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RICHARD R. ROOKER, CLERK

D.C.

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(37)

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

STEVE STAFFORD DENNISON,)
)
Plaintiff,)
)
v.) No. 94D-1247
) notice of entry requested
MARILYN EDWARDS DENNISON,)
)
Defendant.)

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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

01922641
IDENTIFICATION REFERENCE

AMENDED FINAL DECREE

This cause was heard on May 10 and May 16, 1995, before Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Amended Complaint, Defendant's Answer and Counterclaim, Plaintiff's Answer to Defendant's Counterclaim, Defendant's Amendment to Her Answer and Counterclaim and Plaintiff's Answer to Defendant's Amended Counterclaim; upon the testimony of witnesses in open court; upon documentary evidence; upon statements of counsel; and upon the entire record herein, from all of which the Court finds as follows:

1. Both parties have committed adultery during the marriage and both parties have condoned the other party's adultery. Both parties are also guilty of inappropriate marital conduct. Although both parties are at fault, Mrs. Dennison is found to be less at fault than Mr. Dennison and she should be granted a divorce pursuant to T.C.A. § 36-4-129.

2. Upon stipulation of the parties, sole custody of the minor child, Katheryn Dennison, should be awarded to Mrs. Dennison.

3. Mr. Dennison should be awarded visitation with the minor child as follows:

a. Every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.

b. The parties should alternate the holidays of New Year's Day, Easter Sunday, Memorial Day, July Fourth, Labor Day, and Thanksgiving Day each year. Mr. Dennison's visitation should begin at 6:00 p.m. on the eve of the holiday and end at 8:00 p.m. on the day of the holiday.

c. During Christmas, one parent should have the minor child one week before Christmas through Christmas Eve at 9:00 p.m., at which time the minor child should be exchanged to the other parent who should have the child through Christmas Day and for one week following Christmas Day.

d. On Mother's Day, the minor child should be with Mrs. Dennison from 8:00 a.m. until 6:00 p.m.

e. On Father's Day, the minor child should be with Mr. Dennison from 8:00 a.m. until 6:00 p.m.

f. The parties should split the minor child's birthday which is on August 14.

g. Mr. Dennison should have extended visitation with the minor child during the summer, which extended visitation should be for the entire month of July.

h. Any changes in the foregoing visitation schedule should be done only by an Agreed Order submitted to the Court for approval.

i. Both parties should be enjoined from allowing an adult member of the opposite sex to spend the night under inappropriate circumstances when the minor child is also spending the night.

4. In accordance with the Tennessee Child Support Guidelines, Mr. Dennison should pay child support to Mrs. Dennison in the amount of $1,440 per month on the 10th day of each month. However, during the month of July, Mr. Dennison's monthly child support payment should be reduced by one-half.

As additional child support, Mr. Dennison should furnish hospitalization and medical insurance for the minor child and should pay all expenses not covered by said insurance. Mrs. Dennison should pay for prescription drugs for the minor child. Mr. Dennison should cooperate in allowing Mrs. Dennison to submit any prescription drug expenses to Mr. Dennison's insurance and Mrs. Dennison should be entitled to any reimbursement for said expenses.

5. The Temporary Order entered by the Court on November 14, 1994 should be interpreted and clarified as follows: of the $5,000 which Mr. Dennison was ordered to pay each month, the amount of $2,340 and the amount of $470 should be considered neither alimony nor child support, but should be considered amounts necessary for the preservation of the marital

residence; the amount of $1,440 should be considered child support; and the amount of $750 should be considered alimony.

6. The marital residence located at 512 Belle Meade Boulevard, valued at $700,000, should be listed for sale immediately. The Court should appoint a real estate agent to immediately place the house on the market for sale and both parties should sign the listing agreement without delay. After payment of the expenses of sale, payment of the first mortgage through General Electric and payment of the Personal Line of Credit through Union Planters, the remaining proceeds should be divided equally between the parties, unless Mr. Dennison chooses to pay Mrs. Dennison in cash an amount equal to one-half the value of his retirement accounts, as further described below, of his share of the sale proceeds.

The law firm of Baker, Donelson, Bearman & Caldwell should have a lien against Mrs. Dennison's share of the sale proceeds to secure payment of the balance of Mrs. Dennison's attorneys' fees and expenses, after deducting the $6,000 that should be paid by Mr. Dennison to Mrs. Dennison as further described below. The law firm of Boult, Cummings, Conners & Berry should have a lien against Mr. Dennison's share of the sale proceeds to secure payment of the balance of Mr. Dennison's attorneys' fees and expenses.

