262C/1933

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JULIA ANNE CARTER,
Plaintiff/Wife,
v.
LARRY WAYNE CARTER,
Defendant/Husband.

FILED
96 NOV -4 A 10:59
RICHARD R. ROOKER, CLERK
NO. 96D-2593
D.C.

BOOK 10254 PG 233

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 29th day of October, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce, filed by the Plaintiff; testimony of the Plaintiff; testimony of two (2) corroborating witnesses; the introduction of exhibits; the statements of counsel; and the entire record in this cause, from all of which the Court finds that the Defendant/Husband, Larry Wayne Carter, has been guilty of inappropriate marital conduct toward the Plaintiff/Wife, Julia Anne Carter, and that the Plaintiff is entitled to an absolute divorce from the Defendant.

It is therefore ORDERED, ADJUDGED and DECREED that the bonds of matrimony between the parties be forever dissolved, and the Plaintiff, Julia Anne Carter, is hereby granted an absolute divorce from the Defendant, Larry Wayne Carter, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Wife, Julia Anne Carter, shall be, and hereby is awarded the sole and complete care, custody and control of the two (2) minor children of the parties, Larry Wayne Carter, Jr., whose date of birth is April 25, 1989, and Andrew Wayne Carter, whose date of birth is February 12, 1992.

It is further ORDERED, ADJUDGED and DECREED that the Husband, Larry Wayne Carter, shall be awarded reasonable visitation privileges with the two (2) minor children of the parties.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Husband, Larry Wayne Carter, shall pay to the Wife, Julia Anne Carter, the sum of Four Hundred Ten Dollars ($410.00) per month for the support and maintenance of the two (2) minor children of the parties. It is further **ORDERED** that these child support payments shall be paid in weekly increments of One Hundred Nine Dollars and Four Cents ($109.04), commencing on Friday, October 25, 1996, and continuing weekly thereafter. These child support payments include a weekly health insurance premium of $14.42 which is incurred by the Wife for the two (2) minor children of the parties.

It is further **ORDERED, ADJUDGED** and **DECREED** that the child support payments set forth herein shall be paid by wage assignment upon the salary and wages of the Husband, Larry Wayne Carter, at his employment, L & G Construction Company, and all subsequent employers of the Husband, Larry Wayne Carter. The employer of Larry Wayne Carter shall deduct the sum of $109.04 each week from the salary and wages of the said Larry Wayne Carter for his regular, continuing child support obligation, together with the Clerk's lawful commission of five percent (5%)($5.45), for a weekly deduction of $114.49. Upon deducting said sum from the salary and wages of the said Larry Wayne Carter, said employer shall forward said deductions, on a weekly basis, to the Davidson County Circuit Court. The Davidson County Circuit Court Clerk shall, immediately upon receipt of said child support payments, forward same on to the Wife, Julia Anne Carter.

It is further **ORDERED, ADJUDGED** and **DECREED** that the child support payments set forth herein are in compliance with the child support guidelines as promulgated by the Tennessee Department of Human Services, and are based upon the Husband's present earning capacity, which is $1,560.00 per month in gross wages.

It is further **ORDERED, ADJUDGED** and **DECREED** that the child support payments set forth herein shall not be reduced nor prorated, except by Order of the Court.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife, Julia Anne Carter, shall be awarded a judgment against the Husband, Larry Wayne Carter, in the sum of One Hundred Forty One Dollars and

