IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

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CHRISTOPHER K. MCGRATH)
PLAINTIFF)
vs.) DOCKET NO. 95D-3032
SHARON A. MCGRATH)
DEFENDANT)

D.C.

BOOK 10263 PG 159

FINAL DECREE

This cause came to be heard on the 8th day of October, 1996, before **JUDGE MURIEL ROBINSON**, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff and Counterclaim filed by Defendant. Upon hearing testimony of the parties, statements of Counsel for the parties, evidence, and upon the record as a whole, the Court finds that pursuant to TCA § 36-4-129, both parties are at fault, but the Husband's fault is greater than the Wife's fault. Therefore, Wife **SHARON A. MCGRATH** should be awarded a divorce on the grounds of the Husband's inappropriate marital conduct. The Wife should be restored to her maiden name and the costs should be assessed against the Husband.

Further, the Court found that the Order of Protection should be extended for one year, and that the parties should be permanently mutually enjoined and restrained from physically or verbally abusing each other. The Court held the Husband should pay as alimony: four marital debts (AT&T, Colonial Visa, Prime Option MasterCard, GMAC Van Account), and $ 250/month to the Wife for twelve months, beginning November 1, 1996. Husband should be awarded his retirement account.

Further, the Court awarded the Wife the title to the marital home, subject to any liens thereon, with the Wife to hold the Husband harmless for any liability thereon. The Court held that the Wife should pay her medical bills uncovered by insurance and

her individual credit card debt (Goodyear, J.C. Penney's, NBC MasterCard, and Sears) and she should hold the Husband harmless for any liabilities thereon. The Court awarded the Wife the title to the two dogs in her possession and the contents of the marital home, with the exception of certain agreed upon items that Husband should pick up from the marital home at 1:00 p.m. on October 12, 1996. Parties further agreed that the Wife should be awarded a $ 155 judgment against the Husband to pay Wife for overdrafts on joint account. Wife's attorney should be awarded a judgment of $ 500 to be paid by the Husband for payment of Wife's attorney's fees.

It is, therefore, ORDERED, ADJUDGED AND DECREED that pursuant to TCA § 36-4-129, Wife SHARON A. MCGRATH should be awarded an absolute divorce from CHRISTOPHER K. MCGRATH, on the grounds of the Husband's inappropriate marital conduct, and is hereby restored to all of the rights and privileges of an unmarried person.

It is, therefore, ORDERED, ADJUDGED AND DECREED that Sharon A. McGrath is restored to her maiden name of SHARON LEE ANDERSEN.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Order of Protection shall be extended for one year and CHRISTOPHER K. MCGRATH and SHARON LEE ANDERSEN shall be permanently mutually enjoined and restrained from physically or verbally abusing each other by molesting, harassing, assaulting, threatening or harming each other.

It is, therefore, ORDERED, ADJUDGED AND DECREED that because payment of the debts are necessary for Sharon Lee Andersen's support, as alimony in solido, the Husband shall pay all remaining amounts on the following itemized individual or joint debts and shall hold Sharon Lee Andersen harmless for any liabilities thereupon:

AT&T	$ 8,212
Colonial National Visa	$ 5,961
Prime Option Mastercard	$ 3,775
GMAC Van acct.	$ 1,861

Further, it is ORDERED, ADJUDGED AND DECREED that as alimony necessary for the Wife's support, CHRISTOPHER K. MCGRATH shall

pay $ 250/month to SHARON LEE ANDERSEN for 12 months, beginning November 1, 1996.

It is, therefore, ORDERED, ADJUDGED AND DECREED that all right, title, and interest of CHRISTOPHER K. MCGRATH in the marital home located at 800 Tuckahoe Drive, Madison, Tennessee, shall be divested from CHRISTOPHER K. MCGRATH and is fully vested in SHARON LEE ANDERSEN (formerly SHARON MCGRATH), subject to any and all mortgages, restrictions, easements, and liens of record and the Wife shall hold the Husband harmless for any liabilities thereupon; said property is described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 51 on the Plan of Kemper Heights, Section 2, of record in Plat Book 2331, page 104, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Christopher K. McGrath and wife, Sharon McGrath by deed of record in Book 8934, Page 106, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing restrictions and easements of record.

This is improved property, known as 800 Tuckahoe Drive, Madison, TN 37115. The map and parcel numbers are 42-9-107.

It is, therefore, ORDERED, ADJUDGED AND DECREED that SHARON LEE ANDERSEN shall pay her medical bills uncovered by insurance and her individual credit card debt (Goodyear, J.C. Penney's, NBC MasterCard - $3,400 and Sears- $460) and she shall hold the Husband harmless for any liabilities thereon.

It is, therefore, ORDERED, ADJUDGED AND DECREED that Wife shall have full title to the two dogs, female Yorkshire Terrier, Little Misty Bleau #TM818699/04 and male Yorkshire Terrier, blue gold color #TD360378, Little Prince Bleau Gold which are presently in her possession.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Wife is awarded the property in the marital home, except for the

following agreed upon items which shall be picked up by the Husband at the marital residence at 1:00 p.m. on October 12, 1996:

> living room rug and runner, queen-size sofa bed, entertainment center, 32" Sony TV, living room end table with drawer, grill and accessories, remaining tools, microwave and cart, table that chess set was on, patio table with chairs and umbrella.

It is, therefore, ORDERED, ADJUDGED AND DECREED that Sharon Lee Andersen shall be awarded a $ 155 judgment against CHRISTOPHER K. MCGRATH to repay Wife for Overdraft on joint account.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Husband shall be awarded his $ 20,825 retirement.

It is, ORDERED, ADJUDGED AND DECREED that Attorney Ellen Taylor Turley is granted a judgment in the amount of $ 500 against CHRISTOPHER K. MCGRATH for payment of Wife's attorney's fees.

It is ORDERED, ADJUDGED AND DECREED that the final costs of this cause shall assessed against CHRISTOPHER K. MCGRATH, for which execution may issue, if necessary.

This, the 15th day of November, 1996.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Ellen Turley

Ellen Taylor Turley #11715
Attorney for Sharon Lee Andersen (the former Sharon A. McGrath)
2623 Lebanon Pike
Nashville, TN 37214
(615) 889-5350

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Order has been mailed to the William B. Bruce, (Attorney for Plaintiff Christopher K. McGrath of 324-A Due West Av., Madison, TN) First American Center, 20th Floor, 315 Deadrick St., Nashville, TN 37258-2075, and to Defendant Sharon A. McGrath, 800 Tuckahoe Drive, Madison, TN 37115, on this the 8 day of Nov., 1996.

Ellen Turley

Ellen Taylor Turley

STATE OF TENNESSEE

BOOK 10263 PG 163

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 15 day of NOVEMBER , 19 96 , in the Case Number 95D3032 between MCGRATH, CHRISTOPHER KEVIN Plaintiff, and MCGRATH, SHARON ANDERSON Defendant, as same remains of record in Book 263A , Page 423 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 NOVEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk

SEAL

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IDENTIF. & REFERENCE

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FELIX A. ROBINSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

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