Both parties should be enjoined and restrained from impeding the sale of the marital residence in any way, and both parties should fully cooperate with the real estate agent appointed by the Court.

7. Each party should be awarded all bank accounts currently in their own names free and clear of any claims from the other party.

8. Mr. Dennison should be awarded the 1992 Ford Explorer, valued at $16,500, and the 1986 Winner Bass Boat, valued at $3,500, free and clear of any claims from Mrs. Dennison. Mrs. Dennison should be awarded the 1994 Toyota Camry, valued at $20,500, free and clear of any claims from Mr. Dennison.

9. Mr. Dennison should be awarded his IRA at J.C. Bradford, valued at $5,338, free and clear of any claims from Mrs. Dennison. Mrs. Dennison should be awarded her IRA at J.C. Bradford, valued at $7,646, and her IRA at Capital Federal Savings, valued at $3,566, free and clear of any claims from Mr. Dennison.

Both the IRA account at Third National Bank in the name of Mr. Dennison, valued as of May 16, 1995, and the Ericson Profit Sharing Plan in the name of Mr. Dennison, valued as of May 16, 1995, should be divided equally between the parties. Mr. Dennison should have the option of paying Mrs. Dennison her one-half interest (one-half the total value of both accounts on May 16, 1995) either by transferring said amount to her from said accounts, or by paying her said amount in cash of his share of the proceeds from the sale of the marital residence.

10. Mr. Dennison should be awarded the State Farm Whole Life Insurance Policy (No. LF-0268-9859) free and clear of any claims from Mrs. Dennison. Mr. Dennison should be allowed to change the beneficiary of said policy, should assume sole responsibility for repayment of the loan against said policy, and should hold Mrs. Dennison harmless for the repayment of said loan.

Mr. Dennison should keep in full force and effect both the $42,000 State Farm Whole Life Insurance Policy (No. LF-10638233) and the $100,000 Guardian Life Insurance Policy (offered through his employer) and should pay all premiums thereon. Mr. Dennison should further keep Mrs. Dennison as the sole beneficiary of both insurance policies until the minor child reaches majority or, if the minor child reaches majority while in high school, until the class of which the minor child is a member at the time she reaches her majority graduates from high school, whichever event occurs later; at which time both policies and all rights pertaining thereto should revert back to Mr. Dennison, free and clear of any claims from Mrs. Dennison.

11. Mrs. Dennison should be awarded the major household furniture and furnishings (listed in the appraisal of March 10, 1995), valued at $11,000, free and clear of any claims from Mr. Dennison. The parties should equally divide the miscellaneous personal property located in the marital residence. If an agreement cannot be reached regarding such an equal division, the Court should dispose of said property upon motion by either party.

12. Mrs. Dennison should be awarded her jewelry and furs free and clear of any claims from Mr. Dennison.

13. The joint VISA debt, account number 440509500042285, in the amount of $4,330, should be divided equally between the parties.

14. Until the marital residence is sold, Mr. Dennison should pay the mortgage payment each month in the amount of $2,342, should further pay the Union Planters Personal Line of Credit payment each month in the amount of $470, and should further pay child support each month as set forth above. In addition, until the marital residence is sold, Mr. Dennison should pay Mrs. Dennison rehabilitative alimony in the amount of $750 per month on the 10th day of each month.

After the marital residence is sold, Mr. Dennison should pay child support each month as set forth above, and should further pay Mrs. Dennison rehabilitative alimony in the amount of $1,000 per month on the 10th day of each month for a period of 24 months.

15. Mr. Dennison should further pay Mrs. Dennison additional rehabilitative alimony in the amount of $266.40 per month on the 10th day of each month, the amount necessary to reimburse Mrs. Dennison for her health insurance pursuant to C.O.B.R.A., for a period of 36 months, after which time Mr. Dennison should no longer be obligated to reimburse Mrs. Dennison for her health insurance coverage.

16. Wife failed to convince this Court that a marital asset in the form of a tax credit or overpayment has been created due to the amount of money that Mr. Dennison has withheld from his 1995 bonus payment from his employer.

