BOOK 9598 PG 522

IN THE CIRCUIT COURT FOR SUMNER COUNTY
AT GALLATIN, TENNESSEE

FILED

JAN 13 1995

MAHAILIAH HUGHES, CLERK
BY _____ D.C.

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IDENTIFICATION REFERENCE

JAN ALISON LEWIS,
2271 Luster Road, Goodlettsville, TN 37072
Social Security [redacted]-5804
Petitioner

v.

JAMES C. LEWIS,
c/o Jim & Sue Lewis, 121 Otari Dr., Kingsport, TN 37664
Social Security [redacted]-0299
Respondent

CASE NO. 13276-C

MAIL ENV.

FINAL DECREE OF DIVORCE

This matter came on to be heard on the 5th day of January, 1995, before the Honorable Thomas Goodall, Judge of the Circuit Court of Sumner County, upon the Complaint for Divorce filed by Petitioner, JAN ALISON LEWIS, (hereinafter referred to as "Wife"), the answer thereto filed by Respondent, JAMES C. LEWIS, (hereinafter referred to as "Husband"), testimony of the parties and witnesses in open court, statements of counsel, exhibits introduced into evidence, and upon the record as a whole, from all of which the Court is of the opinion and finds as follows:

A. That, upon stipulation by Husband, the Wife is entitled to be granted a divorce from the Husband on the grounds of inappropriate marital conduct.

B. That, upon stipulation by Husband, the Wife is granted sole custody of the parties minor child, JESSICA LAUREN LEWIS, born April 9, 1993.

C. Husband having refused to submit to a drug test the date of the hearing, visitation of the Husband shall be held in abeyance, and he may file with this court when he is prepared to come forward and prove that institution of visitation would be in the best interests of the minor child.

D. That the Court, sua sponte, and upon request of the parental grandparents, permit them to intervene in this cause in order to establish grandparent visitation rights, and that, upon stipulation by the Wife that she has no objection to such visitation, that they be granted same.

E. That the paternal grandparents, James Lewis and Martha Katherine (Sue) Lewis should be granted visitation with the minor child for four days per month, such days to be from 6:00 p.m. of the first Thursday of every month until the following Monday at 6:00 p.m. and further that they should be granted two one-week visitations with the child during the summer. Husband may visit with the child during such grandparent visitation sessions, but JAMES LEWIS AND MARTHA KATHERINE (SUE) LEWIS, shall be responsible for supervision of such visitation and shall ascertain that the Husband does not remove the child from their direct supervision during such visitation.

F. That child support should be set in this matter in the amount of $78.60 per week, which sum is based upon the income earning ability of the Husband in the amount of $2,000.00 per month.

G. That the child support shall be paid by wage assignment. A wage assignment is already in place against the Husband's employer, TCI, but that Husband is on indefinite medical leave of absence from such employment, and has advised the Court that he will be seeking other employment. Husband shall be required to advise the Clerk of the Court of any change of employment within five working days of such change of employment.

H. That, by stipulation of the parties, the Wife shall continue to maintain health insurance for the benefit of the parties minor child until such time as coverage shall be available

to the Husband at a rate less than that paid by the Wife. The Husband shall be required to reimburse the Wife on a monthly basis for any difference between the costs to her of sole coverage and the cost to her of the coverage for herself and the child, and she shall provide him adequate proof of such amount.

I. Any medical, dental, optic, pharmaceutical, psychological, extraordinary educational or other uncovered health care related expenses for said minor child not covered by said insurance shall be divided equally between the parties. Upon receipt of any non-covered medical bill, each party shall be responsible within fifteen (15) days to hand-deliver or to mail said bill to the other party by certified mail. In return, the other party shall have fifteen days to pay one-half of said medical bill. (Receipt of a non-covered medical bill shall be any bill which precedes the amount necessary to meet the annual major medical deductible, and any statement of an insurance carrier denying any part of a properly submitted medical claim.)

J. Both parties shall be allowed reasonable telephone access to the child at all times. Both parties shall supply such telephone numbers to the other party. Each party shall promptly notify the other of any change of address and shall provide the other with current residence address, place of employment, home and business telephone numbers and shall update this information as necessary.

K. Neither parent shall use alcohol to excess or illegal drugs around the child or allow anyone else to use alcohol to excess or illegal drugs in the presence of the child nor engage in any inappropriate sexual conduct in the presence of the child or while the child is under their supervision.

L. That, by stipulation of the parties, both parties shall maintain life insurance on themselves in an amount not less than $10,000.00, naming the other party as beneficiary thereon.

M. Husband is in arrears on his child support payments from November 5, 1994 to January 5, 1995 in the amount of $667.52 (including the 5% fee of the clerk of the Court). Wife should be granted judgment for this amount, and Husband should be required to pay this arrearage off at the rate of $25.00 per week.

