IN THE SECOND CIRCUIT COURT DAVIDSON COUNTY, TENNESSEE

FILED

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RICHARD R. ROOKER, CLERK

D.C.

PAMELA J. PIPES WINTON,

Plaintiff/Wife,

v.

ANTHONY D. WINTON,

Defendant/Husband.

NO.: 96D-3048

BOOK 10500 PG 994

FINAL DECREE

This cause came on to be heard on the 20th day of February, 1997, before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original complaint of the Wife, statement of counsel, default judgment granted against Defendant, and the entire record in this cause:

Upon hearing the testimony of Plaintiff/wife, affidavit testimony of witnesses for Plaintiff/Wife, statements of counsel for Plaintiff/wife, and upon the record as a whole, from all of which it appears to the Court to be reasonable, the Court finds as follows:

1. Defendant is guilty of such cruel and inhuman treatment or conduct toward Plaintiff as to render cohabitation unsafe and improper.

2. It is in the best interest of the parties minor child Deyona M. Winton, born December 30, 1987, be in the sole and exclusive custody of the wife, as said custodian is a fit and proper person to have custody of said child.

3. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement herein.

4. Should a court hold that any portion of this order is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck or modified as the court shall order.

5. Both parties shall be permanently enjoined from harassing, interfering with, or imposing any restraint upon the other except as set out in this Order.

6. **DEBTS:** Husband agrees to assume, pay and hold Wife harmless for any debts that he has incurred and Wife agrees to assume, pay, and hold Husband harmless for any debts that she has incurred, except for the following:

(a) Husband shall pay any and all outstanding medical bills of Baptist Health Care, and assume and all liability with respect to said debt, holding Wife free and harmless from liability.

(b) Husband shall pay an amount equal to one-half (1/2) of the debt owed to Sears, Roebuck & Company.

(c) Husband shall pay any and all outstanding medical bills of Baptist HealthCare Group, and assume any and all liability with respect to said debt, holding Wife free and harmless from liability.

(d) Husband shall pay any and all outstanding credit card bills with Exxon, and assume any and all liability with respect to said debt, holding Wife free and harmless from liability.

(e) Husband shall pay any and all outstanding bills of Radio Shack with respect to the TV and VCR purchased, for which Husband shall retain ownership. Husband assumes any and all liability with respect to said debt, holding Wife free and harmless from liability.

Except for the above-referenced debts, each of the parties shall be responsible only for the payment of accounts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless for any liability resulting from their failure to pay such accounts when they are due.

7. **PERSONAL PROPERTY:**

(a) **AUTOMOBILES:**

The parties own a 1988 Grand Am Automobile which is now titled to Defendant/Husband and Defendant's father. Defendant/Husband will retain ownership of the 1988 Grand Am Automobile and will assume any indebtedness thereon and indemnify and hold Plaintiff/Wife harmless. Each party agrees to execute the documents necessary to effect title transfer.

The parties own a 1996 Buick Skylark Automobile which is now titled to Plaintiff/Wife and Plaintiff/Wife's mother. Plaintiff/Wife will retain ownership of the 1986 Buick Skylark Automobile and will assume any indebtedness thereon and indemnify and hold Defendant/Husband harmless. Each party agrees to execute the documents necessary to effect title transfer.

(b) **PERSONAL EFFECTS**

Each party shall have and keep their personal effects and clothing. Defendant/Husband shall retain the television, V.C.R. and Master bedroom Suite, and Defendant/Husband shall pay any and all outstanding bills of Radio Shack with respect to said Television and VCR purchased, for which Defendant shall retain ownership. Defendant/Husband

assumes any and all liability with respect to said debt, holding Wife free and harmless from liability. In all other respects, Wife shall keep and own all remaining furniture acquired during the marriage.

(c) **PENSION FUNDS.** Plaintiff/Wife shall retain and own all retirement funds earned by her.

(d) **BANK ACCOUNTS:** The parties do not own any joint checking or savings accounts. The parties shall keep their respective individual checking and savings accounts.

8. **PRIOR TAX LIABILITIES:** If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be born by the party responsible for the debt individually, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Defendant/Husband and Plaintiff/Wife shall divide, retain and own equal shares of any and all refunds with respect to Federal Income Tax Returns heretofore filed by the parties.

9. **REAL PROPERTY:** The parties own interest in certain real property located at 1104 Norvel Avenue, Nashville, Tennessee 37216. The Court finds that Plaintiff/Wife has paid the earnest money for the property, and the mortgage therein. Defendant/Husband shall vacate the property within fifteen (15) days of the effective date of this Final Decree. Defendant/Husband is herein divested of any and all right, title and interest he may have in the real property, and said interest is herein transferred and vested in Plaintiff/Wife, one half of said interest being for alimony in solido.

Said real property is more particularly described as follows; to wit:

Land in Davidson County, Tennessee, being Lot No. 74 and the westerly one-half of Lot No. 73 on the Plan of M. N. Young's Inglewood Annex, as of record in Book 547, Page 197, Register's Office for said County.

Said Lot No. 74 and the westerly half of Lot No. 73 front together 77 feet on the southerly side of Norvel Avenue and run back 155 feet 5 inches on the westerly line and 149 feet, more or less, on the easterly line to the northerly line of Lot No. 75, measuring 75 feet thereon.