Sixty Cents ($141.60), which sum represents all due and unpaid child support owed by the Husband through October 18, 1996. The Husband shall pay this judgment in installments, at the rate of Ten Dollars ($10.00) per week, in addition to his regular, continuing child support obligation, beginning on October 25, 1996, and continuing weekly thereafter until said judgment is paid in full. Furthermore, the employer of the Husband, Larry Wayne Carter, shall likewise deduct from the salary and wages of the said Larry Wayne Carter the sum of $10.00 per week, together with the Clerk's lawful commission of five percent (5%)($ .50), for a weekly deduction of $10.50. Upon deducting said sum from the salary and wages of the Husband said employer shall forward said deductions to the Davidson County Circuit Court Clerk on a weekly basis. Upon receipt of said deductions the Davidson County Circuit Court Clerk shall immediately forward arrearage judgment payments directly to the Wife, Julia Anne Carter.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Husband, Larry Wayne Carter, and the Wife, Julia Anne Carter, shall each be responsible for one-half (1/2) of any medical, dental, optical, eyeglasses, contact lenses and/or orthodontic expenses incurred by either of the minor children of the parties which is not covered by insurance.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Husband, Larry Wayne Carter, shall obtain and maintain term life insurance coverage on his own life, in the minimum sum of Fifty Thousand Dollars ($50,000.00), with the Wife, Julia Anne Carter, designated as beneficiary thereof, until such time as Andrew Wayne Carter reaches the age of eighteen (18) years and graduates from high school, whichever occurs last. Upon Andrew Wayne Carter attaining the age of eighteen (18) years, and having graduated from high school, the husband, Larry Wayne Carter, shall be no longer required to maintain said life insurance coverage upon his own life. Finally, should the Husband, Larry Wayne Carter, fail and/or refuse to maintain said life insurance coverage, the Wife, Julia Anne Carter, shall be entitled to claim the amount of life insurance required herein ($50,000.00) against the Estate of Larry

Wayne Carter, should he become deceased prior to the majority of Andrew Wayne Carter.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife, Julia Anne Carter, shall be, and hereby is awarded all right, title and interest in and to the real property owned by the parties, and located at 308 Edith Avenue, Nashville, Davidson County, Tennessee, and any right, title or interest of the Husband, Larry Wayne Carter, in or to said real property shall be divested out of him, and shall become vested in the Wife. Said real property is more particularly described as follows:

> "Being the easterly 50 feet of Lot No. 57 on the Map of Trinity Heights Addition, of record in Book 161, page 38, Register's Office for said County.
>
> Said part of said lot fronts 50 feet on the southerly side of Edith Avenue and runs back between parallel lines 154 feet, more or less, to an alley.
>
> Being the same property conveyed to Billy Ray Knight, Peggy Knight Daniels and Evelyn Knight Martin by Quitclaim Deed from Daniel C. Masten, Trustee, of record in Book 9480, page 30, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Larry Wayne Carter and wife, Julia Anne Carter, by deed from Billy Ray Knight, Peggy Knight Daniels and Evelyn Knight Martin, of record in Book 9524, page 105, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 308 Edith Avenue, Nashville, Tennessee."

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife, Julia Anne Carter, shall henceforth be responsible for all mortgage payments and taxes owing on said real property, and she shall indemnify the Husband, Larry Wayne Carter, and hold him harmless therefrom.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife, Julia Anne Carter, shall be, and hereby is awarded all right, title and interest in and to all items of personal property and household furnishings presently in her possession, and any and all right, title or interest of the Husband, Larry Wayne Carter, in or to said items shall be divested out of him and shall become vested in the

Wife.

It is further ORDERED, ADJUDGED and DECREED that the Husband, Larry Wayne Carter, shall be, and hereby is awarded all right, title and interest in and to all items of personal property and household furnishings present in his possession, and any and all right, title or interest of the Wife, Julia Anne Carter, in or to said items shall be divested out of her and shall become vested in the Husband.

It is further ORDERED, ADJUDGED and DECREED that the Wife, Julia Anne Carter, shall be, and hereby is awarded all right, title and interest in and to the 1984 Buick Regal automobile which is presently jointly titled to both parties. Any right, title or interest of the Husband, Larry Wayne Carter, in or to said automobile shall be divested out of the Husband, and the same shall henceforth become vested in the Wife, Julia Anne Carter.

it is further ORDERED, ADJUDGED and DECREED that the Husband, Larry Wayne Carter, shall be, and hereby is awarded all right, title and interest in and to the 1977 Dodge Van, the 1967 Chevrolet pickup truck and the 1969 Ford Fairlane automobile, which are all presently titled to the Husband. Any right, title or interest of the Wife, Julia Anne Carter, in or to said automobiles shall be divested out of the Wife, and the same shall henceforth become vested in the Husband, Larry Wayne Carter. Furthermore, the Husband, Larry Wayne Carter, shall assume and become solely and completely responsible for the payment of any indebtedness owing on any of said vehicles, and he shall indemnify the Wife and hold her harmless therefrom.

