223A/457

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RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUANITA GREGORY
Plaintiff

VS.

STANLEY GREGORY
Defendant

NO. 92D-4417

BOOK 9357 PAGE 48

ORDER AND DECREE OF DIVORCE

This cause came on to be heard on the 12th day of October, 1993 before the Honorable Muriel Robinson Rice, Judge, upon the complaint for absolute divorce filed by the plaintiff, Juanita Gregory, amended and supplemental complaint, answer to amended and supplemental complaint and countercomplaint filed by the defendant, Stanley Gregory, answer to the countercomplaint, testimony of the parties, witnesses and exhibits, statement of counsel and the entire record herein, from all of which the Court finds that the plaintiff, Juanita Gregory, is entitled to an absolute divorce from the defendant, Stanley Gregory, pursuant to Tennessee Code Annotated Section 36-4-129, that the plaintiff is awarded a judgment against the defendant in the amount of $400.00, for failure to comply with prior orders, MRR/ MRR/ that the plaintiff be and is hereby awarded the homeplace and real property located at 604 Pierpoint Drive, Nashville, Tennessee 37206, subject to any existing mortgage thereon and plaintiff shall hold defendant harmless for any obligation and/or debt existing on said property, that the plaintiff is awarded the 1981 Oldsmobile Cutlass, the washer and dryer, the living room suite, waterbed, two antique wardrobes, stereo, one floor model television, all kitchen utensils, all wall pictures and all other furniture and furnishings presently in her possession. The Court further finds that the defendant shall pay alimony in futuro in the amount of $205.06 per month for eighteen months, beginning November 1, 1993. Said alimony in futuro shall be allocated as follows: $100.00 per month as support and $105.06 per month as one-half (1/2) of the

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plaintiff's insurance payments should the plaintiff elect to remain on the defendant's insurance through a COBRA plan. Plaintiff may elect to receive the $105.06 payment directly from the defendant for her insurance, the payment of which relieves the defendant of any additional obligation to contribute to the plaintiff's insurance for the next eighteen months. Moreover, the Court finds that the defendant shall be awarded the 1971 Chevrolet Truck, the 1970 Chevrolet Impala and the 1988 Kawasaki Motorcycle, the 16 1/2 foot trailer, the Job Corp truck trophies, the Commodore personal computer and software, any tools and car equipment and the 10 speed bicycle. Based on the proof at the hearing, the Court further finds that the defendant shall be required to pay the Internal Revenue Service obligation in the approximate amount of $2600.00 and shall hold plaintiff harmless thereon. The Court also finds that the 1988 Kawasaki motorcycle referenced herein is unencumbered and that the defendant shall be prohibited from encumbering and/or selling said motorcycle until said Internal Revenue Service obligation is satisfied in full. Moreover, the defendant shall be required to submit to the Court every thirty (30) days a statement evidencing payment to the I.R.S. of the amount he has previously agreed to pay each month. In the event that the defendant fails to comply with the Court's requirements either as to the payment of the obligation to the I.R.S. or the reporting of the payments as ordered by this Court, then the 1988 Kawasaki motorcycle shall be attached and sold with all proceeds derived therefrom being applied to the aforementioned I.R.S. obligation. The Court further finds that the defendant's counsel, Robert Rutherford, Esquire, based upon the agreement of the defendant, is awarded a judgment against the defendant in the amount of $1650.00 for Mr. Rutherford's attorney's fees. The Court finds that the defendant shall pay plaintiff's attorney's fees and Floyd N. Price, Esquire, is awarded a judgment against the defendant for said fees in the amount of $1607.50. Finally, the Court finds that the plaintiff shall be restored to her maiden name

of Smith.

It is, therefore, ORDERED AND ADJUDGED that the plaintiff, Juanita Smith Gregory, be and is hereby awarded an absolute divorce from the defendant, Stanley Gregory, pursuant to Tennessee Code Annotated Section 36-4-129 and the parties are restored to the rights and privileges of unmarried persons.

It is further ORDERED that the plaintiff is awarded a judgment against the defendant in the amount of $400.00. Said judgment represents the October, 1993 payment the defendant failed to pay plaintiff as his contribution towards the parties' homeplace as previously ordered by this Court.

