IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KIMBERLY ANN COLE GRIGGS,
Wife

VS.

GREGORY LOUIS GRIGGS,
Husband.

NO. 96D-357

FINAL DECREE OF DIVORCE

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This cause came on to be heard on the 18th day of February, 1997, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by the Wife; the Answer and Counter Complaint for Divorce filed by the Husband; the Wife's Answer thereto; the Joint Stipulation of the Parties previously filed in this cause; the Wife's Petition for Contempt filed against the Husband; testimony of the parties and their corroborating witnesses; statements of counsel; and the entire record in this cause.

From all of which it appears to the Court that the Joint Stipulation of the Parties previously filed in this cause shall be and hereby is approved. The terms of said Joint Stipulation are as follows:

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1. Based on the stipulation of the parties, the Wife shall be awarded an absolute divorce from the Husband on the grounds of adultery, pursuant to Tennessee Code Annotated Section 36-4-129.

2. The Husband shall be required to maintain life insurance coverage on his life in the amount of $50,000.00, with the minor child of the parties designated as the sole beneficiary thereon until the Husband no longer has a child support obligation to the Wife under the terms of the Final Decree of Divorce, at which time the life insurance policy shall revert to the Husband. The Wife shall be designated as the trustee for the child. In her capacity as trustee, the Wife shall be authorized to use the insurance proceeds to fulfill the Husband's obligation for the child pursuant to the Final Decree of Divorce and to provide generally for his health, education and support. Any funds remaining as such when the Husband's child support obligation terminates shall be paid to the child. The Wife shall be authorized to serve as trustee without bond and shall not be required to make annual accountings to this or any other court. The Husband shall provide the Wife with proof of the existence of said life insurance coverage on an annual basis.

3. The Wife shall receive all right, title and interest in and to all of the items of household furniture and furnishings currently in her possession,

free of any claims from the Husband, with the exception of the following items which shall be turned over to the Husband:

a. Set of Iris china (except vase and two candlesticks which the Wife will keep). The Husband will pay the $300.00 still owed to his aunt for the balance of the purchase price.

b. Kerosene lamp

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c. All of Husband's handguns and accessories (except the muzzle loader given to the Wife)

d. Gas pump

e. The Husband's business tools and equipment (no garden/yard tools or basic household tools)

f. Chifforobe

g. "First Love" silverware (flatware)

h. One picture in Aubrey's room

i. .38 caliber pistol

k. Maple chest of drawers

l. Lionel trail set

The Husband shall receive all right, title and interest in and to those items of household furniture and furnishings currently in his possession, free of any claims from the Wife.

The Wife shall receive all right, title and interest in and to the marital residence located at 4612 Log Cabin Road, Nashville, Tennessee 37216, with the Husband being divested of any interest he may have therein and the same being reinvested in the Wife. The Wife shall assume full responsibility for the outstanding indebtedness in connection with said property, and she shall indemnify and hold the Husband harmless from repayment thereof. The Husband shall execute and deliver to the Wife a Quitclaim Deed conveying his interest in and to said property to the Wife. Said property is more accurately described as follows:

Land in Davidson County, Tennessee, being part of Lot Nos. 2, 3 & 4 on the Plan of Mrs. Addie Boone's Subdivision, of record in Book 974, page 58, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the northeasterly margin of Log Cabin Road, at a point 19 1/2 feet southeast from the corner of Lot Nos. 2 & 3; thence northeasterly 271 feet to the easterly line of said Lot No. 2, said point being 39 feet northwest of the corner of Lot Nos. 2 & 3; thence with the easterly line of said Lot Nos. 2 & 3, southeasterly 109 1/2 feet to a point 109 1/2 feet northwest from the corner of Lot Nos. 4 & 5; thence southwesterly 245 feet, more or less, to the northeasterly margin of

Log Cabin Road; thence with the same, northwesterly 100 feet to the beginning.

Being the same property conveyed to Gregory Griggs and wife, Kimberly Cole Griggs, by deed from Robert Ross Caldwell, unmarried, of record in Book 9399, Page 503, Register's Office for Davidson County, Tennessee.

4. Each party shall be awarded his or her own jewelry, clothing and other personal items.

5. The Husband shall be awarded all right, title and interest in and to the following real property, with the Wife being divested of any interest she may have therein and the same being reinvested in the Husband:

a. Cabin and 20 acres in Gainsboro, which is more accurately described as follows:

BEGINNING on a stake in the right-of-way of Buck Branch Road; and running S 35 degrees-33'-35" E 413.67 feet to a stake; Thence S 26 degrees-26'-03" E 126.05 feet to a stake; Thence S 34 degrees-46'-55" E 147.70 feet to a stake; Thence S 43 degrees-32'-01" E 68.78 feet to a stake; Thence S 43 degrees-32'-01" E 50 feet to a stake; Thence S 20 degrees-50'-55" E 49.95 feet to a stake; Thence S 12 degrees-55'-26" E 324.64 feet to a stake; Thence S 20 degrees-36'-05" E 289.82 feet to a stake; Thence S 17 degrees-03'47" E 175.62 feet to a stake; Thence S 37 degrees-43'-07" E 192.19 feet to a stake; Thence S 55 degrees-43'-44" E 209.32 to a stake in the point of beginning of the property herein conveyed.