N. That the Wife is awarded all of her separate property consisting of the following: Living room suite with couch, loveseat, chair, end table, coffee table, baby bed, guest bed, corner cupboard, lamps; Bedroom suite of bed, dresser and chest of drawers; Dinette set with chairs; old television set; wedding rings (gift from Husband); quilt from her grandmother; miscellaneous clothing and personal effects.

O. That the Husband is awarded his separate property consisting of the following: Some tools and toolbox, some guns and other hunting equipment; a 19-inch television; books; TCR racetrack; television set; lamp; desk and chair from grandfather; some fishing equipment; framed lion cross-stitch; 36-gallon fish tank; wedding ring (gift from Wife), personal clothing and effects.

P. That Wife is to be awarded the parties real property located at 2271 Luster Road, Goodlettsville, TN and all right title and interest in said property is divested out of JAMES C. LEWIS and vested in JAN ALISON LEWIS. Said property is known to the Tax Assessor's Office of Davidson County, Tennessee as Map #17, Parcel #P1056 and is more particularly described hereinafter.

Q. As division of marital property, the division set forth in the Exhibit supplied by the Wife is appropriate in this matter. Therefore, the Wife is to receive all the parties marital property with the exception that the Husband shall receive the following: stereo & speakers; 1993 Ford truck; the steak knives; all spices out of cabinet; bedspread; all of his tools and toolbox; all guns, bow and arrows & other hunting equipment; gun rack; some of the towels; the VCR; his 19 inch television set; all of his clothing and personal effects; his grandmother's lamp;

kitchen telephone; brass table lamp & shade; desk and chair from his grandfather; digital clock; fishing poles and fishing tackle & equipment; the embossed bible; fish tank stand; revere cookware; book collection; his pension through his employer, TCI. Husband shall return the Wife's grandmother's quilt to the Wife on or before February 5, 1995, at which time he shall be allowed to take possession of the books and other personal effects still located in the marital residence.

R. Regarding the television set from H.H. Gregg, Husband may within twenty days of the date of the entry of this order, elect to receive same. Such election shall be made in writing to counsel for the Wife and shall be accompanied by certified funds in the amount of $125.00; failure to make such election within the said twenty days shall be deemed to be an election not to receive the television set; said counsel shall amend this Order to reflect such election or failure to make such election. In the event the Husband elects not to receive the television set, he shall return same to the Wife on or before February 5, 1995 in the same condition it was in when the parties separated.

S. Regarding distribution of the marital indebtedness, the division set forth in the Exhibit introduced by the Wife is appropriate in this matter. Therefore, the Wife is liable for payment of the following marital indebtedness: First Tennessee Bank for mortgage on real property; Mike Stokes for the balance due on the real property; Liberty National Bank for her 1992 Ford Taurus; one-half of the Citibank VISA, Account #4128-0025-0197-6943; Wife shall indemnify and hold Husband harmless on such indebtedness.

T. The Husband should be liable for payment of the following marital indebtedness: Liberty National Bank for his 1993 Ford truck; H.H. Gregg account #98-0250-1503-2725 balance of $200.00; one-half of the Citibank VISA, Account #4128-0025-0197-6943 (which shall be paid by mailing the Wife a check for $100.00 per month until the present $5,000.00 balance is paid in full); Husband shall indemnify and hold Husband harmless on such indebtedness.

U. Wife should be granted judgment against in the Husband in the amount of $2,856.62 as Alimony in Solido. In the event that the Husband shall elect not to receive the television set from H.H. Gregg, this amount shall be reduced by $125.00, same being the amount of Wife's payments on this indebtedness during the pendency of this divorce action.

V. The parties obligations to pay the indebtedness set forth herein are in the nature of support in that neither party has the financial ability to pay all the indebtedness set forth herein without both parties fulfilling their obligations allocated herein.

W. That the Wife should be granted her attorney fees and costs in this cause in the amount of $2,500.00 as alimony in solido. The Court would decline to set an amount for payment plan to reduce this judgment, but finds that the Husband should make his best possible effort to get same paid in full.

X. Costs in this cause should be taxed against defendant. T.G.

It is, therefore, ORDERED, ADJUDGED and DECREED as follows:

1. JAN ALISON LEWIS is hereby granted a divorce from the JAMES C. LEWIS on the grounds of inappropriate marital conduct and both are restored to all the rights and privileges of unmarried persons.

2. The Wife is granted sole custody of the parties minor child, JESSICA LAUREN Orr LEWIS, born April 9, 1993.

3. Husband may file with this court when he is prepared to come forward and prove that institution of visitation would be in the best interests of the minor child.

