222A/200

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NANCI ALLEN THOMPSON,

Plaintiff

VERSUS

DAVID EUGENE THOMPSON,

Defendant

NO. 92D-1661

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FINAL DECREE

The above-styled cause came on to be heard on the 30th day of August, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint of Wife and Amendment thereto for Absolute Divorce, the Countercomplaint of Husband, and Answer and Countercomplaint of Wife.

Upon the testimony of the witnesses, the exhibits introduced in this cause, and the entire record, the Court finds that upon the proof that Wife is less at fault and under T.C.A. 36-4-129(b), the Court grants a divorce to Wife from Husband on the grounds of inappropriate marital conduct.

The Court further finds that the issue of custody with Wife is uncontested and that it is in the child's best interest that the parties' minor son remain in the care, custody and control of Wife, and that Husband should be allowed visitation with his minor son every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday; Wednesday every other week from 6:00 p.m. until 8:00 p.m.; extended vacation for the month of July each and every year; and alternate holidays of New Year's Day, Easter, Fourth of July, Labor Day, and Thanksgiving Day; with each party having a week during the Christmas Holidays.

The Court further finds that the child support shall be paid during the extended summer vacation as Wife will continue to incur the expenses of the child

The Court further finds that child support shall be set at $650.00 per month based upon Husband's regular salary and which does not include any bonus which he may receive.

The Court further finds that Wife shall continue to carry the health and dental insurance on the parties' minor child and Husband shall be responsible for all deductibles and all claims not covered; that the parties shall divide equally the orthodontic expense; and that Wife shall be responsible for any optic expenses.

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The Court further finds with regard to the personal property, that each party shall receive their personal belongings of clothes and jewelry; that each shall receive the automobile that they are presently driving and be responsible for the liens thereon; and that each shall receive their own pension plans and 401k plans.

The Court further finds that Wife should be awarded the household furniture and furnishings, except that Husband should be awarded his musical equipment, his tools, furniture from the den and guest bedroom, except dolls on bed; one TV and one VCR, his choice, but not the best TV. He can choose one VCR but preferably not the one attached to the best TV, if there is one. If it's not attached, then whichever one he chooses.

The Court further finds that there is a disparity in the incomes of the parties and in Wife's ability to earn so that the homeplace should be awarded to Wife in fee simple, and that the marital debts that have been listed by the parties should be paid by Husband as her alimony *in solido*.

The Court further finds that the insurance policy in the face amount of $50,000.00 shall be maintained by Husband naming Wife as beneficiary as long as she has the custody of the minor child; or until he is emancipated, at which time husband may change the beneficiary.

The Court finds that an alimony *in futuro* award is reasonable for five years at $300.00 per month, that husband should pay $2,500.00 of wife's attorney's fees and the costs of this cause.

It is, therefore, ORDERED, ADJUDGED AND DECREED that a divorce from the bonds of matrimony is granted under T.C.A. 36-4-129(b) to Wife from Husband on grounds of inappropriate marital conduct, and the bonds of matrimony heretofore existing and subsisting between the parties are hereby perpetually dissolved and Wife is restored to all rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that Wife shall have the care, custody and control of the parties' minor son with Husband having visitation from 6:00 p.m. on Friday until 6:00 p.m. on Sunday on alternate weekends; Wednesday every other week from 6:00 p.m. until 8:00 p.m.; alternate holidays of New Year's Day, Easter, Fourth of July, Labor Day, and Thanksgiving Day. The parties shall alternate the Christmas holidays, being one week before Christmas ending at 9:00 o'clock p.m. on Christmas Eve and the second week beginning at 9:00 p.m. on Christmas Eve and extending until a week after Christmas, with the party having possession of the child for Christmas visitation ~~after~~ prior to Christmas Day shall have New Year's Day with the minor child. Holiday visitation shall begin at 6:00 p.m. the day before the holiday and shall end at 6:00 p.m. on the day of the holiday with holiday visitation taking precedent over

weekend visitation. Husband shall have visitation with the child on each and every Father's Day and Wife shall have visitation with the child on each and every Mother's Day. Husband shall have visitation the month of July each and every summer.