It is further ORDERED, ADJUDGED and DECREED that the Husband, Larry Wayne Carter, shall be completely and solely responsible for the repayment of the indebtedness owed by the parties to Baptist Healthcare Group, in the proximate sum of $250.00; the indebtedness owing to Viacom Cablevision, in the proximate sum of $200.00; one-half (1/2) of the indebtedness owing to Donald Lewellen, D.D.S., in the proximate sum of $350.00 (husband's share); and the indebtedness owing to First Credit Corporation, in the proximate sum of $700.00. The Husband, Larry Wayne Carter, shall make timely

payments on said obligations, and he shall indemnify the Wife and hold her harmless therefrom, the same being necessary for the support and maintenance of the Wife.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Wife, Julia Anne Carter, shall be completely and solely responsible for the repayment of the indebtedness owed by the parties to Fingerhut, in the proximate sum of $1,000.00; the indebtedness owed to MasterCard, in the proximate sum of $400.00; one-half (1/2) of the indebtedness owing to Donald Lewellyn, D.D.S., in the proximate sum of $350.00 (Wife's share); and the indebtedness owed to Columbia House, in the proximate sum of $50.00. The Wife, Julia Anne Carter, shall make timely payments on said obligations, and she shall indemnify the Husband and hold him harmless therefrom.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Defendant, Larry Wayne Carter, shall be permanently **ENJOINED** and **RESTRAINED** from abusing, threatening, assaulting, hitting, or harming the Plaintiff, Julia Anne Carter, and from destroying, defacing, damaging or in any manner interferring with the property of the Plaintiff, Julia Anne Carter.

It is further **ORDERED, ADJUDGED** and **DECREED** that Thomas H. Ware, attorney of record for the Plaintiff/Wife, Julia Anne Carter, shall be, and hereby is awarded a judgment against the Defendant/Husband, Larry Wayne Carter, in the sum of Five Hundred Dollars ($500.00) for the legal services provided to the Wife in this cause.

It is further **ORDERED, ADJUDGED** and **DECREED** that the costs of this cause shall be taxed to the Defendant, Larry Wayne Carter.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Court has found the addresses of the parties to be as follows: Julia Anne Carter, 308 Edith Avenue, Nashville, Tennessee, 37207; Larry Wayne Carter, 125 Donald Street, Nashville, Tennessee, 37207.

It is finally **ORDERED, ADJUDGED** and **DECREED** that execution may issue to enforce any of the provisions of this Decree.

ENTER this 31st day of October, 1996.

HON. MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

WARE, CRAWFORD & DUMAS

BOOK 10254 PG 239

THOMAS H. WARE (BPR # 11179)
Attorney for Plaintiff/Wife
1800 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
(615) 242-8107

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a true and exact copy of the foregoing Final Decree of Divorce to the Defendant/Husband, Larry Wayne Carter, at 125 Donald Street, Nashville, Tennessee, 37207, this 29th day of October, 1996.

Thomas H. Ware

b:carter5

0244905
IDENTIF. & REFERENCE

96 NOV -8 AM 8:44
DAVIDSON COUNTY, TN.

PICK-UP

9497 11/08 0101 CHECK 32.00

STATE OF TENNESSEE

BOOK 10254 PG 240

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 NOVEMBER , 19 96 , in the Case Number 96D2593 between CARTER, JULIA ANNE Plaintiff, and CARTER, LARRY WAYNE Defendant, as same remains of record in Book 262C , Page 1933 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 07 day of NOVEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk