IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GEORGE L. HOOKER, CLERK

JANICE GREENE, Plaintiff,	)	
vs.	)	Number 91D-1061
JERRY GREENE, Defendant.	)	

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FINAL DECREE BOOK 9605 PG 593

This cause came on to be heard on June 23, 1992, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by Wife, Answer of Husband, and announcement to the Court that the parties had settled their custody and property rights and that Wife should obtain a Divorce on stipulated grounds of inappropriate marital conduct pursuant to T.C.A. 36-4-129. Further, that Wife shall have the full care, custody and control of the minor children of the parties and Husband shall have visitation at reasonable times and places. Husband will pay to Wife the arrearage on child support in the amount of $950.00, which shall be paid in ten days. Husband will pay child support to Wife in the amount of $712.00, payable weekly in the amount of $164.30 per week, which is in accordance with the statutory guidelines. Wife will be entitled to claim both children as exemptions on her tax return. Husband will carry the hospitalization and medical coverage for each of the parties' minor children and the parties will pay one-half of any expenses not covered by insurance. The parties agree that each will pay one-half (½) of the children's college education to include room, board, and tuition and said amount shall be comparable to the charges made by the University of Tennessee, at Knoxville, during the same period of time and this provision of each party paying one-half of the college education shall apply provided the children start college before age twenty-five (25) and make reasonable and normal progress in their schooling. The intent of this language is that the children or child will make

every effort to complete their studies, attend classes, and otherwise make every effort to graduate within a four-year period. Wife shall have all right, title and interest to the parties' home place and will be responsible for both mortgages. The parties agree that since the first mortgage is payable through the Nashville Electric Service, which is the employer of Husband, Husband will do whatever is necessary to attend to the paperwork, documents, and otherwise set up the method and procedure by which Wife shall pay Nashville Electric Service the first mortgage. Wife will hold Husband harmless on any indebtedness on the house and said payments shall begin by Wife on July 1, 1992. Further, the parties announced that the household furniture had been divided and Wife shall retain and keep as her sole and separate property all of the household furniture except the television which Husband has in his possession and he may keep. Wife shall have all right, title and interest to the 1991 Chevrolet automobile, which she drives and be responsible for any indebtedness thereon and hold Husband harmless from any payments. Husband shall have the 1990 Ford Bronco and be responsible for all payments thereon and hold Wife harmless from any payments on said vehicle. Husband shall have all right, title and interest in his bass boat and be responsible for all payments thereon and hold Wife harmless for any indebtedness. Husband shall be entitled to keep his Series EE bonds furnished at his place of employment. Each will keep all benefits to which they are entitled at their separate places of employment and neither shall have a claim to the benefits of the other at their place of employment. Husband will pay all medical debts now outstanding which the parties are responsible for. Husband will also be responsible for two personal loans at the Nashville Electric Service in the approximate amount of $15,300.00 and will hold Wife harmless from any payment thereon. Each party will keep in full force and effect the life insurance policy that they have at their place of employment and in the event either or both should be terminated from their employment, they will replace the policy with a similar policy. Both shall

make the children of the parties beneficiaries until the children reach age twenty-one with the other spouse being trustee. Once the children have reached the age of twenty-one, the parties have the right to change the beneficiary to anyone they so choose. Husband will pay the Court costs in the matter. Husband may retain all monies that he may make in fishing tournaments. The parties will maintain and keep their own bank accounts. Any property not mentioned herein, which is in the possession of one party or another, shall become the sole and separate property of the person in whose possession the property is in. Wife will be responsible for the other debts not listed herein. Wife's car has been repossessed and there is a deficiency of $1,800.00, but it was announced to the Court that Nissan Credit Company will accept $950.00 as full and final payment on this deficiency and Husband will pay said deficiency for Wife within ten days.

IT IS, THEREFORE, ORDERED by the Court that Wife be and she is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person, and the bonds of matrimony are forever and perpetually dissolved.

IT IS FURTHER ORDERED by the Court that Wife shall have the full care, custody, and control of the minor children of the parties, and Husband shall have visitation at reasonable times and places.

IT IS FURTHER ORDERED by the Court that Husband will pay to Wife the arrearage on child support in the amount of $950.00, which shall be paid in ten days.

IT IS FURTHER ORDERED by the Court that Husband will pay to Wife child support in the amount of $712.00 per month, payable weekly in the amount of $164.30 per week, which is in accordance with the statutory guidelines.

IT IS FURTHER ORDERED by the Court that Wife shall be entitled to claim both children as exemptions on her tax return.

IT IS FURTHER ORDERED by the Court that Husband will carry the hospitalization and medical coverage for each of the parties' minor children, and the parties will pay one-half of any expenses not covered by insurance.

IT IS FURTHER ORDERED by the Court that the parties agree that each will pay one-half of the children's college education to include room, board, and tuition and said amount shall be comparable to the charges made by the University of Tennessee, at Knoxville, during the same period of time and this provision of each party paying one-half (½) of the college education shall apply provided the children start college before age twenty-five (25) and make reasonable and normal progress in their schooling. The intent of this language is that the children or child will make every effort to complete their studies, attend classes and otherwise make every effort to graduate within a four-year period.

