2186/1331

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1993 JUN 21 PM 4:20

RICHARD R. ROOKER, CLERK

D.C.

SHERRY LYNN BRASHER,
Complainant/Wife,

VS.

JAMES RANDY BRASHER,
Defendant/Husband.

NO. 92D-692

BOOK 9897 PG 394

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 24th day of May, 1993 before the Honorable Muriel Robinson Rice, Judge for the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for divorce filed by the Wife, Answer and Counter-Complaint of the Husband, the Answer thereto, testimony of the parties and witnesses in open Court and statement of counsel, from all of which the Court finds as follows:

That based on the testimony and admissions of the Husband, the Wife, Sherry Lynn Brasher, should be awarded an absolute divorce on the grounds of adultery and inappropriate marital conduct.

That as custody of the parties' minor children, to wit: Heather M. Brasher and Michael D. Brasher, should be awarded to the Wife.

That the Husband should be awarded every other week-end visitation with the parties minor children from Friday at 6:00 p.m. until Sunday at 6:00 p.m.; Christmas visitation from December 17 at 6:00 p.m. until December 24 at 9:00 p.m. in odd numbered years and from December 24 at 9:00 p.m. to December 31 at 6:00 p.m. in even numbered years; alternating major holidays, which the Court finds to be New Year's Day, Easter Sunday, July 4th, Labor Day, Thanksgiving Day, from 6:00 p.m. on the eve of the holiday until 8:00 p.m. of that respective holiday, with the Husband having the parties minor children on July 4th in 1993, and alternating thereafter; Father's Day of each year and visitation with the parties minor children on their respective birthdays. If visitation with the parties' minor children takes place at the Husband's apartment on Church Street, the Husband is to be with the children at all times and they are not to be unattended.

That the Wife should be enjoined and restrained from interfering with the Husband's visitation schedule.

That the Husband should pay child support directly to the Wife in the amount of five hundred ($500.00) dollars per month for the parties' minor children beginning June 1, 1993.

That the Husband should provide major medical insurance coverage for the parties' two minor children and furnish proof of said insurance coverage to the Court within sixty (60) days of this Order. Further, that each party should pay one-half (1/2) of the children's medical expenses not covered by the insurance.

That the Wife should be awarded alimony in the amount of seven hundred fifty-five ($755.00) dollars per month until the Wife's death or remarriage. That the alimony payment should not be affected by the Wife's future employment. That in Ordering the payment of alimony, the Court finds that the Husband has set upon the course to be under employed. That he has not used his capabilities to earn income to the fullest extent. Further, the Court finds that at the time of the parties' separation, the Husband voluntarily became unemployed and has not worked to his full potential. The Court finds that the Husband has not utilized all avenues to become gainfully employed and has done this to the detriment of his wife and children.

That the parties' marital residence located at 228 Hickory Drive, Kingston Springs, Tennessee should be awarded to the Wife subject to the present mortgage and tax obligation for which the Wife should be solely responsible and hold the Husband harmless thereon. The Husband should be divested of any right, title or interest therein and should execute all documents necessary to transfer said property to the Wife.

That the Wife should be awarded the parties real property located on Midland Road, Murfreesboro, Tennessee. Further, that any proceeds owed to the parties by the purchaser of said property, should be awarded to the Wife as her sole and separate property.

That the parties' real property referred to as Lots 64, 66 and 71 Woodland Forest, Deer Pointe Drive, Nashville, Tennessee; Lot 15 Cedar Crest subdivision, Nashville, Tennessee; and Lot 6, Kentucky Lake, Benton County, Tennessee, should be sold. That the Wife's attorneys should select a reputable real estate agent and that this property should be listed for sale immediately. That upon the sale of said property and after payment of the sale cost, sixty (60%) percent of the sale proceeds should be awarded to the Wife, and forty (40%) percent of the sale proceeds be awarded to the Husband. That a lien should be

placed on the Husband's share of the proceeds for the sale of this real estate, to secure payment of his child support obligation.

That the Wife should be awarded the following household furniture, furnishings and personal property:

> Living Room furniture, including couch, (2) chairs, (1) lamp, recliner, (2) end tables; Dining Room furniture, including table, (5) chairs; 25" RCA TV, Panasonic Camcorder, Bedroom furniture and Dresser, Children's Bedroom furniture, Sewing machine, Typewriter, Kitchen appliances, Pots, Pans, Dishes, Glasses, Stainless, Microwave, Freezer, Washer and Dryer, Bible library, Cassettes, One-half Linens, Pine Rocker, One-half Books and Records, Lawn chairs, Lawn mower, Grill, Personal Clothing and Jewelry, Grandfather clock, Crystal, Butcher block table, One-half Prints and One-half Children's photographs.

That the Husband should be awarded the following personal property:

> Drafting equipment, Blue prints, Tools, (1) VCR, 19" TV, One-half Linens, One set Pots and Pans, Bobcat and Deer mounts, One-half Prints, One-half Children's photographs, 12 gauge Shotgun, Pistol, Rifles, Fishing Equipment, One-half Books and Records, Crafts, Personal Clothing and Jewelry, Inherited Jewelry and other items inherited from his father.

That the Wife should be awarded the 1984 Ford Lincoln automobile, and that the Husband should be awarded the 1989 Chevrolet Silverado truck, for which he will be responsible for the outstanding indebtedness thereon and hold the Wife harmless thereon.

That each of the parties should retain their own checking and/or savings accounts free of any claim of the other party.