It is further ORDERED that the plaintiff be and is hereby awarded all right, title and interest in the homeplace and real property located at 604 Pierpoint Drive, Nashville, Tennessee, 37206. Said real property is more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 34 on the Map of Haynes Heights, Section II, as of record in book 2331, page 58 and 59, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 34 fronts 107.7 feet on the northerly side of Francis Street and runs back 188.6 feet on the westerly line and 146.8 feet on the easterly line to a dead line in the rear, measuring 101 feet thereon.
>
> Being the same property conveyed to Roy D. Rucker and Virgie DeBow as joint tenants with the right of survivorship by deed from Roy D. Rucker, of record in Book 6271, page 554, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Virgie DeBow by deed from Roy D. Rucker of record in Book 8015, page 190, said Register's Office.
>
> Being the same property coneyed to Stanley E. Gregory, et ux of record in Book 8088, page 841, Register's office for Davidson County, Tennessee.

Plaintiff shall assume the outstanding indebtedness on the aforesaid real property and shall hold the defendant harmless on any claim or demand existing thereon.

It is further ORDERED that the plaintiff is awarded the 1981 Oldsmobile Cutlass Vehicle Identification Number

1G3AG69A7BD44836W0, the washer and dryer, the living room suite, waterbed, two antique wardrobes, stereo, one floor model television, all kitchen utensils, all wall pictures and all other furniture and furnishings presently in her possession.

It is further ORDERED that the defendant shall pay plaintiff alimony in futuro in the amount of $205.06 per month for eighteen months, beginning November 1, 1993. Said alimony in futuro shall be allocated as follows: $100.00 per month as support and $105.06 per month as one-half (1/2) of the plaintiff's medical insurance payments should the plaintiff elect to remain on the defendant's insurance through a COBRA plan. Plaintiff may elect to receive the $105.06 payment directly from the defendant for her medical insurance, the payment of which relieves the defendant of any additional obligation to contribute to the plaintiff's medical insurance for the next eighteen months. Said payments shall be made directly from the defendant to plaintiff and shall be due on the first day of each month, beginning November 1, 1993 and continuing until said payments are completed as hereinabove set forth.

It is further ORDERED that the defendant shall be awarded the 1971 Chevrolet Truck, the 1970 Chevrolet Impala and the 1988 Kawasaki Motorcycle Vehicle Identification Number JKAZX4C12JB500014, the 16 1/2 foot trailer, the Job Corp truck trophies, the Commodore personal computer and software, any tools and car equipment and the 10 speed bicycle.

It is further ORDERED that the defendant shall be required to pay the Internal Revenue Service(I.R.S.) obligation in the approximate amount of $2600.00 and shall hold plaintiff harmless from any demand or claim thereon.

It is further ORDERED that the defendant be and is hereby restrained, enjoined and prohibited from encumbering and/or selling said Kawasaki motorcycle until said Internal Revenue Service obligation is satisfied in full. Moreover, the defendant shall be required to submit to the Court every

thirty (30) days a statement evidencing payment to the I.R.S. of the amount he has previously agreed to pay each month. In the event that the defendant fails to comply with the Court's requirements either as to the payment of the obligation to the I.R.S. or the reporting of the payments as ordered by this Court, then the 1988 Kawasaki motorcycle shall be attached and sold with all proceeds derived therefrom being applied to the aforementioned I.R.S. obligation.

It is further ORDERED that if the Internal Revenue Service withholds funds from any tax refund that may be due plaintiff because of the outstanding tax obligation referenced herein, then the defendant shall be required and obligated to reimburse plaintiff for any funds withheld by the Internal Revenue Service because of the above-referenced tax obligation.

It is further ORDERED that Robert Rutherford, Esquire, based upon the agreement of the defendant, is awarded a judgment against the defendant in the amount of $1650.00 for Mr. Rutherford's attorney's fees.

It is further ORDERED that the defendant shall pay plaintiff's attorney's fees and Floyd N. Price, Esquire, is awarded a judgment against the defendant for said fees in the amount of 1607.50.

It is further ORDERED that the plaintiff shall be restored to her maiden name of Smith.

It is further ORDERED that the costs of this cause are taxed against the defendant, for which execution may issue, if necessary.

ENTERED this the 2nd day of ~~October~~ November, 1993.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:
WILLIAMS AND DINKINS

By _____
Floyd N. Price, No. 6475
203 Second Avenue, North
Nashville, Tennessee 37201
(615) 244-3988

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing order and decree was mailed to Robert Rutherford, Esquire, Suite 400, 214 Second Avenue, North, Nashville, Tennessee 37201 this the 25th day of October, 1993.

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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 _02 day of _NOVEMBER , 19 _93 , in the Case Number _92D4417 between _GREGORY, JAUNITA Plaintiff, and

0507 05/25 0101 01CASH 28.00

_GREGORY, STANLEY Defendant,

as same remains of record in Book 223A , Page _498 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 _25 day of _MAY in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

54175
IDENTIF. & REFERENCE

94 MAY 25 PM 3:52
FELIX E. ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

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