BEGINNING at a stake and running E 26 degrees-36'57" 1094.44 feet to a stake; Thence S 58 degrees-22'-41" E 150.78 feet to a stake; Thence S 37 degrees-50'-00" E 39.08 feet to a stake; Thence S 22 degrees-19'-58" W 832.91 feet to a stake; Thence S 76 degrees-50-41 W 98.87 feet to a stake; Thence S 57 degrees-36'-32" W 209.04 feet to a stake; Thence N 55 degrees-43'-44 W 64.61 feet to the point of beginning. Containing 5.0000 acres, according to a survey done by C.J. Wiggins, License No. 70.

A 40 foot easement is retained along existing roadway, for the purpose of egress and ingress.

Being the same property conveyed to Mike Jones and wife, Sue Jones, and Greg Griggs and wife, Kimberly Griggs, by deed from Larry West, of record in Note Book 10, page 157, Book of Deeds V3, page 293, Register's Office for Jackson County, Tennessee.

b. Rental property at 1209 Haysboro, which is more accurately described as follows:

Land in Davidson County, Tennessee, being the easterly part of Lot No. 15 on the Plan of Marine C. McGaughey's Second Subdivision of a part of Tract No. 4, in A.J. McGaughey's Second Haysboro Subdivision, not of record described according to a survey made by S.R.

Sanford, Jr., Civil Engineer, dated June 30, 1938, as follows:

Beginning at a point at the northwest corner of Haysboro Road and Log Cabin Road, formerly Fergusson Avenue, as widened; thence with the northerly margin of Haysboro Road, westwardly 137.2 feet to the southeast corner of the property conveyed to Raymond H. Wynne and wife, by deed from Oakley Wynne and wife, as of record in Book 1451, Page 443, said Register's Office; thence with Wynne's easterly line, northwardly 110 feet, more or less, to the corner of Lots Nos. 15 and 16; thence with the line between said two lots, eastwardly 131.1 feet to the westerly margin of Log Cabin Road, as widened; thence with said Road, south-wardly 115.7 feet to the beginning.

Being the same property conveyed to Carrie S. Griggs by deed from Carol Vaughns, Single, of record in Book 7112, Page 673, Register's Office for Davidson County, Tennessee.

c. 634 Main Street (location of Husband's business), which is more accurately described as follows:

Being Lot No. 15 on the plan of Henry Blood's Addition to Edgefield, now East Nashville, as of record in Book 21, page 5, Register's Office for said County.

Said Lot No. 15 fronts 50 feet on the southerly side of Main Street, formerly Gallatin Avenue, and runs back between parallel lines, with the westerly margin of 7th, formerly Foster Street, 170 feet to an alley.

Being the same property conveyed to Gregory L. Griggs by deed from Nancy D. Griggs, of record in Book 8369, page 474, Register's Office for Davidson County, Tennessee.

d. 1301 Haysboro, which is more accurately described as follows:

Being Lot No. 16 of Block "B" on the Map of Hayesboro Development Company's Hayesboro Subdivision, of record in Book 1130, page 47, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete and accurate description.

Being the same property conveyed to Gregory L. Griggs and wife, Kimberly Cole Griggs, by deed from Lera Jacobs Vaughan, unmarried, of record in Book 9827, page 605, Register's Office for Davidson County, Tennessee.

The Husband shall assume full responsibility for any and all outstanding indebtedness in connection with the above listed properties, and he shall indemnify and hold the Wife harmless from repayment thereof. The Wife shall execute any documents necessary to effectuate the transfer of these properties to the Husband.

6. The Husband shall be awarded all right, title and interest in and to his business known as Greg's Auto Repair, including all equipment located at the business, free and clear of any claims from the Wife. The Husband shall assume full responsibility for any and all indebtedness associated with said business or any equipment located at the business, and he shall indemnify and hold the Wife harmless from repayment thereof.

7. The Wife shall be awarded all right, title and interest in and to her retirement benefits accrued through her employment as a teacher, and vested with TCRS, with an approximate value of $20,113.97. The parties acknowledge that the Wife was a teacher for nine years prior to the parties' marriage.

