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RICHARD R. ROONER, CLERK

B.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

NORMA DELORES DIVINNY,)
)
COMPLAINANT,)
)
v.) NO. 93D-593
)
JACKSON BROWN DIVINNY,)
)
DEFENDANT.)

060-02-0
250.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 15th day of February, 1994, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed herein, Answer thereto, stipulation of the parties pursuant to T.C.A. 36-4-129, agreement as to property and support announced to the Court, and the entire record from all of which the Court finds as follows:

That pursuant to T.C.A. 36-4-129, the parties have stipulated that the Complainant, NORMA DELORES DIVINNY, should be awarded a divorce on the grounds of inappropriate marital conduct and both parties should be restored to all the rights and privileges of unmarried persons.

That the parties shall continue to hold the marital residence located at 3012 Carterwood Drive, Nashville, Tennessee as tenants in common with the Complainant, NORMA DELORES DIVINNY, having a seventy percent (70%) interest in said property and the Defendant, JACKSON BROWN DIVINNY, having a thirty percent (30%) interest in said property.

That the Complainant, NORMA DELORES DIVINNY, would have the sole and exclusive use and possession of the marital residence and that the Defendant, JACKSON BROWN DIVINNY, should vacate the residence and remove his property therefrom on or before March 1, 1994.

That each party shall be enjoined and restrained from coming about the other for the purpose of threatening, physically or verbally abusing the other, or harrassing the other in any manner whatsoever at work or at home, in person or by telephone pending further Orders of the Court.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

That the Complainant, NORMA DELORES DIVINNY, should be responsible for the outstanding monthly note, maintenance, and utilities on said property and hold the Defendant, JACKSON BROWN DIVINNY, harmless thereon so long as she shall reside in said property.

That the Complainant, NORMA DELORES DIVINNY, shall immediately transfer all utilities into her name and shall be entitled to any deposits associated therewith.

That the Defendant, JACKSON BROWN DIVINNY, shall be entitled to the use of the current telephone number at the parties' residence which is (615) 226-0024.

That the marital residence shall be sold upon the death of the Complainant, her remarriage, her vacating said premises, or upon agreement of the parties at which time the property shall be sold and the proceeds therefrom shall be applied to any outstanding indebtedness on the residence, and the remaining proceeds, after deducting the costs of the sale, shall be divided with the Complainant receiving seventy percent (70%) of the proceeds and the Defendant receiving the remaining thirty percent (30%) of the proceeds.

That the Complainant, NORMA DELORES DIVINNY, shall be responsible for the day to day maintenance of the marital residence pending its sale and any repairs which cost less than Three Hundred Dollars ($300.00). In the event any repairs are anticipated to cost more than Three Hundred Dollars ($300.00) she will notify the Defendant of the anticipated expense and each of the parties shall have the right to secure estimates and the parties shall thereafter agree on the best estimate and shall split the costs of said repairs equally. In the event of an emergency the Complainant is authorized to affect repairs immediately and the parties shall divide the costs equally.

That the Complainant, NORMA DELORES DIVINNY, shall be awarded alimony <u>in futuro</u> to be paid by the Defendant in the amount of Three Hundred Dollars ($300.00) per month until her death or remarriage or further orders of the Court with said support to be

due and payable by the 5th day of each month with the first payment to be due on March 5, 1994. Upon the Complainant's remarriage she shall have an affirmative duty to immediately notify the Defendant.

That until the termination of the alimony awarded herein by death of the Complainant, remarriage or otherwise, the Defendant, JACKSON BROWN DIVINNY, shall keep in full force and effect on his life, his life insurance policy through his Teamster's Benefit Plan in the amount of approximately Fifty Thousand Dollars ($50,000.00) and the Complainant, NORMA DELORES DIVINNY, shall be the beneficiary thereon for not less than Forty Thousand Dollars ($40,000.00) of said insurance. The Defendant, JACKSON BROWN DIVINNY, shall within thirty (30) days of the entry of this Order supply the Complainant, NORMA DELORES DIVINNY, with proof of said policy and beneficiary designation thereon and shall authorize the insurance carrier to release information to the Complainant, NORMA DELORES DIVINNY, so that she may confirm the continued existence of the policy and the beneficiary designation thereon from time to time.

That the Complainant, NORMA DELORES DIVINNY, shall be awarded all household furniture, furnishings, appliances, the riding lawnmower and a fair division of the family photographs located at the parties' marital residence and the Defendant shall be divest of any right, title or interest therein.

That the Defendant, JACKSON BROWN DIVINNY, shall be awarded his personal belongings located at the marital residence, a fair division of the family photographs, his tools, air compressor and guns located at the marital residence as well as his separate property consisting of his personal jewelry, and a mantel clock and the Complainant should be divest of any right, title or interest therein.

