidential relationship at the time of the execution of the agreement as the parties were engaged and the wedding was some three days later. Mr. Budslick has failed in his attempt to establish full disclosure and/or independent knowledge of his financial condition prior to the execution of the agreement, this Court has determined from the evidence presented.

VII.

Insofar as a division of the assets of this marital estate is concerned, the Court makes the following division:

The wife shall receive the following:

1. The homeplace located at 6004 Hickory Valley Road, Nashville, subject to the first mortgage thereon of $87,866.00 holding the husband harmless. The $200,000.00 guarantor debt to Third National Bank will be addressed hereafter.

2. The household furniture and furnishings located in the homeplace.
3. The 1988 BMW 735 Automobile.
4. Wife's checking and savings accounts at Union Planters.
5. The Hilliard-Lyons IRA Account No. 0205377 - $16,533.00
6. Insurance policies:

   A. Equitable Variable Life Insurance Company -- Policy #AA36227190 on the life of Paul L. Budslick. The husband shall pay the premium thereon and/or execute disability of waiver of premiums under disability covering premiums.
   B. Equitable Variable Life Insurance -- Policy #42351081 on life of Mary L. Budslick - the husband shall pay the premium thereon as the same becomes due.
   C. Equitable Variable Life Insurance -- Policy No. #AA36226826 on the life of Alexandra Budslick. The wife shall pay the premium thereon.
   D. Equitable Variable Life Insurance -- Policy No. #AA36226827 on the life of Paul Budslick, Jr. The wife shall pay the premium thereon.
   E. Equitable Variable Life Insurance -- Policy No. 36227366 on the life of Ann Budslick and she will pay the premium and as owner designate beneficiary or beneficiaries.

7. The wife shall receive $300,000.00 as further property division being a portion of the Quality Management Settlement, payable at the rate of $2,500.00 per month over a period of 10 years. This amount shall be paid to the wife directly by the PLB, Inc. by assignment each and every month and the balance is hereby declared as a lien upon said settlement balance. She shall pay her pro rata share of the interest income on this division amount for income tax purposes as of December 1, 1993.

The husband shall pay the following debts of the parties holding the wife harmless thereof, and being necessary for her support and that of the children and non-dischargeable in bankruptcy.

1. Third National Bank -- $200,000.00 The homeplace is pledged thereon and this will be reduced by payment of $5,000.00 per month assigned from the Quality Management settlement. In the event the present assignment does not remain in effect the husband shall pay the same sum and payment shall be assigned by order of this Court if necessary from his portion of the Quality Management settlement.
2. First American National Bank -- $9,071.05.
3. Payments due on Western Hills Ltd. partnership.

4. Current and back taxes if any due Internal Revenue Service holding the wife harmless thereon.

The husband shall receive the following:

1. Boca Delray Unit 116
   5021 Oak Hill Lane
   Delray Beach, Florida
2. Dunham Station Unit B-4
   Nashville, Tennessee
3. Dunham Station Unit D-8
   Nashville, Tennessee
4. Third National Bank
   Checking Account No. 18531946
5. First Federal Account
   No. 211253T-401243
6. 1986 Mercedes 560SEL
7. Business Equipment and Tools
8. Household furniture and furnishings located at 101 Watts Circle.
9. Partnership Interest:
   Western Hills, Ltd.
   Barbara Mandrell Country
10. Insurance Policies:

    A. Equitable Variable Life Policy # 37244021 on the life of Mary L. Budslick.
    B. Equitable Variable Life Policy # 40203808 on the life of Mary L. Budslick.

11. Balance of Settlement due Quality Management Company subject to the terms herein and assignments ordered heretofore.

VIII.

The husband shall pay to the wife as alimony in futuro the sum of $750.00 per month for a period of 10 years or until her death or remarriage necessary for her support and maintenance.

IX.

The husband is enjoined and restrained from pledging or assigning the proceeds being paid on the balance of the settlement in Quality Management Company to any other person or agency to defeat the interest of the resulting decree in these matters concerning property division and support.