It is further ORDERED, ADJUDGED AND DECREED that Husband shall pay to Wife the amount of $650.00 per month beginning September 1, 1993, which shall be paid each and every month of the year on or before the first day of the month.

It is further ORDERED, ADJUDGED AND DECREED that Wife shall maintain the health and dental insurance through Wife's employment on the parties' minor child and Husband shall be responsible for all deductibles and all claims not covered by said insurance; that the cost of all orthodontic expenses on behalf of the minor child shall be split equally between the parties; and all costs of optic expense for the minor child shall be paid by Wife.

It is further ORDERED, ADJUDGED AND DECREED that each party is awarded their personal belongings of clothes and jewelry, Wife shall retain her pension plan and Husband shall retain his pension plan and 401K, and each shall retain the automobile which each is driving with each assuming the lien upon his/her vehicle, holding the other party harmless thereon.

It is further ORDERED, ADJUDGED AND DECREED that Husband is awarded his tolls, his choice of one TV and one VCR but not the best one of each; his musical equipment; the den furniture; and guest bedroom set, except dolls on bed; and the remaining household furniture and furnishings are awarded to Wife. Husband shall be allowed possession of his awarded items and shall pick same up within thirty days.

It is further ORDERED, ADJUDGED AND DECREED that Husband's equity in said real property is awarded as alimony *in solido* to Wife, so that the marital homeplace located at 323 Dinwiddie Drive, Madison, Tennessee 37115, shall be divested out of Husband and shall vest solely in Wife, being the same property conveyed to David Eugene Thompson, and Wife, Nanci R. Thompson, also known as Nanci Allen Thompson, from Samuel Thomas Kane and wife, Dorothy J. Kane, and more particularly described as follows, to-wit:

> Being Lot No. 28 on the plan of Stanley Heights, of record in Book 3300, page 74, Register's Office for said County.
>
> Said Lot No. 28 fronts 60.5 feet on the northerly margin of Dinwiddie Drive and extends back 126.0 feet on the easterly line and 122.4 feet on the westerly line to a dead line in the rear, measuring 55.8 feet thereon.
>
> Being the same property conveyed to David E. Thompson and wife, Nanci R. Thompson, by deed from Samuel Thomas Kane and wife, Dorothy J. Kane, of record in Book 5140, page 280, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED AND DECREED that Husband shall maintain the $50,000.00 State Farm Life Insurance policy and retain Wife as beneficiary as long as she has custody of the minor son; or until he is emancipated.

It is further ORDERED, ADJUDGED AND DECREED that Husband shall pay to Wife as alimony *in futuro* the amount of $300.00 per month for a period of five years beginning September 1, 1993, and payable on or before the first day of each and every month thereafter.

It is further ORDERED, ADJUDGED AND DECREED that Wife is awarded a judgment in the amount of $2,500.00 from Husband toward her reasonable attorney's fee and any balances due and owing shall be paid by Wife.

It is further ORDERED, ADJUDGED AND DECREED that Husband shall pay on the Visa Gold Card, the debt transferred from the Discover Card to Visa, and the R.F.C. Visa holding Wife harmless, and both parties are restrained and enjoined from making charges against the credit of the other.

The costs of this cause are taxed against Husband for which execution may issue if necessary.

ENTER this 29th day of Sept, 1993.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

JOHN G. DOAK, SR., #2343
Attorney for Defendant/Husband
2525 Lebanon Road
Nashville, TN 37214
(615) 889-1112

CERTIFICATE

I certify that I have forwarded a copy of the foregoing Final Decree to Mary Ann Reese, Attorney for Plaintiff/Wife, Nashville City Center, Suite 2420, 511 Union Street, Nashville, TN 37219-1716, by fax transmission and by U.S. mail, postage pre-paid, this 14th day of September, 1993.

JOHN G. DOAK, SR.

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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 FOURTH Circuit Court for Davidson County, Tennessee, on the 29 day of SEPTEMBER , 19 93 , in the Case Number 92D1661 between THOMPSON, NANCI ALLEN Plaintiff, and THOMPSON, DAVID EUGENE Defendant, as same remains of record in Book 222A , Page 200 of the Minutes of said Court.

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IDENTIFICATION REFERENCE

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IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 06 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 Mary J. Bass
Deputy Clerk

SEAL

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