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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1993 AUG -9 PM 4:31
RICHARD ROOKER, CLERK

PAMELA JANE BRYANT,
Plaintiff,

vs.

CLEDIUS D. BRYANT, SR.,
Defendant.

No. 93D-1197

083-030
027.00

FINAL DECREE

This cause came on to be heard on the 27th day of July, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the original and amended complaint for divorce filed by Pamela J. Bryant (hereinafter referred to as "Wife"), the Answer filed by Cledius D. Bryant, Sr. (hereinafter referred to as "Husband"), testimony of the parties, documentary evidence submitted to the Court, statement of counsel, and the entire record, from all of which the Court found that the parties had stipulated, pursuant to T.C.A. §36-4-139 that if proof were heard as to grounds, that the Wife would be entitled to be awarded a divorce on the grounds of inappropriate marital conduct, and that she is therefore awarded a divorce on said grounds; the Court further found that the Wife should be awarded sole custody of the parties' minor child with reasonable visitation to the Husband; that Husband shall be ordered to pay as child support $104.00 by the fifth and twentieth of each month, plus the Clerk's fee of $5.20 per payment, for a total payment of $109.20 twice each month, said payments to be paid by wage assignment, said payments include one-half of the cost of health insurance for the minor child of the parties which is paid by the Wife, this amount is based on the fact that Defendant's gross income per month averages $1,353.00 of which he pays $310.00 per month by wage assignment for the support of other minor children and that Husband is paid twice per month; the Court further found that the Wife shall be awarded, as her sole and separate property, the marital home located at 106 Creighton Avenue, Nashville, Tennessee 37206 and Husband is divested of any claim he has in said

property, and Wife is to pay the mortgage owed on said property and shall hold Husband harmless on same; the Court specifically found there was no equity to be divided in said property; the Husband is further ordered to deliver to Wife all documents related to said property within ten (10) days of the entry of this decree; the Court further found that the parties should each be awarded the personal property as set out and Wife's list of assets and proposed division of property and that each should assume the debts as set out in said exhibit; the Court further ordered that the Husband is permanently enjoined from burning, defacing or damaging the home awarded to Wife in any way and that Husband is further permanently enjoined from coming about the Wife for purposes of and from threatening, harassing, harming, injuring or bothering her in any way whatsoever and that he be further permanently enjoined from calling her at her employment and from calling her supervisor at her employment; the Court further found that the arrearage on the pendente lite child support is offset by the debt owed by Husband for expenses he incurred on the marital home and therefore, there is a setoff between those two items and no amount is owed on the arrearage; the Court further found that each party should pay their own attorney's fees and that all costs of this cause are assessed to Husband; the Court further found that Timothy Takacs is relieved as counsel for Husband.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Wife is awarded an absolute divorce from Husband on the grounds of inappropriate marital conduct and the parties are restored to all rights and privileges of unmarried persons.

2. Wife is awarded sole custody and control of the parties' minor child, Cledius D. Bryant, Jr., and Husband is awarded reasonable visitation with said child.

3. Husband shall pay as child support $104.00 twice each month as child support, plus the clerk's fee of $5.20, for a total payment of $109.20 on or before the fifth and twentieth of each month. Said payment shall be made by wage assignment. If at any time, said payments are not deducted from Husband's wages, he shall

make said payments through the Circuit Court Clerk's office. This amount is based on the fact that Defendant's gross income per month averages $1,353.00 of which he pays $310.00 per month by wage assignment for the support of other minor children and that Husband is paid twice per month. Said amount is set in compliance with the Tennessee Department of Human Services, Child Support Guidelines. Each payment is the judgment of the Court and shall not be reduced without further orders of this Court.

4. That the Defendant shall pay as child support, $104.00 twice each month as child support, plus the clerk's fee of $5.20, for a total bi-monthly payment of $109.20 on or before the 5th and 20th of each month; said amount is based on the fact that Defendant's gross income per month is $1,353.00, and he is also paying by wage assignment $310.00 per month for the support of other minor children, and he is paid twice a month; said amount is set in compliance with the Tennessee Department of Human Services Child Support Guidelines. Each payment is the judgment of the Court and shall not be reduced without further orders of this Court.

5. The child support as set out herein shall be paid by wage or income assignment and shall be deducted from Defendant's income from his current and subsequent employers or by any other individual holding funds within fourteen days of receipt of a copy of this or any subsequent order. The Clerk of the Court shall send a copy of this order to Defendant's employer at:

Tennessee Department of Safety
Attn: Laura Steen
1150 Foster Avenue
Nashville, TN 37211

and to any subsequent employer or individual holding funds of Defendant. Said employer or individual shall deduct from Defendant's wages or funds, $104.00 twice each month as child support, plus the clerk's fee of $5.20, for a total bi-monthly payment of $109.20 by the 5th and 20th of each month and said payment shall be mailed to:

Circuit Court Clerk
Metropolitan Courthouse, 5th Floor
Nashville, TN 37201

Employer shall make payments as set out herein for as long as Defendant is his employee or any funds are owed to Plaintiff or until otherwise notified by the Court. Should Defendant's employment terminate, said employer shall notify the Circuit Court Clerk and shall provide the name and address of any subsequent employer of Defendant to the Clerk. Defendant shall report to the Circuit Court Clerk the names and addresses of any subsequent employers. Defendant shall make said payments as set out herein until said payments are deducted from his wages.

6. This assignment shall not be used as a basis for discharge or disciplinary action against the Defendant. Failure to comply with this order shall result in a judgment being entered against said employer set out in T.C.A. § 26-2-209 and as provided by law. This order is binding on said employer and successor employers fourteen days after receipt and until further orders of the Court.