Plaintiff/Wife agrees to assume all responsibility for the mortgage, taxes, maintenance and upkeep of said real property, and hold Husband harmless therefrom.

10. CUSTODY AND VISITATION: Wife shall have exclusive and permanent custody and of the minor child born of the marriage with the child residing principally with Wife. Husband shall have liberal visitation rights with the child every other weekend from Friday at 6:00 p.m. through

Sunday at 6:00 p.m., three (3) weeks in the summer, and alternating holidays as follows: in even-numbered years, Husband shall have visitation on New Year's Day, child's birthday, 4th of July, and Thanksgiving, and in odd-numbered years, Husband shall have visitation on Easter, Memorial Day, Labor Day, and Christmas. Visitation is to begin the weekend following effective date of this Final Decree. It is the intent of the parties that each shall have equal opportunity to spend time with the child, participate in her upbringing, and to share holidays and special occasions. The parties further agree to continuously provide the other with phone numbers for home and work respectively so that information concerning the child can be exchanged and that communication with the child can be facilitated. The parties agree that the use of said phone numbers shall not be for the purpose of harassment. The parties agree that each of them shall inform the other whenever the child will be at a place other than one of the parties' residences for more than 48 hours and to supply a phone number where the child can be reached. The parties agree that visitation shall be reasonable.

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11. **CHILD SUPPORT**: Husband shall pay the sum of $387.00 per month as child support, plus 5% as clerk's fee (in the amount of $19.35) for a total payment of $406.35 beginning March 1, 1997, by wage assignment, which Husband shall freely give, beginning and payable in weekly or monthly increments as specified in said Wage Assignment, Husband's current employer being Lee's Famous Receipe/Mrs. Winners Chicken, 1506 Franklin Circle, Brentwood, Tennessee, until the obligation to provide child support ceases upon the child reaching majority. After receipt of payments by wage assignment, the Clerk shall pay $387 per month to Plaintiff/Wife, 1104 Norvell Avenue, Nashville, Tennessee. Said Child Support may be modified by either party if Defendant/Husband's employment or income changes.

Plaintiff/Wife is entitled to pendente lite child support awarded by this Court in the arrearage amount of $774.00 for January, 1997 and February, 1997, which shall be paid by wage assignment in increments specified in said Wage Assignment. Husband shall pay the arreage child support sum of $774.00, plus 5% as clerk's fee (in the amount of $38.70) for a total payment of $812.70 beginning March 1, 1997, by wage assignment, which Husband shall freely give, beginning and payable in weekly or monthly increments as specified in said Wage Assignment, Husband's current employer being Lee's Famous Recipe/Mrs. Winners Chicken, 1506 Franklin Circle, Brentwood, Tennessee. After receipt of said payments by wage assignment, the Clerk shall pay the arrearage funds of $774.00 to Plaintiff/Wife, 1104 Norvell Avenue, Nashville, Tennessee.

12. **INSURANCE**: Husband shall maintain and provide major medical, dental, hospitalization insurance, as well as vision insurance for the child. Husband shall pay any deductibles or co-payments associated with the utilization of the major medical and/or hospitalization insurance on behalf of the child. Husband shall provide to Wife proof of life and medical insurance, including a medical insurance card, at Wife's written request, no less than annually.

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13. **ATTORNEY FEES**: Defendant/Husband shall be responsible for paying Plaintiff/Wife's attorneys fees in the amount of $ 1200.00, based upon services provided as evidenced by the attached Affidavit.

14. **COURT COSTS**: Defendant/Husband shall pay all court cost.

15. **WIFE'S NAME**: Wife shall have the option to restore her maiden name.

16. **FAMILIES FIRST, CHILDREN COPE**. The Court herein strikes the Show Cause Order against Plaintiff/Wife, said Plaintiff/Wife having produced proof of registration for the Families First, Children Cope with Divorce Program Class. No further appearance is required of Plaintiff/Wife with respect to said Show Cause Order.

ENTERED THIS THE 13 DAY OF March, 1997.

Marietta M. Shipley

HONORABLE MARIETTA M. SHIPLEY

APPROVED FOR ENTRY:

THE LAW OFFICE OF RICHARD MANSON, P.C.

AFIONG I. EKONG #16074
Attorney for Plaintiff/Wife
1314 Fifth Avenue North
Germantown Center, Suite 300
Nashville, Tennessee 37208
(615) 254-1600

MAIL ENV.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.
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IDENTIF. & REFERENCE
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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded by certified mail, postage prepaid to Mr. Anthony D. Winton, 1104 Norvel Avenue, Nashville, Tennessee 37216 on this the 20th day of February, 1997, and as amended on the 10th day of March, 1997.

AFIONG I. EKONG

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 SECOND Circuit Court for Davidson County, Tennessee, on the 13 day of MARCH , 19 97 , in the Case Number 96D3048 between WINTON, PAMELA J. PIPES Plaintiff, and WINTON, ANTHONY D. Defendant, as same remains of record in Book 168A , Page 224 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 18 day of JUNE in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Jerry Campion
Deputy Clerk

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