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IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH LYNN DAVIS,
Wife,
vs.
LAWRENCE DAVIS,
Husband.

No. 93D-2176

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RICHARD R. ROOKER, CLERK
D.C.

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ORDER ON DIVORCE AND CUSTODY

This matter came to be heard on September 16, 1993, before the Honorable Marietta Shipley, upon the default judgment which was taken on September 10, 1993. After statements of counsel, testimony of the Wife and three witnesses, the Court is of the opinion that the Wife, Deborah Lynn Davis, shall be awarded a divorce upon the grounds of inappropriate marital conduct and the parties shall be restored to all the rights and privileges of unmarried people. The Court further ordered as follows:

1. Custody. The Mother shall be awarded custody of the parties' two minor children, Lawrence Davis, Jr., age 15, and Duan Lynelle Davis, age 13.

2. Child Support. The Father's current income is $1,800.00 per month and therefore child support shall be set at $450.00 per month to be paid on the 1st and 15th of each month by wage assignment.

No later than fourteen (14) days after service of this Court's Order by certified mail from the Clerk of the Davidson County Circuit Court, Husband's employer, The Metropolitan Development and Housing Authority, Tony Sudekum Homes, 101 University Court, Nashville, TN 37210, shall deduct $225.00 plus the Clerk's fee of $11.25 for a total of $236.25 on the 1st and 15th day of each month from Husband's paycheck and shall forward said sums to the Office of the Circuit Clerk, 506 Metro Courthouse, Nashville, Tennessee 37201, pursuant to T.C.A. Section 50-2-105 and 36-5-501 et seq. Upon receipt of said payments, the Clerk shall make disbursement to Wife, Deborah Davis, 611 Lane Court, Nashville, Tennessee 37207.

The Court found that the Husband's employer shall not use this

assignment as a basis for discharge or any disciplinary action against the Husband, and in the event Husband is no longer employed by said employer, said employer shall be held harmless from all child support payments that accrue after Husband's date of termination. If Husband's employment terminates, the employer shall notify the Clerk of Husband's last known address and the name and address of Husband's new employer or source of income, if known.

The Court found that until the employer begins deducting said payments from Husband's wages or if Husband is no longer so employed, Husband shall pay the child support and arrearage as set out herein directly to the office of the Circuit Court Clerk and shall inform the Clerk of the name and address of any subsequent employer and of his subsequent home address.

The Court found that this income assignment shall be binding on any and all successive employers of Husband fourteen (14) days after service by certified mail from the Clerk of the Court.

3. Child Support Arrearage. The Mother shall be awarded a judgment of $1,319.47 for the child support arrearage that was ordered at the time the Mother obtained an Order of Protection. The Father will therefore pay $25.00 plus the Clerk's commission of $1.25 for a total of $26.25 to be paid on the 1st and 15th of each month by wage assignment.

No later than fourteen (14) days after service of this Court's Order by certified mail from the Clerk of the Davidson County Circuit Court, Husband's employer, The Metropolitan Development and Housing Authority, Tony Sudekum Homes, 101 University Court, Nashville, TN 37210, shall deduct $25.00 plus the Clerk's fee of $1.25 for a total of $26.25 on the 1st and 15th day of each month from Husband's paycheck and shall forward said sums to the Office of the Circuit Clerk, 506 Metro Courthouse, Nashville, Tennessee 37201, pursuant to T.C.A. Section 50-2-105 and 36-5-501 et seq. Upon receipt of said payments, the Clerk shall make disbursement to Wife, Deborah Davis, 611 Lane Court, Nashville, Tennessee 37207.

The Court found that the Husband's employer shall not use this

assignment as a basis for discharge or any disciplinary action against the Husband, and in the event Husband is no longer employed by said employer, said employer shall be held harmless from all child support payments that accrue after Husband's date of termination. If Husband's employment terminates, the employer shall notify the Clerk of Husband's last known address and the name and address of Husband's new employer or source of income, if known.

The Court found that until the employer begins deducting said payments from Husband's wages or if Husband is no longer so employed, Husband shall pay the child support and arrearage as set out herein directly to the office of the Circuit Court Clerk and shall inform the Clerk of the name and address of any subsequent employer and of his subsequent home address.

The Court found that this income assignment shall be binding on any and all successive employers of Husband fourteen (14) days after service by certified mail from the Clerk of the Court.

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523 (a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

4. Health Insurance. In addition to the child support, the Father shall be required to maintain health insurance on the minor children. The Father has stated that he is unable to obtain the health insurance as economically as the Mother and therefore the Mother will provide the health insurance as long as it is available through her employment. The Father will reimburse the Mother $20.00 each month to be paid directly to the Mother by the 15th of each month.