7. The Clerk is hereby advised that the addresses of the parties are:

Pamela Jane Bryant 1208 Argyle Avenue Madison, TN 37115	Cledius D. Bryant, Sr. 1012 Caldwell Avenue Nashville, TN 37204

8. Wife is awarded, as her sole and separate property, the house and lot located at 106 Creighton Avenue, Nashville, Tennessee 37206 and Husband is divested of any claim he has in said property. Said property being described as follows:

> BEING Lot No. 7 on the Plan of the R.T. Creighton Subdivision of Lots 42 and 43, Brownsville, of record in Book 332, Page 18, Register's Office, Davidson County, Tennessee.
>
> BEING the same property conveyed to Michael Bond, by deed from Joe Frank Floyd and Mary Ann Floyd, of record in Book 5237, Page 211, Register's Office for Davidson County, Tennessee. The said Michael Bond having since married this conveyance is being joined in by his spouse, Loretta R. Bond for the purpose of conveying any interest she may have in said property by virtue of marriage to Michael Bond.

THIS conveyance is subject to and by assumption of a mortgage in the approximate amount of $37,000.00, payable to Shearson Lehman Mortgage, and as evidenced by Deed of Trust of record in Book 7144, Page 454, Register's Office, Davidson County, Tennessee.

This being the same property conveyed to Cledius D. Bryant and wife, Pamela J. Bryant, by Michael Bond and wife, Loretta R. Bond in Book 8163, Page 855, Register's Office, Davidson County, Tennessee.

Husband shall deliver to Wife all documents related to said property within 10 days of the entry of this decree.

9. Wife shall pay the mortgage on said property owed to Shearson Lehman Mortgage Corporation or any successor thereto and hold Husband harmless on same.

10. Husband is permanently enjoined from burning, defacing, damaging or harming said house and lot located at 106 Creighton Avenue, Nashville, Tennessee 37206 which has been awarded to Wife, in any way, shape or form.

11. Wife is awarded, as her sole and separate property, the 1984 Camero titled to Wife, living room, couch, chair and table, son's bunkbeds, dresser and chest of drawers, one-fourth of the linens and towels, one-half of the dishes and pots and pans, the washer and dryer, the 19" television, the old stove and old refrigerator which are in the basement of the marital home, the mixer, blender, crock pot, toaster, old stereo in the basement of the home, all her son's clothing and personal items, all of her clothing and personal items, the curtains, dinette set, dresser and telephone, all of which were purchased since the separation of the parties and all other personal property she has in her possession and Husband is divested of any claim he may have in said property.

12. Husband is awarded, as his sole and separate property, the 1982 Cadillac, the 1968 Plymouth Fury, the 1972 Ford Truck and the 1950 Ford Truck (owned by Defendant prior to the marriage), the double bed, dresser and chest of drawers from the master bedroom, the dinette table with four chairs, the new stove, the new refrigerator, the VCR, the two floor model 25" televisions, the large stereo system including speakers, tape deck, turntable and amplifier, three-fourths of the linens and towels, the living room

couch, chair and loveseat that was previously in the basement of the marital home, the curtains from the marital home, one-half of the dishes and pots and pans, the electric can opener, the two cordless phones, the big wall mirror, the tin wall pictures, his tools and the lawn mower, and his clothing and personal belongings and all other personal property he has in his possession and Wife is divested of any claim she may have in said property.

13. Wife shall pay the following debts and hold Husband harmless on same: General Credit in the amount of $432.00; Rhodes Furniture bill (incurred after the separation) in the amount of $150.00; First American Bank loan with a $700.00 balance; Allstate Finance $430.00 balance; any other debts listed solely in her name.

14. Husband shall pay the following debts and hold Wife harmless on same: $432.00 balance to General Credit, any balance owed to Karco, his debt to John Cheadle in the amount of $400.00, his debt to Home Depot, his debt to Lowe's, his debt to Allstate Credit Union, and any other debts listed solely in his name.

15. It is specifically found that the arrearage in child support is setoff by the amount owed by Husband for expenses incurred and paid on the marital home. As such, there is no amount owing on any arrearage.

16. Timothy Takacs is relieved as counsel for Husband.

17. Each party shall be responsible for any attorney's fees incurred herein.

18. All costs of this cause are taxed to the Husband for which execution shall issue if necessary.

ENTERED this 9th day of August, 1993.

JUDGE MURIEL ROBINSON RICE

APPROVED FOR ENTRY:

WOODS & VENICK
A Professional Law Association

By: Dot Dobbins
Dot Dobbins #2510

Counsel for Plaintiff
121 Seventeenth Avenue, South
Nashville, TN 37203
(615) 259-4366

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent by U.S. Mail, postage prepaid, to Timothy L. Takacs, Attorney for Defendant, 130 Walton Ferry Road, Hendersonville, TN 37077-0364 and to Cledius D. Bryant, Sr. at 1012 Caldwell Avenue, Nashville, Tennessee 37204 this 29th day of July, 1993.

Dot Dobbins
DOT DOBBINS

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IDENTIFICATION REFERENCE
PICK-UP
95 OCT -5 AM 10:38
FELIX Z. LIEBERMAN REGISTER
DAVIDSON COUNTY, TN.

STATE OF TENNESSEE

BOOK 9820PG621

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 _03 day of _AUGUST , 19 _93 , in the Case Number _9301197 between _BRYANT, PAMELA JANE Plaintiff, and _BRYANT, CLEDIUS D SR Defendant, as same remains of record in Book 2208 , Page _780 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 _06 day of _OCTOBER in the year one thousand nine hundred and _ninety-five and in the _220th_ year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

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