X.

As further alimony necessary for the support and maintenance of the wife and children the husband shall pay to the solicitor representing the wife reasonable fees in the amount of $2?,?07.74 to Mary Frances Rudy, $9,081.51 to Patrick Flynn and $6,125.00 to Herman Bradley, plus the cost of this cause, non-dischargeable in bankruptcy. Any remaining balances shall be the responsibility of the wife.

The solicitor representing the plaintiff shall prepare a final decree consistent with this memorandum within 10 days and submit the same to the Court. This order, as it pertains to support, shall become effective on the first day of December, 1993. The pendente lite

order herein shall remain in effect until December 1, 1993. The property division and dissolution of marriage shall be effective on the date of the signing of the final decree. The Restraining Orders issued in the last Order of the Court will be dissolved as of December 1, 1993 if the Final Decree has been entered as directed with the Restraining Orders placed therein to remain in effect pending further orders of the Court.

Respectfully submitted,

/s/
MURIEL ROBINSON-RICE, JUDGE

Dated: November 15, 1993

It is accordingly, **ORDERED, ADJUDGED, AND DECREED:**

1. That Wife is hereby awarded an absolute divorce from Husband upon the ground of cruel and inhuman treatment and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved. The parties are restored to all rights and privileges of single persons. The Counter-complaint of Husband, to the extent it seeks a divorce, is hereby dismissed.

2. Wife is hereby awarded the care, custody, and control of the parties' two minor children, Alexandra Marie Budslick, age 9, and Paul Louis Budslick, Jr., age 7.

3. Husband shall be awarded visitation with the children every other weekend on Saturday and Sunday but without overnight visitation. On Husband's visitation weekend, he shall have the children with him from 12:00 noon until 6:00 p.m. on Saturday, at which time he will return the children to their residence. The following day, on Sunday, of that same weekend, he shall have the children again from 12:00 noon until 6:00 p.m. whereupon he will again return them to their residence. Husband shall refrain from consuming any alcoholic beverages or any drugs 48 hours prior to exercising his visitation and he shall not consume alcohol or drugs during the visit. There shall be no extended summer visitation until Husband has convinced the Court that he has completed a drug and alcohol rehabilitation program and is abstaining from the use of these substances.

4. Husband shall pay to Wife on the first day of each month the sum of $2,500.00 as child support for the maintenance and

support of the parties' minor children. In addition to this sum, Husband shall pay on the first day of each month the monthly premium for health insurance coverage for the two minor children and shall pay any hospital, medical, dental, orthodontic, eye care, eyeglasses, or contact lenses and any counselling fees which are not covered by insurance.

5. Wife shall be designated as payee for the minor children' social security benefits.

6. The Court finds that Wife has certain separate property. This separate property which Wife shall retain as separate property free of all claims of Husband is as follows:

1.) The Villager Condo, subject to the mortgage thereon which she shall assume;

2.) Jewelry, clothing and personal effects;

3.) Separate furniture.

7. The Court finds that Husband has certain separate property. This separate property which Husband shall retain as separate property free of all claims of Wife is as follows:

1.) Mt. Vernon property;

2.) 101 Alton Road;

3.) Drake Apartments;

4.) Jewelry, clothing and personal effects.

8. The Court finds that the parties own certain marital assets which are as follows:

1.) Homeplace -- 6004 Hickory Valley Road
Nashville, Tennessee;

2.) Boca Delray, Unit 116
5021 Oak Hill Lane
Delray Beach, Florida;

3.) Dunham Station Unit B-4
Nashville, Tennessee;

4.) Dunham Station Unit D-8
Nashville, Tennessee;

5.) Third National Bank
Checking Account No. 18531946
Paul Louis Budslick;

6.) First Federal
Account No. 211253T-401243
Paul Louis Budslick;

7.) Union Planters Bank
Account No. 002559706
Ann M. Budslick;

8.) Hilliard-Lyons IRA
Account No. 0205377

9.) 1988 BMW 735

10.) 1986 Mercedes 560SEL

11.) Business Equipment and Tools

12.) Household furniture and furnishings
6004 Hickory Valley Road
101 Watts Circle

13.) Partnership Interests
Western Hills Ltd.
Barbara Mandrell Country

14.) Settlement -- Quality Management Company - Balance Due

15.) Various Insurance Policies owned by the parties and purchased during the marriage.

