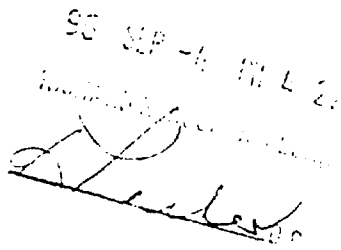
IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SALLY ANNE MAIN McNEAL, Plaintiff	)	
VS.	)	**NO. 96D-123**
KENNETH MICHAEL McNEAL, Defendant	)	



FINAL DECREE

This matter came before the Honorable Muriel Robinson for final hearing on the remaining issues on July 3, 1996, this Court having granted a Default Judgment on June 7, 1996, wherein the plaintiff, Sally Anne Main McNeal, was granted an absolute divorce on the grounds of inappropriate marital conduct. After considering the complaint, testimony of the plaintiff and plaintiff's witnesses, and the entire record, the Court finds and **ORDERS** as follows:

I. DIVISION OF MARITAL ASSETS

1. As to the parties' real property at 224 Lanier Drive, Madison, Davidson County, Tennessee 37115, more formally known as:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Revised Plan of part of the Bernice L. Dickenson's Subdivision, which revised plan is of record in Book 5190, page 640, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete description of said lot.
>
> Being the same property conveyed to Kenneth McNeal and wife, Sally McNeal, by deed of record in Book 6894, page 42, Register's Office for Davidson County, Tennessee.

All the right, title and interest of the Defendant, Kenneth Michael McNeal, in said property is divested out of him and vested into Plaintiff, Sally Anne Main McNeal, as alimony in solido and the Defendant shall peaceably vacate said residence and premises, inclusive of his possessions, within 30 days of this hearing. Defendant shall keep said residence intact and undamaged and is specifically enjoined and restrained from damaging or removing any fixtures and appliances within said residence. The Plaintiff shall be responsible for the first mortgage on said real estate and the Defendant shall be responsible for the payment and indebtedness of

the second mortgage with TransAmerica Financial Services, Account No. 4171-116033.

2. Each party is awarded those items of personal property in their possession, including automobiles, free from claims from the other and any intangible personal property in their respective names free from claims from the other.

II. DIVISION OF MARITAL DEBTS

1. The Defendant shall assume responsibility as alimony in solido the balances due on the TransAmerica Financial Services debt, Account No. 4171-116033 and shall indemnify and hold the Plaintiff harmless from any liability therefrom, such obligation shall be deemed to be alimony in solido (support) under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the Plaintiff.

Further, the Husband shall make efforts to remove the wife's name from said debt and further to have said debt removed as a lien on the real estate of parties awarded to the Wife/Plaintiff. All debts in the individual party's names shall be their respective responsibility and obligation.

III. CHILD SUPPORT/CUSTODY/VISITATION

1. The wife is granted absolute care, custody and control of the parties' minor children, to wit: Lindsey Rachelle and Kelsey Taylor.

2. The Husband shall pay child support in the amount of Five Hundred Forty Dollars and 00/100 ($540.00) per month plus the applicable 5% Clerk's fee in the amount of Twenty-Seven Dollars and 00/100 ($27.00) for a total payment of Five Hundred Sixty-Seven Dollars and 00/100 ($567.00) each and every month beginning July 10, 1996, payable through the Clerk of the Circuit Court, Davidson County Courthouse, Nashville, Tennessee 37201. This amount is based upon the 1995 gross earnings of the Husband and his earning capacity of Twenty-Five Thousand Dollars and 00/100 ($25,000.00) per year.

Upon receipt, the Clerk of the Circuit Court shall withhold its lawful commission and forward the balance to:

Ms. Sally Anne Main McNeal
1604 Rivergate Meadows Drive
Goodlettsville, Tennessee 37072

3. No action by the parties will be effective to reduce or prorate child support after the date of each payment, and understand that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this Order.

4. The Husband shall continue to carry medical and hospitalization insurance on the parties' minor children and all medical, dental, optical, and orthodontic charges not otherwise covered by insurance shall be equally divided by the parties.

5. Further, this Court finds that there exists a child support arrearage in the amount of One Thousand Seven Hundred Dollars and 00/100 ($1,700.00), as of July 3, 1996, for which the Plaintiff is awarded a judgment against the Defendant.

6. The Defendant shall be entitled to reasonable visitation with the parties' minor children and all exchanges of the children shall be done between 6:00 p.m. and 6:15 p.m. with the exchange to occur at the home of Defendant/Father's sister.

a. The Defendant is hereby permanently **RESTRAINED** and **ENJOINED** from making derogatory remarks or statements about the Plaintiff/Wife in and about the presence of the parties' minor children and from verbally or physically abusing the minor children.

IV. ALIMONY

The Husband is found to be in arrears pursuant to the pendente lite order for payments on the mortgage of the real estate and the Wife is granted a judgment for said arrearage in the amount of Two Thousand Five Hundred Dollars and 00/100 ($2,500.00) as alimony in solido, and further is awarded her apartment deposit in the form of a judgment against the Defendant in the amount of Two Hundred Dollars and 00/100 ($200.00) as alimony in solido. Additionally, the Plaintiff/Wife is awarded a judgment against the Defendant in the amount of Eight Hundred Eighty-Three Dollars and 93/100 ($883.93) as alimony in solido for checks forged against the Plaintiff's personal checking account by Defendant which have not

heretofore been reimbursed to Plaintiff.

V. ATTORNEY'S FEES

The Husband shall pay the Wife's attorney's fees as alimony in solido based upon the Affidavit submitted by the Plaintiff's attorney and the requisite amount of time required to conduct this hearing and prepare the final order in the amount of Two Thousand Twenty-Five Dollars and 00/100 ($2,025.00).

VI. COURT COSTS

The Defendant, Kenneth Michael McNeal, shall be required and is hereby ordered to pay the court costs associated with this cause, for which execution may issue if necessary.

VII. ORDER OF PROTECTION

The Order of Protection granted to the Plaintiff against Defendant on February 29, 1996, shall be extended for the statutory period of one year.

ENTERED this 4th day of September, 1996.

JUDGE

Approved for Entry:

HAYNES, WALKER & FREEMAN

BY: _____
RUSSELL E. FREEMAN
Attorney for Plaintiff

140 North Main Street
P. O. Box 527
Goodlettsville, Tennessee 37070
Tel. No. (615) 859-1328
Bd. of Prof. Resp. #13244

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Order has been forwarded to Mr. Kenneth Michael McNeal, Defendant, 224 Lanier Drive, Madison, Tennessee 37115, on this 5 day of September, 1996.

BY: _____
RUSSELL E. FREEMAN

STATE OF TENNESSEE

BOOK 10197 PG 820

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 04 day of SEPTEMBER , 19 96 , in the Case Number 96D123 between MCNEAL, SALLY ANNE MAIN Plaintiff, and MCNEAL, KENNETH MICHAEL Defendant, as same remains of record in Book 260C , Page 1779 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 19 day of SEPTEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By V. L. Rowland
Deputy Clerk

SEAL

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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IDENTIFICATION REFERENCE