17. Mr. Dennison should pay Mrs. Dennison the sum of $6,000 toward her attorneys' fees in this matter.

18. Costs of this cause should be paid by Mr. Dennison.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED THAT:

1. Mrs. Dennison shall be granted a divorce pursuant to T.C.A. § 36-4-129.

2. Sole custody of the minor child, Katheryn Dennison, shall be awarded to Mrs. Dennison.

3. Mr. Dennison shall be awarded visitation with the minor child as follows:

a. Every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.

b. During 1995 and the odd years thereafter, Mr. Dennison shall have visitation on New Year's Day, Memorial Day and Labor Day. During 1996 and the even years thereafter, Mr. Dennison shall have visitation on Easter Sunday, July Fourth and Thanksgiving

Day. Mr. Dennison's visitation shall begin at 6:00 p.m. on the eve of the holiday and end at 8:00 p.m. on the day of the holiday.

c. During 1995 and the odd years thereafter, Mr. Dennison shall have visitation beginning one week before Christmas Eve through Christmas Eve at 9:00 p.m., at which time the minor child shall be returned to Mrs. Dennison. During 1996 and the even years thereafter, Mr. Dennison shall have visitation beginning Christmas Eve at 9:00 p.m., through Christmas Day, and continuing until 6:00 p.m. New Year's Eve.

d. On Mother's Day, the minor child shall be with Mrs. Dennison from 8:00 a.m. until 6:00 p.m.

e. On Father's Day, the minor child shall be with Mr. Dennison from 8:00 a.m. until 6:00 p.m.

f. The parties shall split the minor child's birthday which is on August 14.

g. Mr. Dennison shall have extended summer visitation which will be for the entire month of July.

h. Any changes in the foregoing visitation schedule shall be done only by an Agreed Order submitted to the Court for approval.

i. Both parties shall be enjoined from allowing an adult member of the opposite sex to spend the night under inappropriate circumstances when the minor child is also spending the night.

4. Mr. Dennison shall pay child support to Mrs. Dennison in the amount of $1,440 per month on the 10th day of each month. However, during the month of July, Mr. Dennison's monthly child support payment shall be reduced by one-half.

As additional child support, Mr. Dennison shall furnish hospitalization and medical insurance for the minor child and shall pay all expenses not covered by said insurance. Mrs. Dennison shall pay for prescription drugs for the minor child. Mr. Dennison shall cooperate in allowing Mrs. Dennison to submit any prescription drug expenses to Mr. Dennison's insurance and Mrs. Dennison shall be entitled to any reimbursement for said expenses.

5. The Temporary Order entered by the Court on November 14, 1994 shall be interpreted and clarified as follows: of the $5,000 which Mr. Dennison was ordered to pay

each month, the amount of $2,340 and the amount of $470 shall be considered neither alimony nor child support, but shall be considered amounts necessary for the preservation of the marital residence; the amount of $1,440 shall be considered child support; and the amount of $750 shall be considered alimony.

6. The marital residence located at 512 Belle Meade Boulevard shall be listed for sale immediately. The Court herby appoints Anne J. Ruark, Harpeth Realtors 104 Kenner Ave. 297-3574 Ext. 137 as the real estate agent to immediately place the house on the market for sale and both parties shall sign the listing agreement without delay. After payment of the expenses of sale, payment of the first mortgage through General Electric and payment of the Personal Line of Credit through Union Planters, the remaining proceeds shall be divided equally between the parties, unless Mr. Dennison chooses to pay Mrs. Dennison in cash the amount equal to one-half the value of his retirement accounts, as further described below, of his share of the sale proceeds.

The law firm of Baker Donelson Bearman & Caldwell shall have a lien against Mrs. Dennison's share of the sale proceeds to secure payment of the balance of Mrs. Dennison's attorneys' fees and expenses, after deducting the $6,000 that shall be paid by Mr. Dennison to Mrs. Dennison as further described below. The law firm of Boult, Cummings, Conners & Berry shall have a lien against Mr. Dennison's share of the sale proceeds to secure payment of the balance of Mr. Dennison's attorneys' fees and expenses.

Both parties shall be enjoined and restrained from impeding the sale of the marital residence in any way, and both parties shall fully cooperate with the real estate agent appointed by the Court.

7. Each party shall be awarded all bank accounts currently in their own names free and clear of any claims from the other party.

8. Mr. Dennison shall be awarded the 1992 Ford Explorer and the 1986 Winner Bass Boat free and clear of any claims from Mrs. Dennison. Mrs. Dennison shall be awarded the 1994 Toyota Camry free and clear of any claims from Mr. Dennison.