9. The Court hereby decrees to Wife the following assets as her separate property free of all claims from Husband and divests Husband of all right, title and/or interest therein:

1.) The homeplace located at 6004 Hickory Valley Road, Nashville, subject to the first mortgage thereon of $87,866.00 as to which Wife shall hold the husband harmless, said property being more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 60 on the Plan of Hillwood Estates, Section 5, as of record in book 2133, page 55, Register's Office for said County.

Said Lot No. 60 fronts 175.01 feet on the northerly margin of Hickory Valley Road (formerly Hillwood Drive) and runs back between parallel lines 300 feet to a dead line measuring 219 feet thereon.

The above described property was conveyed to Paul L. Budslick and wife, Ann Moseley Budslick by deed from Richard Prager and wife, Linda M. Prager, of record in book 5742, page 50, Register's Office for Davidson County, Tennessee.

The $200,000.00 guarantor debt to Third National Bank shall be paid by Husband holding Wife harmless as more fully set forth hereafter;

2.) The household furniture and furnishings located in the homeplace;

3.) The 1988 BMW 735 automobile;

4.) Wife's checking and savings accounts at Union Planters;

5.) The Hilliard-Lyons IRA Account No. 0205377 - $16,533.00.

6.) Insurance Policies:

A.) Equitable Variable Life Insurance Company. Policy #AA36227190 on the life of Paul L. Budslick. The Husband shall pay the premium thereon and/or execute disability of waiver of premiums under disability covering premiums;

B.) Equitable Variable Life Insurance Policy #42351081 on the life of Mary L. Budslick - the husband shall pay the premium thereon as the same becomes due;

C.) Equitable Variable Life Insurance Policy #AA36226826 on the life of Alexandra Budslick. The wife shall pay the premium thereon;

D.) Equitable Variable Life Insurance Policy #AA36226827 on the life of Paul Budslick, Jr.; The Wife shall pay the premium thereon;

E.) Equitable Variable Life Insurance Policy #36227366 on the life of Ann Budslick and she will pay premium and as owner designate beneficiary or beneficiaries.

7.) The wife shall receive $300,000.00 as further property division being a portion of the Quality Management Settlement, payable at the rate of $2,500.00 per month over a period of 10 years. This amount shall be paid to the wife directly by the PLB, Inc. by assignment each and every month and the balance is hereby declared as a lien upon said settlement balance. She shall pay her pro rata share of the interest income on this division amount for income tax purposes as of December 1, 1993.

A copy of this Final Decree shall be served on PBL, Inc. by certified mail effective December 1, 1993 and monthly thereafter, PBL, Inc. shall pay directly to Wife the sum of $2,500 deducted from monies otherwise payable to Husband under Settlement Agreement with Quality Management dated February 1, 1993. This

sum is $2,500 property division, paid to: Ann M. Budslick, 6004 Hickory Valley Road, Nashville, Tennessee 37205.

10. The Court does hereby decree to Husband as his separate assets the following:

1.) Boca Delray Unit 116
5021 Oak Hill Lane
Delray Beach, Florida;

2.) Dunham Station Unit B-4
Nashville, Tennessee;

3.) Dunham Station Unit D-8
Nashville, Tennessee;

4.) Third National Bank
Checking Account No. 18531946;

5.) First Federal Account
No. 211253T-401243;

6.) 1986 Mercedes 560SEL;

7.) Business Equipment and Tools;

8.) Household furniture and furnishings located at 101 Watts Circle;

9.) Partnership Interests;
Western Hills Ltd.
Barbara Mandrell Country;

10.) Insurance Policies:

A.) Equitable Variable Life Policy #37244021 on the life of Mary L. Budslick;

B.) Equitable Variable Life Policy #40203808 on the life of Mary L. Budslick.