4. The paternal grandparents, JAMES LEWIS and MARTHA KATERINE (SUE) LEWIS are permitted to intervene in this cause.

5. JAMES LEWIS and MARTHA KATHERINE (SUE) LEWIS are hereby granted visitation with the minor child for four days per month, such days to be from 6:00 p.m. of the first Thursday of every month until the following Monday at 6:00 p.m. and two one-week visitations with the child during the summer. Husband may visit with the child during such grandparent visitation sessions, but JAMES LEWIS AND MARTHA KATHERINE (SUE) LEWIS, shall be responsible for supervision of such visitation and shall ascertain that the Husband does not remove the child from their direct supervision during such visitation.

6. Husband is hereby ordered to pay child support in the amount of $78.60 per week, to be paid at $82.53 per week (including $3.93 for the 5% fee of the Clerk of the Court), and the wage assignment previously ordered by this court against the Husband's employer, TCI, shall be modified accordingly.

7. Husband is hereby ordered to advise the Clerk of the Court of any change of employment within five working days of such change of employment.

8. Wife is hereby ordered to maintain health insurance for the benefit of the parties minor child until such time as coverage shall be available to the Husband at a rate less than that paid by the Wife. The Husband is hereby ordered to reimburse the Wife on a monthly basis for any difference between the costs to her of sole coverage and the cost to her of the coverage for herself and the child, and she shall provide him adequate proof of such amount.

9. Each party is hereby ordered to pay one-half of any medical, dental, optic, pharmaceutical, psychological, extraordinary educational or other uncovered health care related expenses for said minor child not covered by said insurance. Upon receipt of any non-covered medical bill, each party shall be responsible within fifteen (15) days to hand-deliver or to mail said bill to the other party by certified mail. In return, the other party shall have fifteen days to pay one-half of said medical bill. (Receipt of a non-covered medical bill shall be any bill which precedes the amount necessary to meet the annual major medical deductible, and any statement of an insurance carrier denying any part of a properly submitted medical claim.)

10. Both parties shall be allowed reasonable telephone access to the child at all times. Both parties shall supply such telephone numbers to the other party. Each party shall promptly notify the other of any change of address and shall provide the other with current residence address, place of employment, home and business telephone numbers and shall update this information as necessary.

11. Neither parent shall use alcohol to excess or illegal drugs around the child or allow anyone else to use alcohol to excess or illegal drugs in the presence of the child nor engage in any inappropriate sexual conduct in the presence of the child or while the child is under their supervision.

12. Each party shall maintain life insurance on themselves in an amount not less than $10,000.00, naming the other party as beneficiary thereon, and provide proof of such coverage within fifteen days of receipt of request for same from the other party.

13. Wife is hereby granted judgment against Husband for in arrears on his child support payments from November 5, 1994 to January 5, 1995 in the amount of $667.52 (including the 5% fee of the clerk of the Court). Husband shall pay $25.00 per week until paid in full, such payment to be made to the clerk of the Court in the amount of $26.26 (including the fee of the clerk of the court in the amount of $1.25) through wage assignment, which is to be modified accordingly.

14. Wife is hereby awarded all of her separate property consisting of the following: Living room suite with couch, loveseat, chair, end table, coffee table, baby bed, guest bed, corner cupboard, lamps; Bedroom suite of bed, dresser and chest of drawers; Dinette set with chairs;

old television set; wedding rings (gift from Husband); quilt from her grandmother; miscellaneous clothing and personal effects.

15. Husband is hereby awarded his separate property consisting of the following: Some tools and toolbox, some guns and other hunting equipment; a 19-inch television; books; TCR racetrack; television set; lamp; desk and chair from grandfather; some fishing equipment; framed lion cross-stitch; 36-gallon fish tank; wedding ring (gift from Wife), personal clothing and effects.

16. Wife is hereby awarded the parties real property located at 2271 Luster Road, Goodlettsville, TN and all right title and interest in said property is divested out of JAMES C. LEWIS and vested in JAN ALISON LEWIS. Said property is known to the Tax Assessor's Office of Davidson County, Tennessee as Map #17, Parcel #P1056 and is more particularly described as follows:

Tract No. 3:

A certain tract or parcel of land in the 10th Civil District of Davidson County, Tennessee, described as Tract No. 3 on the unrecorded survey of the Redding Subdivision dated March, 1990, by David A. Demerick, Registered Land Surveyor, No. 1219, as follows:

BEGINNING at an iron pin in the westerly margin of Luster Road, a corner to Jerry Finley, et ux, (said point being North 55 degrees 00 minutes 04 seconds East 95.76 feet to a point; thence, on a curve having a delta angle of 47 degrees 24 minutes 09 seconds, a radius of 506.36 feet, a tangent of 222.3 feet and a length of 421.7 feet to a point; thence, North 7 degrees 35 minutes 55 seconds East 141.93 feet to an iron pin marking the corner of the Logan property of record in Book 4533, page 555, Register's Office for Davidson County, Tennessee); thence with said margin of said Road on a curve having a chord of South 48 degrees 01 minutes 50 seconds West 280.93 feet to an iron pin, a corner to Tract No. 4; thence, leaving said road North 70 degrees 08 minutes 48 seconds West 1,011.12 feet to a point in the line of Harris of record in Book 6134, Page 711, said Register's Office; thence, with the line of Harris North 32 degrees 35 minutes 52 seconds East 183.0 feet to an iron pin; thence with the line of Finley South 73 degrees 43 minutes 51 seconds East 1,105.56 feet to the point of beginning and containing 5.07 acres, more or less.

BEING a part of the same property conveyed to Harold L. Redding and wife, Martha Jane Redding, by deed from Horace Landon Luster and wife, Audrey Luster, of record in Book 4355, page 185, Register's Office for Davidson County, Tennessee, and being the same property conveyed by Harold L. Redding and wife, Martha Jane Redding to Jan Allison Stokes, a single woman, of May 4, 1990, of record in Book 8106, Page 567, said Register's office.

17. Wife is hereby awarded all the parties marital property with the exception that the Husband is hereby awarded the following: stereo & speakers; 1993 Ford truck; the steak knives; all spices out of cabinet; bedspread; all of his tools and toolbox; all guns, bow and arrows & other hunting equipment; gun rack; some of the towels; the VCR; his 19 inch television set; all of his clothing and personal effects; his grandmother's lamp; kitchen telephone; brass table lamp & shade; desk and chair from his grandfather; digital clock; fishing poles and fishing tackle & equipment; the embossed bible; fish tank stand; revere cookware; book collection; his pension through his employer, TCI. Husband shall return the Wife's grandmother's quilt to the Wife on or before February 5, 1995, at which time he shall be allowed to take possession of the books and other personal effects still located in the marital residence.

18. Husband may within twenty days of the date of the entry of this order, elect to receive the H.H. Gregg television set. Such election shall be made in writing to counsel for the Wife and shall be accompanied by certified funds in the amount of $125.00; failure to make such election within the said twenty days shall be deemed to be an election not to receive the television set; said counsel shall amend this Order to reflect such election or failure to make such election. In the event the Husband elects not to receive the television set, he shall return

same to the Wife on or before February 5, 1995 in the same condition it was in when the parties separated.

19. Wife is hereby ordered to pay the following marital indebtedness: First Tennessee Bank for mortgage on real property; Mike Stokes for the balance due on the real property; Liberty National Bank for her 1992 Ford Taurus; one-half of the Citibank VISA, Account #4128-0025-0197-6943; Wife shall indemnify and hold Husband harmless on such indebtedness.

20. Husband is hereby ordered to pay the following marital indebtedness: Liberty National Bank for his 1993 Ford truck; H.H. Gregg account #98-0250-1503-2725 balance of $200.00; one-half of the Citibank VISA, Account #4128-0025-0197-6943 (which shall be paid by mailing the Wife a check for $100.00 per month until the present $5,000.00 balance is paid in full); Husband shall indemnify and hold Husband harmless on such indebtedness.

21. Wife is hereby granted judgment against in the Husband in the amount of $2,856.62 as Alimony in Solido. In the event that the Husband shall elect not to receive the television set from H.H. Gregg, this amount shall be reduced by $125.00.

22. Wife is hereby granted judgment against Husband for alimony in solido in the amount of $2,500.00 for her attorney fees and costs in this cause.

23. Any remaining unpaid costs in this cause are hereby taxed against _____, for which execution may lie if necessary.

ENTERED this the 13 day of January, 1995.

JUDGE THOMAS GOODALL

SUBMITTED FOR ENTRY:

OLDHAM & DUNNING, LLC

Sue H. Dunning
SUE HYNDS DUNNING, #12060
Attorney for Plaintiff
102B Public Square
Gallatin, TN 37066
(615) 452-1001

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Order has been served upon have been served on Robert S. Nix, Attorney for Husband, 102 East Main St., Lebanon, TN 37087, by placing same with the United States Mail, postage prepaid, this the 6th day of January, 1995.

Sue H. Dunning
SUE HYNDS DUNNING

STATE OF TENNESSEE
SUMNER COUNTY
Mahailiah Hughes, Clerk, do hereby certify that the foregoing is a true and correct copy of the Final Decree on file or issued in the case of Lewis vs Lewis
This the 7th day of February
MAHAILIAH HUGHES, CIRCUIT COURT CLERK

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