9. Mr. Dennison shall be awarded his IRA at J.C. Bradford free and clear of any claims from Mrs. Dennison. Mrs. Dennison shall be awarded her IRA at J.C. Bradford and her IRA at Capital Federal Savings free and clear of any claims from Mr. Dennison.

Both the IRA account at Third National Bank in the name of Mr. Dennison and the Ericson Profit Sharing Plan in the name of Mr. Dennison shall be divided equally between

the parties, and shall be valued as of May 16, 1995. Mr. Dennison shall have the option of paying Mrs. Dennison her one-half interest either by transferring said amount to her from said accounts, or by paying her said amount in cash of his share of the proceeds from the sale of the marital residence.

10. Mr. Dennison shall be awarded the State Farm Whole Life Insurance Policy (No. LF-0268-9859) free and clear of any claims from Mrs. Dennison. Mr. Dennison shall be allowed to change the beneficiary of said policy, shall assume sole responsibility for repayment of the loan against said policy, and shall hold Mrs. Dennison harmless for the repayment of said loan.

Mr. Dennison shall keep in full force and effect both the $42,000 State Farm Whole Life Insurance Policy (No. LF-10638233) and the $100,000 Guardian Life Insurance Policy (offered through his employer) and shall pay all premiums thereon. Mr. Dennison shall further keep Mrs. Dennison as the sole beneficiary of both policies until the minor child reaches majority or, if the minor child reaches majority while in high school, until the class of which the minor child is a member at the time she reaches majority graduates from high school, whichever event occurs later; at which time both policies and all rights pertaining thereto shall revert back to Mr. Dennison, free and clear of any claims from Mrs. Dennison.

11. Mrs. Dennison shall be awarded the major household furniture and furnishings (listed in the appraisal of March 10, 1995) free and clear of any claims from Mr. Dennison. The parties shall equally divide the miscellaneous personal property located in the marital residence. If an agreement cannot be reached regarding such an equal division, the Court shall dispose of said property upon motion by either party.

12. Mrs. Dennison shall be awarded her jewelry and furs free and clear of any claims from Mr. Dennison.

13. The joint VISA debt, account number 440509500042285, in the amount of $4,330, shall be divided equally between the parties.

14. Until the marital residence is sold, Mr. Dennison shall pay the mortgage payment each month in the amount of $2,342, shall further pay the Union Planters Personal Line of Credit payment each month in the amount of $470, and shall further pay child support each month as ordered above. In addition, until the marital residence is sold, Mr. Dennison shall pay

Mrs. Dennison rehabilitative alimony in the amount of $750 per month on the 10th day of each month.

After the marital residence is sold, Mr. Dennison shall pay Mrs. Dennison child support each month as ordered above, and shall further pay Mrs. Dennison rehabilitative alimony in the amount of $1,000 per month on the 10th day of each month for a period of 24 months.

15. Mr. Dennison shall pay Mrs. Dennison additional rehabilitative alimony in the amount of $266.40 per month on the 10th day of each month for a period of 36 months, after which time Mr. Dennison shall no longer be obligated to reimburse Mrs. Dennison for her health insurance coverage

16. Mr. Dennison shall pay Mrs. Dennison the sum of $6,000 toward her attorneys' fees in this matter.

17. Costs of this cause shall be paid by Mr. Dennison.

FOR ALL OF WHICH EXECUTION MAY ISSUE AS NECESSARY

This 20th day of July, 1995, at 9:00 (a.m.) p.m.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

BOULT, CUMMINGS, CONNERS AND BERRY

By: _____
Larry Hayes, Jr. #15481

414 Union Street, Suite 1600
Nashville, TN 37219
(615) 252-2321

Attorneys for the Plaintiff,
Steve Stafford Dennison

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was served upon Maclin Davis, Jr., 511 Union Street, Suite 1700, Nashville, TN 37219, Attorney for the Defendant, on this 14th day of July, 1995.

Larry Hayes, Jr.

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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 20 day of JULY , 19 95 , in the Case Number 94D1247 between

DENNISON, STEVE STAFFORD Plaintiff, and

DENNISON, MARILYN EDWARDS Defendant,

as same remains of record in Book 246A , Page 595 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 12 day of JUNE in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Heather E. Otteson
Deputy Clerk

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