The Complainant shall be awarded the 1992 Buick automobile now in her possession and the Defendant should be divest of any right, title or interest therein.

The Defendant, JACKSON BROWN DIVINNY, shall be awarded the 1983 Ford Bronco now in his possession as well as the 1988

International tractor and equipment associated therewith as well as the Echo Bay Gold Mine Stock, and the Complainant shall be divest of any right, title or interest to the foregoing property. The Defendant shall be responsible for any outstanding indebtedness on said property and shall hold the Complainant harmless thereon.

That each of the parties shall be awarded their own bank accounts listed in their name individually and any pension or retirement plan in their name individually and the other party shall be divest of any right, title or interest therein.

That each of the parties shall be responsible for paying for any and all debts, charge accounts or credit cards listed in his or her name individually and shall hold the other party harmless thereon.

That the Complainant, NORMA DELORES DIVINNY, shall be awarded the 2 acre lot located in Kentucky and the Defendant shall be ~~divest~~ divested of any right, title or interest therein.

That the Complainant shall be awarded her reasonable attorneys fees in the amount of Two Thousand Dollars ($2,000.00) and attorney Phillip Robinson should be awarded a judgment in said amount against the Defendant to be paid at a rate of not more than Two Hundred Dollars ($200.00) per month.

It is therefore, **ORDERED, ADJUDGED and DECREED**, that the Complainant, NORMA DELORES DIVINNY, is hereby awarded an absolute divorce on the grounds of inappropriate marital conduct and both parties are restored to all the rights and privileges of unmarried persons.

It is further **ORDERED**, that the parties shall continue to hold the marital residence located at 3012 Carterwood Drive, Nashville, Tennessee as tenants in common with the Complainant, NORMA DELORES DIVINNY, being awarded a seventy percent (70%) interest in said property and the Defendant, JACKSON BROWN DIVINNY, being awarded a thirty percent (30%) interest in said property.

It is further **ORDERED**, that the Complainant, NORMA DELORES DIVINNY, shall have the sole and exclusive use and possession of the marital residence and that the Defendant, JACKSON BROWN

DIVINNY, should vacate the residence and remove his property therefrom on or before March 1, 1994.

It is further, **ORDERED**, that both parties are hereby permanently enjoined and restrained from coming about the other for the purpose of threatening, physically or verbally abusing the other, or harrassing the other in any manner whatsoever at work or at home, in person or by telephone pending further Orders of the Court.

It is further **ORDERED**, that the Complainant, NORMA DELORES DIVINNY, is responsible for the outstanding monthly note, maintenance, and utilities on said real property and shall hold the Defendant, JACKSON BROWN DIVINNY, harmless thereon so long as she shall reside in said property.

It is further **ORDERED**, that the Complainant, NORMA DELORES DIVINNY, shall immediately transfer all utilities into her name and shall be entitled to any deposits associated therewith.

It is further **ORDERED**, that the Defendant, JACKSON BROWN DIVINNY, is entitled to the use of the current telephone number at the parties' residence which is (615) 226-0024.

It is further **ORDERED**, that the marital residence shall be sold upon the death of the Complainant, her remarriage, her vacating said premises, or upon agreement of the parties at which time the proceeds from said sale shall be applied to any outstanding indebtedness on the residence and the remaining proceeds, after deducting the costs of the sale, shall be divided with the Complainant receiving seventy percent (70%) of the proceeds and the Defendant receiving the remaining thirty percent (30%) of the proceeds.

It is further **ORDERED**, that the Complainant, NORMA DELORES DIVINNY, shall be responsible for the day to day maintenance of the marital residence pending its sale and any repairs which cost less than Three Hundred Dollars ($300.00). In the event any repairs are anticipated to cost more than Three Hundred Dollars ($300.00) Complainant will notify the Defendant of the anticipated expense and each of the parties shall have the right to secure estimates

and the parties shall thereafter agree on the best estimate and shall split the costs of said repairs equally. In the event of an emergency the Complainant is authorized to affect repairs immediately and the parties shall divide the costs equally.

It is further **ORDERED**, that the Complainant, NORMA DELORES DIVINNY, is hereby awarded alimony in futuro to be paid by the Defendant in the amount of Three Hundred Dollars ($300.00) per month until her death, or remarriage, or further orders of the Court with said support to be due and payable by the 5th day of each month with the first payment to be due on March 5, 1994. Upon the Complainant's remarriage she shall have an affirmative duty to immediately notify the Defendant.