IT IS FURTHER ORDERED by the Court that Wife shall have all right, title and interest to the parties home place and will be responsible for both mortgages.

IT IS FURTHER ORDERED by the Court that since the first mortgage is payable through the Nashville Electric Service, which is the employer of Husband, Husband will do whatever is necessary to attend to the paperwork, documents, or otherwise set up the method and procedure by which Wife shall pay Nashville Electric Service the first mortgage, and Wife shall hold Husband harmless on any indebtedness on the house and said payments shall begin by Wife on July 1, 1992.

IT IS FURTHER ORDERED by the Court that all household furniture has been divided, and Wife will retain all right, title, and interest to the parties' household furniture except the television, which Husband has in his possession, and he may keep as his sole and separate property.

IT IS FURTHER ORDERED by the Court that Wife shall have all right, title, and interest to the 1991 Chevrolet automobile, which she drives, and be responsible for any indebtedness thereon and hold Husband harmless from any payments.

IT IS FURTHER ORDERED by the Court that Husband shall have the 1990 Ford Bronco and be responsible for all payments thereon and hold Wife harmless from any payments on said vehicle.

IT IS FURTHER ORDERED by the Court that Husband shall have as his sole and separate property the bass boat and be responsible for all payments thereon and hold Wife harmless for any indebtedness.

IT IS FURTHER ORDERED by the Court that Husband shall be entitled to keep as his sole and separate property the Series EE bonds furnished at his place of employment.

IT IS FURTHER ORDERED by the Court that each party will keep all benefits to which they are entitled at their separate places of employment, and neither shall have a claim to the benefits of the other at their place of employment.

IT IS FURTHER ORDERED by the Court that Husband will pay all medical debts now outstanding which the parties are responsible for.

IT IS FURTHER ORDERED by the Court that Husband shall be responsible for and pay two personal loans at the Nashville Electric Service in the approximate amount of $15,300.00 and will hold Wife harmless from any payment thereon.

IT IS FURTHER ORDERED by the Court that each party will keep in full force and effect the life insurance policy that they have at their place of employment and in the event either or both should be terminated from their employment, they will replace the policy with a similar policy. Both shall make the children of the parties beneficiaries until the children reach age twenty-one with the other spouse being trustee. Once the children have reached the age of twenty-one, the parties have the right to change the beneficiary to anyone they so choose.

IT IS FURTHER ORDERED by the Court that Husband will pay the Court costs in this cause, for which let execution issue if necessary.

IT IS FURTHER ORDERED by the Court that Husband may retain all monies that he may make in fishing tournaments.

IT IS FURTHER ORDERED by the Court that the parties will maintain and keep as their sole and separate property their own bank accounts.

IT IS FURTHER ORDERED by the Court that any property not mentioned herein, which is in the possession of one party or another, shall become the sole and separate property of the person in whose possession the property is in.

IT IS FURTHER ORDERED by the Court that Wife will be responsible for the other debts not listed herein.

IT IS FURTHER ORDERED by the Court that Husband will pay to Wife, or on Wife's behalf, $950.00 to the Nissan Credit Company for a deficiency on her automobile following repossession. Said payments shall be made within ten days.

IT IS FURTHER ORDERED by the Court that the amount of child support heretofore ordered shall not be reduced or prorated in any manner, except by order of the Court.

IT IS FURTHER ORDERED by the Court that the property now vested in Wife to be hers absolutely is described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot Number 10 on the Plan of Pasquo Park, Section 1, of record in Book 3600, Page 53, said Register's Office.
>
> Said Lot fronts 180 feet on the northerly margin of Chaffin Drive and extends back 221.9 feet on the westerly line and 222.4 feet on the easterly line to a dead line in the rear measuring 180.0 feet thereon.
>
> Being the same property conveyed to Jerry Greene and wife, Janice Greene, as of record in Book 7007, Page 947, Register's Office of Davidson County, Tennessee.

It further appears to the Court that Wife's address is 5040 Chaffin Drive, Nashville, Tennessee 37221, and Husband's address is Route 1, Barnhill Road, Primm Springs, Tennessee 38476.

ENTER THIS 9th DAY OF July, 1992.

M. Muriel Robinson Rice

JUDGE MURIEL ROBINSON RICE

APPROVED FOR ENTRY:

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Jack A. Butler, #2838
BUTLER & PHILLIPS
First American Center, Suite 2395
315 Deaderick Street
Nashville, Tennessee 37238-2395
(615) 244-3300

Attorneys for Wife

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been hand-delivered or mailed, via United States Mail, postage prepaid, to William P. Griffin, Attorney for Husband, 301 Realtors Bldg., 306 Gay St., Nashville, TN 37201, this 29 day of June, 1992.

Jack A. Butler

greene/memo2/7

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 08 day of JULY , 19 92 , in the Case Number 91D1061 between GREENE, JANICE Plaintiff, and GREENE, GERRALD (JERRY) FRANKLIN Defendant, as same remains of record in Book 207A , Page 690 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 24 day of FEBRUARY in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

SEAL

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IDENTIFICATION REFERENCE

95 FEB 28 AM 11:08
CLERK & MASTER
DAVIDSON COUNTY, TN.