11.) Balance of Settlement due Quality Management Company subject to the terms herein and assignments ordered heretofore.

11. Husband shall pay the following debts and shall indemnify and hold Wife harmless for these debts:

1.) Third National Bank - $200,000.00. The homeplace is pledged thereon and this will be reduced by payment of $5,000.00 per month assigned from the Quality Management settlement. In the event the present assignment does not remain in effect the Husband shall pay the same sum and payment shall be assigned by order of this Court if necessary from his portion of the Quality Management settlement;

2.) First American National Bank - $9,071.05;

3.) Payments due on Western Hills Ltd., Partnership;

4.) Current and back taxes if any due Internal Revenue Service holding the wife harmless thereon.

The Court hereby finds that Husband's obligation for payment of the foregoing debts are necessary for the support of the parties' children and should, accordingly, be non-dischargeable in the event of a later bankruptcy proceeding.

12. The Court hereby finds that the Antenuptial Agreement submitted by Husband during the hearing of this cause is unenforceable. Said Agreement was obtained during a confidential relationship under circumstances which included breach of that relationship, coercion, and a failure to make full disclosure of relevant matters. There is no showing of independent knowledge by Wife of Husband's financial condition at the time of the Agreement.

13. Husband shall pay to wife as alimony in futuro the sum of $750.00 per month for a period of 10 years or until Wife's death or re-marriage for her support and maintenance.

14. Husband is enjoined and restrained from pledging or assigning the proceeds being paid to him on the balance of the settlement in the Quality Management Company. Husband is specifically enjoined or restrained from pledging or assigning assets in a manner which would defeat the interest of Wife or the provisions of this Decree for division of property and support.

15. The Court finds that as additional alimony, Wife should be awarded the reasonable fees and expenses of her attorney's in the preparation and trial of this case. Accordingly, a judgment is entered in favor of Wife and her attorneys as follows: to Mary Frances Rudy, Attorney, in the amount of $23,527.74; to Charles Patrick Flynn, Attorney in the amount of $9,081.51; and to Herman Bradley, Attorney in the amount of $6,125.00. These costs and expenses are reasonable and necessary for the support and maintenance of Wife and the parties' minor children and accordingly, shall not be dischargeable pursuant to 11 U.S.C. §523 (a)(5) in any proceedings under the Bankruptcy Act. The remaining balances of any fees or expenses shall be paid by Wife. Court costs are taxed to Husband, for which execution may issue, if necessary.

16. The support provisions of this Final Decree shall be effective on the first day of December, 1993. Until that time, the pendente lite Order previously in effect, shall remain in effect.

17. The property division and dissolution of the marriage shall be effective on the signing of the Final Decree.

18. The Restraining Order issued in the last Order of Court shall be dissolved as of December 1, 1993 or at such time as this Final Decree has been entered with the Restraining Orders contained herein becoming effective.

EXECUTED this 29th day of November, 1993.

HONORABLE MURIEL ROBINSON-RICE

APPROVED FOR ENTRY:

MARY FRANCES RUDY
BPR No. 13403

CHARLES PATRICK FLYNN
BPR No. 2718
Suite 800, Noel Place
200 Fourth Avenue North
Nashville, TN 37219

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been hand delivered to Albert F. Moore, Esq., 2000 Dominion Tower, 150 Fourth Avenue North, Nashville, TN 37219 on this the 29 day of November, 1993.

CHARLES PATRICK FLYNN

STATE OF TENNESSEE

BOOK 9220 PAGE 583

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 _29 day of _NOVEMBER , 19 _93 , in the Case Number _91D4177 between _BUDSLICK, _ANN_MOSELEY Plaintiff, and _BUDSLICK, _PAUL_LOUIS Defendant, as same remains of record in Book 224A , Page _40 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 _10 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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IDENTIF. & REFERENCE

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