It is further **ORDERED**, that until the termination of the alimony awarded herein, the Defendant, JACKSON BROWN DIVINNY, shall keep in full force and effect on ~~a~~ his life, his life insurance policy through his Teamster's Benefit Plan in the amount of approximately Fifty Thousand Dollars ($50,000.00) and the Complainant, NORMA DELORES DIVINNY, shall be the beneficiary thereon for not less than Forty Thousand Dollars ($40,000.00) of said insurance. The Defendant, JACKSON BROWN DIVINNY, shall, within thirty (30) days of the entry of this Order, supply the Complainant, NORMA DELORES DIVINNY, with proof of said policy and beneficiary designation thereon, and shall authorize the insurance carrier to release information to the Complainant, NORMA DELORES DIVINNY, so that she may confirm the continued existence of the policy and the beneficiary designation thereon from time to time.

It is further **ORDERED**, that the Complainant, NORMA DELORES DIVINNY, is awarded all household furniture, furnishings, appliances, the riding lawnmower and a fair division of the family photographs located at the parties' marital residence and that the Defendant is divested of any right, title or interest therein.

It is further **ORDERED**, that the Defendant, JACKSON BROWN DIVINNY, is awarded his personal belongings located at the marital residence, a fair division of the family photographs, his tools, air compressor, and guns located at the marital residence as well

as his separate property consisting of his personal jewelry and a mantel clock, and the Complainant is divested of any right, title or interest therein.

It is further **ORDERED**, that the Complainant is hereby awarded the 1992 Buick automobile now in her possession and the Defendant is hereby divested of any right, title or interest therein.

It is further **ORDERED**, that the Defendant, JACKSON BROWN DIVINNY, is hereby awarded the 1983 Ford Bronco now in his possession as well as the 1988 International tractor and equipment associated therewith as well as the Echo Bay Gold Mine Stock and the Complainant is divested of any right, title or interest to the foregoing property. The Defendant shall be responsible for any outstanding indebtedness on said property and shall hold the Complainant harmless thereon.

It is further **ORDERED**, that each of the parties is awarded their own bank accounts listed in their name individually and any pension or retirement plan in their name individually and the other party is divested of any right, title or interest therein.

It is further **ORDERED**, that each of the parties is responsible for paying for any and all debts, charge accounts or credit cards listed in his or her name individually and shall hold the other party harmless thereon.

It is further **ORDERED**, that the Complainant, NORMA DELORES DIVINNY, is awarded all right, title and interest in and to approximately 2 acres of real property located in the State of Kentucky and more particularly described as follows:

> BEGINNING on a concrete marker, corner of Rock Springs Church lot, formerly the Butler County Board of Education lot, and corner of Lois Goodman; thence with Goodman line S 48 1/2 degrees E 12.6 poles to a concrete marker, still corner with Lois Goodman; Continuing with the Goodman line S 19 degrees W 25.2 poles to a concrete marker, N 48 1/2 degrees W 12.6 poles to a concrete marker corner of Goodman and said church lot; thence with the Church line N 19 degrees E 25.2 poles to the beginning, containing 2 acres more or less, as surveyed by Ray Pogue, Logan County Surveyor.
>
> Being the same property conveyed to Norma Divinny and husband, J. B. Divinny from Lois Goodman and husband Paul Goodman on the 29th day of October, 1973 and recorded on said date

in Deed Book No. _____ page _____, in the County Court Clerk's Office, Butler County, Kentucky.

The Defendant is hereby divested of any right, title or interest in the foregoing property and all interest is vested solely in the Complainant, NORMA DELORES DIVINNY.

It is further **ORDERED**, that Attorney Phillip Robinson is hereby awarded a judgment against the Defendant, JACKSON BROWN DIVINNY, in the amount of Two Thousand Dollars ($2,000.00) to be paid at the rate of not more than Two Hundred Dollars ($200.00) per month directly to the aforesaid attorney.

It is further **ORDERED**, that the Defendant shall pay the costs of this cause for which execution should issue if necessary.

This the 9th day of ~~February~~ March, 1994.

JUDGE

~~APPROVED~~ FOR ENTRY:

PHILLIP ROBINSON #3023
213 Third Avenue, N
Nashville, TN 37201
(615) 242-5453

Sam Wallace, Sr.
Attorney at Law
4th Floor
Stahlman Bldg.
Nashville, Tennessee 37201
(615) 256-0550

STATE OF TENNESSEE

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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 _10 day of _MARCH , 19 _94 , in the Case Number _93D593 between _DIVINNY, NORMA DELORES (GOODMAN) Plaintiff, and _DIVINNY, JACKSON BROWN Defendant, as same remains of record in Book 2278 , Page _895 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 _27 day of _APRIL in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By K Langford
Deputy Clerk

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IDENTIF. # REFERENCE

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

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