8. The Wife shall be awarded all right, title and interest in and to the 1991 Mercury Cougar automobile in her possession, free and clear of any claims from the Husband, and the Wife shall assume full responsibility for any and all outstanding indebtedness in connection with said vehicle and indemnify and hold the Husband harmless from repayment thereof.

The Husband shall be awarded all right, title and interest in and to the following vehicles, free and clear of any claims from the Wife:

a. 1994 Ford pickup truck (stretch cab)

b. Chevrolet pickup truck

c. Honda Fourtrax 250 4-wheeler

d. Antique car (roadster)

The Husband shall assume full responsibility for any and all outstanding indebtedness in connection with the four vehicles enumerated above, and he shall indemnify and hold the Wife harmless from repayment thereof.

9. The Wife shall be awarded all right, title and interest in and to the following accounts, free and clear of any claims from the Husband:

a. SunTrust checking account #0056490011, with an approximate balance of $275.00

b. Educator's Credit Union savings account #408115296, with an approximate balance of $4,293.30

c. Dean Witter account #308044739, with an approximate balance of $27,651.94

The Husband shall be awarded all right, title and interest in and to the following accounts, free and clear of any claims from the Wife:

a. SunTrust checking account #7020007808

b. SunTrust savings account, with an approximate balance of $5,154.94, which was opened by the Husband on February 12, 1996

c. Dean Witter account #308048227, with an approximate balance of $4,849.14

10. The Wife shall be awarded all right, title and interest in and to her life insurance policy and any cash surrender value associated therewith, free and clear of any claims from the Husband. The Husband shall be awarded all right, title and interest in and to his life insurance policy and any cash surrender value associated therewith, free and clear of any claims from the Wife.

11. The Wife shall be awarded all right, title and interest in and to the Tennessee Poor Boy Muzzle Loader, as her sole and separate property, free and clear of any claims from the Husband. The Husband shall be awarded all right, title and interest in and to all handguns, rifles, shotguns, antique firearms, and knives currently in his possession, as his sole and separate property, free and clear of any claims from the Wife. In addition, the Husband shall receive all ammunition, shells, and gun-related tools and equipment (i.e. gun safe, parts, etc.), as his sole and separate property, free and clear of any claims from the Wife.

12. The Husband shall be awarded all right, title and interest in and to the antique gas pump, all furniture and furnishings currently in his possession which he has removed from the marital residence on March 23, 1996, and all furniture and furnishings he has purchased since March 23, 1996, as his sole and separate property, free and clear of any claims from the Wife.

13. Each party shall be solely responsible for the payment of his or her own attorney's fees incurred through November 20, 1996. Each party shall be allowed to submit to the Court his or her request for all attorney's fees incurred on his or her behalf on November 21, 1996, and thereafter, in connection with this divorce action.

The parties agree that the issues to be determined by the Court are as follows:

1. Custody of the parties' one minor child, Aubrey Louis Griggs, whose date of birth is September 13, 1993, and visitation with said child;

2. Child support for the support and maintenance of the parties' one minor child;

3. Health insurance and uncovered medical, dental, orthodontic (including braces), eye care (including glasses and contact lenses) expenses for said minor child; and

4. Court costs.

It further appears to the Court that with regard to the Wife's Petition for Contempt filed against the Husband in this cause for his violation of the Court's Temporary Restraining Order prohibiting him from having the parties' minor child in the presence of the Husband's girlfriend, the Husband is hereby found in willful contempt of this Court's Order. As a result of said contempt, the Husband shall be and hereby is sentenced to serve five (5) days in the Metropolitan Jail. However, the Husband,

through his attorney, has announced his intention to appeal said ruling in this regard, and he shall be granted a stay of execution pending his appeal.

It appears to the Court that the Wife shall be and hereby is awarded the absolute care, custody and control of the parties' minor child, Aubrey Louis Griggs, whose date of birth is September 13, 1993, as the Court finds that this is not a case in which a joint custody arrangement is feasible. The Husband shall be and hereby is awarded specific visitation with said minor child, and the Husband shall be responsible for the pick up and return of said child for his visitation periods. The Husband's specific visitation periods are as follows:

a) Every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m., and one night per week from 6:00 p.m. until 8:00 p.m.;

b) In even-numbered years, the Husband shall have the child for the holidays of Easter, Fourth of July, and Thanksgiving, with the Wife having the child on said holidays in odd-numbered years, and in odd-numbered years, the Husband shall have the child for the holidays of New Year's Day, Memorial Day, and Labor Day, with the Wife having the child on said holidays in even-numbered years;

c) As agreed by the parties, the Husband shall have the child for one week before Christmas each year until 9:00 p.m. on Christmas Eve, with the Wife having the child from 9:00 p.m. on Christmas Eve for one week thereafter each year;

d) Extended summer visitation consisting of the entire month of June of each year with the Husband until the child starts first grade, and thereafter, the child will be with the Husband during the months of June and July of each year, with the Wife having the child during the middle weekend.

