IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUL 12 PM 4:27

D.C.

TERRI NANETTE CRUTCHER,
1700 Ordway Place
Nashville, TN 37206

Petitioner,

vs.

DAVID VINCENT CRUTCHER, SR.
703 Setliff Place
Nashville, TN 37206

Defendant.

NO. 94D-2844

083-10-0
324.00

AMENDED FINAL DECREE OF DIVORCE FILED 9925:274

This matter came on to be heard on the 21st day of November 1995, before the Honorable Muriel Robinson, Judge, Fourth Circuit Court for Davidson County, Tennessee, on the Wife Terri Nanette Crutcher's Complaint for Divorce and the Husband David Vincent Crutcher, Sr.'s Answer and Counterclaim. From the statements of counsel, stipulations of the parties through counsel, testimony of the parties and Husband's witness Earnestine Ridley, List of Assets, and the record as a whole, the Court finds and ORDERS as follows:

1. Pursuant to the parties' stipulation that, if the proof were heard, both parties would have grounds for divorce against the other, pursuant to T.C.A. § 36-4-129, the parties are declared divorced and restored to all of the rights and privileges of unmarried persons.

2. The custody of the parties' minor children, Torre Jajuan Crutcher, date of birth 9/6/79; David Vincent Crutcher, Jr, date of birth 3/10/82; and Travis Terrell Crutcher, date of birth 6/9/84, is awarded to the plaintiff Terri Nannette Crutcher.

3. Defendant David Vincent Crutcher, Sr. shall have visitation with the minor children every other weekend from Friday at 6:00 o'clock p.m. until Sunday at 6:00 o'clock p.m. and the entire month of July. Mr. Crutcher shall alternate with Ms. Crutcher visitation with the minor children for the following holidays, beginning with Christmas: one week before Christmas until 9:00 p.m. Christmas Eve, 9:00 p.m. Christmas Eve and one week thereafter, New Years, Easter Sunday, Memorial Day, July 4th, Labor Day, and Thanksgiving. The parent having visitation for the specified holiday, other than for Christmas shall have the children from 6:00 o'clock p.m. on the eve of the holiday until 8:00 o'clock p.m. on the holiday.

4. Plaintiff is awarded a judgment of $353.55, representing the arrearage on payments under paragraph 4 of the Court's Second Amended Order entered December 8, 1995, to be made by defendant to plaintiff from the September 28, 1995 hearing on the Contempt Petition herein to this date, which is to be paid immediately. The plaintiff has previously, in the Second Amended Order on the Contempt Petition, entered December 8, 1995, been awarded a judgment of $981.54, representing mortgage payments owed by defendant to her through September, 1995, with weekly payments thereon of $50.00. That judgment and the payments thereon remain in effect.

5. Defendant shall provide medical insurance for the parties' minor children, and shall furnish plaintiff proof of said insurance within thirty days. The parties shall each pay one-half of any medical and dental expenses not covered by insurance.

6. The defendant shall pay to the plaintiff $535.00 per month for child support, payable in weekly payments of $123.46, said payments to begin December 1, 1995 and to be made to the Clerk of this Court, 506 Metro Courthouse, Nashville, TN 37201, together with the Clerk's lawful fee of 5% ($6.17), for a total weekly payment of $129.63 to be paid by wage assignment. Beginning no later than fourteen days after service of this Order by certified mail from the Clerk of the Davidson County Court, defendant's employer Sprint Distribution Warehouse and Cartage, Inc., 502 Lester Ave., P. O. Box 100886, Nashville, TN 37224, shall deduct $129.63 from defendant's pay check each week and shall forward said sum on a weekly basis to the Office of the Circuit Court Clerk, Room 506, Metro Courthouse, Nashville, TN 37201, pursuant to T.C.A. § 50-2-105 and §§ 36-5-501 et. seq. Upon receipt of said payments, the Clerk shall send $123.46 per week to the plaintiff at the above address or to any subsequent address given them by plaintiff. Defendant's employer shall not use this assignment as a basis for discharge or any disciplinary action against the defendant, and in the event defendant is no longer so employed, said employer shall be held harmless from all child support payments that acrue after defendant's date of termination. If defendant's employment terminates, the employer shall notify the Clerk of the defendant's new employer or source of income, it known. Until said payments are deducted from defendant's wages or if defendant is unemployed, he shall pay $129.63 per week to the office of the Circuit Court Clerk and shall inform the Clerk of the name and address of any subsequent employment and of his subsequent home address. This income assignment shall be binding on any and all successive employers of defendant fourteen days after service by certified mail from the Clerk of this Court.

7. No action by the parties will be effective to reduce child support after the due date of each payment and court approval must be obtained before child support can be reduced or terminated.

8. The parties' house at 1700 Ordway Place, Nashville, TN 37206 is awarded to plaintiff, subject to the mortgage thereon, and defendant shall be held harmless on such mortgage. Defendant's interest in said real property, more particularly described as follows is hereby divested out of him and is vested in plaintiff:

> LAND in Davidson County, Tennessee, being Lots No. 285 and 286 on the map of McEwen Place, as of record in Book 332, page 133, Register's Office for said County.
>
> Said Lots No. 285 and 286 front together 61 feet on the southerly side of Ordway Place, formerly Grove Avenue, and run back 138.1 feet on the easterly line an 137.7 feet on the westerly line, with the easterly margin of 17th Street, to an alley measuring 61 feet, more or less, thereon.
>
> Being the same property conveyed to Joseph M. Kirchner and wife, Janet L. Kirchner b deed from Margie C. McCurtry of record in Book 6486, Page 423, said Register's Office.
>
> This conveyance is subject to all restrictions, easements and plats of record in Register's Office for said County.
>
> This is improved property, known as: **1700 Ordway Place, Nashville, TN 37206**.

9. The plaintiff is awarded all right title and interest in the personal property presently in her possession and defendant is divested of all interest in said personal property. Defendant is awaded all right, title and interest in the personal property presently in his possession, and plaintiff is divested of all interest in that said personal property.

10. The costs of this cause are hereby taxed equally to the parties, for which execution shall issue if necessary.

Entered this 17th day of January, 1996.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

KATHRYN F. CALHOON, B.P.R. #6317
Legal Aid Society of Middle Tennessee
211 Union St., Suite 800
Nashville, TN 37201
(615) 780-7118
Attorney for Terri Nanette Crutcher

Mail

MINUTES FOURTH CIRCUIT JANUARY 12, 1996 A17

15.00 03CHECK 27.01

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing document was served upon Mr.Brian Bowhan, Esq., 3221 Nolensville Rd., Suite 102, Nashville, TN 37211, the attorney of record for defendant, David Vincent Crutcher, Sr., by placing same in the U.S. mail postage prepaid on this 20th day of December, 1995.

KATHRYN F. CALHOON

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 12 day of JANUARY , 19 96 , in the Case Number 94D2844 between CRUTCHER, TERRI NANETTE Plaintiff, and CRUTCHER, DAVID VINCENT SR. Defendant, as same remains of record in Book 252B , Page 415 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 23 day of JANUARY in the year one thousand nine hundred and ninety-six 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