That the Wife should be awarded a judgment in the amount of two thousand twenty-five dollars and fifty cents ($2,025.50) against the Husband for pendente lite support in arrears and an additional two hundred twenty-five ($225.00) dollars for lawn care which the Husband failed to provide under the pendente lite Order.

That the Wife should be awarded a judgment in the amount of five thousand ($5,000.00) dollars against the Husband as the Wife's reasonable attorneys' fees in this cause. That this judgment should be paid within ninety (90) days, with the legal rate of interest running after the decree is thirty (30) days old.

That the costs of this cause should be taxed against the Husband.

It is therefore **ORDERED, ADJUDGED** and **DECREED** that the Wife, Sherry Lynn Brasher, shall hereby be awarded an absolute divorce from the Husband, James Randy Brasher, on the grounds of adultery and inappropriate marital conduct and both parties are hereby restored to all rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife shall be awarded absolute custody of the parties' two minor children, to wit: Heather M. Brasher and Michael D. Brasher.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Husband shall be awarded visitation with the parties' minor children as set forth in the Court's findings herein.

It is further **ORDERED** that the Wife shall be enjoined and restrained from interfering with the Husband's visitation schedule.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Husband shall pay the sum of five hundred ($500.00) dollars per month directly to the Wife as reasonable child support for the support and maintenance of the parties' minor children beginning June 1, 1993 and the first day of each succeeding month pending further Orders of the Court.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Husband shall provide major medical insurance coverage for the parties' two minor children and that he shall furnish the Court proof of said insurance coverage within sixty (60) days of this Order. It is further **ORDERED** that each party shall pay one-half (1/2) of the children's medical expenses not covered by insurance.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife shall be awarded alimony in the amount of seven hundred fifty-five ($755.00) dollars per month. It is further **ORDERED** that said alimony shall be paid until the Wife's death or remarriage. It is further **ORDERED** that the payment of said alimony to the Wife shall not be affected by the Wife's future employment.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Husband be and is hereby divested of all right, title and interest in the marital residence located at 228 Hickory Drive, Kingston Springs, Tennessee and his interest is hereby vested in the Wife, giving her a fee simple absolute. Said property being awarded to the Wife is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 64 on the Final Plat, Section 1, Woodland Forest, A

Planned Unit Development, of record in Book 6900, pages 534-536, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to J. Randy Brasher and Wife, Sherry Brasher, by Eagle Crest, a Tennessee general partnership, of record in Book 8237, page 161, Register's Office for Davidson County, Tennessee.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife shall be awarded the parties' real property located on Midland Road, Murfreesboro, Tennessee. It is further **ORDERED** that any proceeds owed to the parties by the purchaser of said property shall be awarded to the Wife as her sole and separate property.

It is further **ORDERED, ADJUDGED** and **DECREED** that the parties' real property referred to as Lots 64, 66 and 71 Woodland Forest, Deer Point Drive, Nashville, Tennessee, Lot 15 Cedar Crest subdivision, Nashville, Tennessee and Lot 6 Kentucky Lake, Benton County, Tennessee, shall be sold. It is further **ORDERED** that the Wife's attorneys shall select a reputable real estate agent and that this property shall be listed for sale immediately.

It is further **ORDERED, ADJUDGED** and **DECREED** that upon the sale of said real property, and after payment of the sales cost, the Wife shall be awarded sixty (60%) percent of the proceeds, and the Husband shall be awarded forty (40%) percent of the proceeds. It is further **ORDERED** that a lien shall be placed on the Husband's share of the proceeds from the sale of said real estate to secure payment of his child support obligation.

It is further **ORDERED, ADJUDGED** and **DECREED** that each of the parties shall be awarded the separate and marital personal property and furnishings as set forth in the Court's findings herein.

It is further **ORDERED** that the Wife shall be awarded the 1984 For Lincoln automobile and the Husband shall be awarded the 1989 Chevrolet Silverado truck, for which he will be responsible for the outstanding indebtedness thereon and hold the Wife harmless thereon.

It is further **ORDERED** that each of the parties shall retain their own checking and/or savings accounts, free of any claim of the other party.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife shall be awarded a judgment in the amount of two thousand twenty-five dollars and fifty cents ($2,025.50) for pendente lite support in arrears and an

additional two hundred twenty-five ($225.00) dollars for lawn care which the Husband failed to provide under the pendente lite Order.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife shall be awarded a judgment in the amount of five thousand ($5,000.00) dollars against the Husband as the Wife's reasonable attorneys' fees herein for which execution may issue if necessary. It is further **ORDERED** that this judgment should be paid within ninety (90) days, with the legal rate of interest running after the decree is thirty (30) days old.

It is further **ORDERED** that the costs of this cause shall be taxed against the Husband, and that said costs shall be paid within ninety (90) days of this Order.

Entered this 21st day of June, 1993.

MURIEL ROBINSON RICE, JUDGE

APPROVED FOR ENTRY:

HERBERT R. RICH (#3599)

MARTIN G. SZEIGIS (#12477)

Attorneys for Wife
213 Third Avenue North
Nashville, Tennessee 37201
(615) 244-2251

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been delivered to the office of Grant C. Glassford, Attorney for Husband, 150 Second Avenue North, Suite 300, Nashville, Tennessee 37210-1902 on this 4th day of June, 1993.

Martin G. Szeigis

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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 _21 day of _JUNE , 19 _93 , in the Case Number _92D692 between _BRASHER, SHERRY LYNN Plaintiff, and _BRASHER, JAMES RANDY Defendant, as same remains of record in Book 2188 , Page _1331 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 _04 day of _DECEMBER 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

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

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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