5. Vehicles. The Wife shall have the 1991 Buick Regal and will be responsible for the debt on this vehicle to the U.S. Courthouse Credit Union. The Wife agrees to indemnify and hold Husband harmless for any liability on this debt. The Husband shall be awarded the Chevrolet Celebrity. It is understood between the

parties that this vehicle is paid for, but in the event that Wife has any liability on this vehicle, the Husband will indemnify and hold Wife harmless.

6. Real Estate. The parties acknowledge that they have a home located at 611 Lane Court, Nashville, Tennessee, which is more particularly described below:

> Land in Davidson County, Tennessee, being Lot No. 556 on the Plan of Haynes Manor, Section 4, as of record in Book 4175, Page 90, Register's Office for Davidson County, to which plan reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Lawrence Davis, and Wife, Deborah L. Davis, by deed from Dick Winecoff, Trustee, as of record in Book 5400, Page 110, Register's Office for Davidson County, Tennessee.

The Wife will be awarded the equity in the home subject to Husband's $7,000.00 lien on said property. Husband will be entitled to have the $7,000.00 out of the property at the time the property is sold. The Court finds that due to the fault of the Husband and the contribution of the Wife, that there shall be an unequal division of this asset. The Wife will be responsible for first and second mortgages associated with the property at 611 Lane Court, Nashville, Tennessee. Wife will use all of her good faith effort to refinance the mortgages and to remove Husband's name from any liability.

7. Credit Card Debt. The parties have incurred certain marital debt. Wife agrees to be responsible for any outstanding balance on the VISA bill. The parties will split equally the Castner Knott bill in the approximate amount of $200.00; the Sears bill in the approximate amount of $400.00; and the J.C. Penney bill in the approximate amount of $200.00. Husband will pay Wife one-half of the minimum payment on each bill each month until Husband's one-half of the total amount as listed has been satisfied. This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523 (a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is

reasonable.

8. Visitation. Husband shall be awarded visitation with the minor children upon Husband obtaining suitable housing. Husband will then notify Wife that he has obtained suitable housing and Husband's visitation will begin every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday.

Holiday visitation will be as follows:

a. In even years (1994, 1996, 1998) Father will have the children for Christmas visitation, beginning the day the children get out of school until 3:00 p.m. on Christmas Day; Memorial Day; Fourth of July; and Halloween.

b. In even years (1994, 1996, 1998) Mother will have the children from Christmas Day from 3:00 p.m. until the time the children return to school; Easter; Labor Day; and Thanksgiving.

c. In odd years (1993, 1995, 1997) the Father will have the children from Christmas Day 3:00 p.m until the time the children return to school; Easter; Labor Day; and Thanksgiving. The Mother will have the children for Christmas beginning the time the children get out of school until Christmas Day at 3:00 p.m.; Memorial Day; Fourth of July; and Halloween;

d. The Father will have visitation with the children on Father's Day and his birthday.

e. The Mother will have additional visitation on Mother's Day and her birthday.

f. In odd years (1993, 1995, 1997) the Father will have visitation with the oldest minor child and the Mother will have visitation with the youngest minor child on that child's birthday and in even years the Father will have visitation with the youngest minor child and the Mother will have visitation with the oldest minor child on that child's birthday.

g. If holiday visitation falls on a school night, then said visitation will begin at 6:00 p.m. and will end at 8:00

p.m. of that evening. All other holiday visitation which falls on a nonschool night will be begin at 6:00 p.m. the day before the holiday and will end at 8:00 p.m. on the day of the holiday.

9. Personalty. Husband shall be entitled to certain personal items of clothing and other personal goods that are located in the home at 611 Lane Court. Husband will pick up his personal goods on Saturday, September 25, 1993 at 9:00 a.m.

10. Attorney's Fees. Wife will be given a judgment in the amount of $1,000.00 for attorney's fees as alimony. This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523 (a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

11. Court Costs. Husband will be required to pay all court costs in this cause.

ENTER this 11th day of ~~September~~ October, 1993.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

MARY FRANCES RUDY
Supreme Ct. No. 13403
Attorney for Wife
200 Fourth Avenue North, Suite 800
Nashville, Tennessee 37219
615-244-8490

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been mailed to Lawrence Davis, c/o MDHA, Tony Sudekum Homes, 101 University Court, Nashville, TN 37210 on this the 30th day of September, 1993.

MARY FRANCES RUDY

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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 _11 day of _OCTOBER , 19 _93 , in the Case Number _93D2176 between _DAVIS, DEBORAH LYNN Plaintiff, and _DAVIS, LAWRENCE Defendant, as same remains of record in Book 150C , Page _1891 of the Minutes of said Court.

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IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the _07 day of _FEBRUARY 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

SEND RICHARD R. ROOKER CLERK

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IDENTIF. REFERENCE