It further appears that the Husband shall pay to the Wife child support for the support and maintenance of the parties' minor child in the amount of Four Hundred Eleven ($411.00) Dollars per month, commencing on March 1, 1997, and continuing at said rate on the first day of each and every month thereafter until the child

reaches eighteen (18) years of age or graduates from high school with his graduating class, whichever is the latter to occur. Said amount is consistent with the Tennessee Child Support Guidelines based on the Husband's gross monthly income of Two Thousand Five Hundred ($2,500.00) Dollars. It further appears that said amount of Four Hundred Eleven ($411.00) Dollars shall be paid through the Circuit Court Clerk, 506 Metropolitan Courthouse, Nashville, Tennessee 37201, plus the Clerk's lawful five (5%) percent commission of Twenty and ~~50/100~~ 55/100 ($~~20.50~~ 20.55 MNTC) Dollars, for a total payment of Four Hundred Thirty One and ~~50/100~~ 55/100 ($~~431.50~~ 431.55 MNTC) Dollars per month. The Clerk shall disburse said payments to the Wife at her address of 4612 Log Cabin Road, Nashville, Tennessee 37216. The Court specifically finds that no reduction in support payments shall occur during the summer months when the Husband has the minor child in his possession, as the Wife's household bills and expenses will continue during that time. It further appears to the Court that 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, unless such payments are automatically reduced or terminated under the terms of this Decree.

It further appears to the Court that the Wife currently maintains health insurance coverage for the benefit of the minor child of the parties, and that the Husband shall be and hereby is required to pay to the Wife the sum of One Hundred ($100.00) Dollars per month to reimburse the Wife for said insurance premium. Said reimbursements shall commence on March 1, 1997, and shall continue to be paid on the first day of each and every month thereafter until the child reaches eighteen (18) years of age or graduates from high school with his graduating class, whichever is the latter to occur. It further appears that said amount of One Hundred ($100.00) Dollars shall be paid through the Circuit Court Clerk, 506 Metropolitan Courthouse, Nashville, Tennessee 37201, plus the Clerk's lawful five (5%) percent commission of Five ($5.00) Dollars, for a total payment of One Hundred Five ($105.00)

Dollars per month. The Clerk shall disburse said payments to the Wife at her address of 4612 Log Cabin Road, Nashville, Tennessee 37216.

It further appears to the Court that the each party shall be responsible for the payment of one-half of all uncovered medical, dental, orthodontic (including braces), and eye care (including glasses and contact lenses) expenses for the parties' minor child.

It further appears to the Court that the Husband shall pay the sum of Seven Hundred Fifty ($750.00) Dollars toward the Wife's attorney's fees incurred in connection with her Petition for Contempt which she filed against the Husband. Otherwise, each party shall be responsible for payment of his or her own attorney's fees incurred in connection with the divorce and custody matters.

It further appears that the Husband shall pay the Court costs in this cause.

It further appears to the Court that each party shall be and hereby is restrained and enjoined from calling the other party names. Further, the Husband shall be and he hereby is restrained and permanently enjoined from making derogatory remarks about the Wife to the parties' minor child, or within hearing range of said child; and from exposing the child to any inappropriate circumstances whatsoever.

It further appears to the Court that the current residence address of the Wife is 4612 Log Cabin Road, Nashville, Tennessee 37216; and the current residence address of the Husband is Graycroft Manor Apartments, 100 Star Boulevard, Unit J-192, Madison, Tennessee 37115.

ACCORDINGLY, IT IS SO ORDERED, ADJUDGED AND DECREED.

ENTERED THIS 11th DAY OF April, 1997.

JUDGE

APPROVED FOR ENTRY:

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Rose Palermo

Rose Palermo (#3330)
Attorney for Wife
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Nashville, TN 37212
(615) 244-4270

Mail

Jack Norman, Jr. by R.P. w/ permission

Jack Norman, Jr. (#2702)
Attorney for Husband
213 Third Avenue North
Nashville, TN 37201
(615) 254-0656

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to Jack Norman, Jr., Attorney for Husband, 213 Third Avenue North, Nashville, Tennessee 37201, on this 7 day of April, 1997.

Rose Palermo

Rose Palermo

STATE OF TENNESSEE

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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 11 day of APRIL , 19 97 , in the Case Number 96D357 between GRIGGS, KIMBERLY ANN COLE Plaintiff, and GRIGGS, GREGORY LOUIS Defendant, as same remains of record in Book 267C , Page 2249 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 29 day of APRIL in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By Clay Davis
Deputy Clerk

0303281

IDENTIF. & REFERENCE

97 MAY -9 AM 10:18

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.