III-8 JRR/aw 12/04/90

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

CHERYL DENISE BUCKINGHAM SALES

VS. No. 90D-2246

KELVIN W. SALES

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 26th day of November 1990, before the Honorable Marietta M. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, sitting by interchange, upon the pleadings; stipulation of the parties, including the stipulations of the parties as to grounds for divorce against each other; statement of counsel; and the entire record in this cause, including subsequent Order of the Bankruptcy Court relieving Complainant/Wife of the automatic stay in the bankruptcy proceeding filed by the Defendant/Husband.

From all of which the Court finds; and it is, accordingly, **ORDERED, ADJUDGED** and **DECREED** as follows, to wit:

1. That, pursuant to Tennessee Code Annotated, Section 36-4-129, the parties be and they are hereby divorced and each is restored to all the rights and privileges of an unmarried person.

2. That the parties shall be jointly vested with the care, custody and control of their minor child, namely: Brittany Cordelia, born 2 November 1987; but the best interests of the child require and the mother, Cheryl Denise Buckingham Sales, shall be vested with primary, residential and custodial care and control of the minor child, subject to Mr. Sales' rights of visitation.

3. That Mr. Sales shall have reasonable visitation privileges with the parties' minor child as follows, to wit:

a. Every other weekend from Friday afternoon, no later than 6:00 o'clock p.m., until Sunday evening, no later than 6:00 o'clock p.m.;

b. 23 December 1990, from 10:00 o'clock a.m. until 6:00 o'clock p.m.;

c. Christmas Day, 1990, from 11:00 o'clock a.m. until Thursday, 27 December 1990, at 6:00 o'clock p.m.;

d. Friday, 28 December 1990 at 6:00 o'clock p.m. until Sunday, 30 December 1990, at 6:00 o'clock p.m.;

e. One-half (1/2) of all other holidays beginning Easter 1991;

f. The father's birthday and Father's Day; and

g. Two (2) weeks during the summer, which two (2) weeks shall not be continuous; and

h. At all other reasonable times and places as agreed upon by the parties hereto,

except for when such times conflict or coincide with Ms. Sales' birthday or Mother's Day for which Mr. Sales shall make other time available for Ms. Sales

4. That Mr. Sales shall pay directly to Ms. Sales the sum of THREE HUNDRED FIFTEEN ($315.00) DOLLARS per month for the support and maintenance of the parties' minor child, commencing 1 December 1990, and continuing on the 1st day of each month thereafter. The parties acknowledge that the sum which Mr. Sales is required to pay hereunder is in accord with the child support guidelines promulgated by the Tennessee Department of Human Services pursuant to Tennessee Code Annotated, Section 36-5-101(e), and is within Mr. Sales' ability to pay. In addition hereto, Mr. Sales shall pay directly to Ms. Sales additional sums equal to twenty one (21%) percent of any bonuses or other income received from his employer(s) over and above his present salary used to compute the monthly child support payments herein.

5. That Mr. Sales shall maintain and provide primary health care insurance on the minor child of the parties as available through his employer. A copy of such policy and proof of designation of the parties' minor child as an insured thereunder shall be furnished to Ms. Sales upon her reasonable request.

6. That the parties shall each be responsible for one-half (1/2) of all medical bills incurred by or on behalf of the parties' minor child and which are not covered under any policy of health care insurance Mr. Sales is required to carry. Said bills shall include, but not be limited to, doctors' bills, dentist bills, hospital bills, bills for prescription medications, any and all other bills for the medical care of the parties' minor child, including bills for psychological or counseling services.

7. That Mr. Sales shall maintain in full force and effect a policy of insurance on his life in the amount of at least Forty Nine Thousand ($49,000.00) Dollars, payable to the minor child as beneficiary. Upon reasonable request of Ms. Sales, Mr. Sales shall provide her with a copy of the policy of life insurance and shall further provide proof that proceeds of the same are payable to the minor child of the parties and that the premiums on the same are current and not past due.

8. That Ms. Sales shall be permitted to retain and use the minor child as a dependent exemption upon her Form 1040, U. S. Individual Income Tax Return.

9. That Mr. Sales shall pay the first mortgage lienholder, Atlantic Coast Mortgage Company, or its assigns, all past due house notes, late charges, penalties, interest and attorney's fees, through 30 November 1990, and shall indemnify, save and hold Ms. Sales harmless of the same. These payments by Mr. Sales shall be considered part of the financial support settlement of the parties and not part of any property settlement or division of the property hereunder.

10. That Mr. Sales shall assist Ms. Sales in maintaining hospitalization and/or health insurance benefits available to Ms. Sales under the Group Plan of Hospitalization Benefits available to Mr. Sales through his employer. Beginning 1 March 1991, Mr. Sales shall pay Ms. Sales an additional One Hundred Thirteen and 69/100 ($113.69) Dollars per month. These payments by Mr. Sales shall be considered alimony to Ms. Sales and part of the financial support settlement of the parties and not part of any property settlement or division of the property hereunder. Said payments shall continue on the 1st days of April, May, June, July, August, September, October and November 1991, or until her death or remarriage, whichever first occurs.

11. That all right, title and interest KELVIN WAYNE SALES has in and to that certain real property located at and known as 129 Meridian Court, Nashville, Davidson County, Tennessee 37207,

be, and the same is hereby, divested out of KELVIN WAYNE SALES and vested solely in CHERYL DENISE BUCKINGHAM SALES, said real property being more particularly described as follows, to wit:

> Being Lot No. 2 on the Plan of Meridian Court, as shown of record in Book 2854, page 105, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 2 fronts 169.33 feet on the northerly side of Meridian Court and extends back between lines, 57.6 feet on the easterly line and 113.6 feet on the westerly line to a dead line in the rear, measuring 153.3 feet thereon.
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> Being the same property conveyed to Kelvin W. Sales and wife, Cheryl D. Sales, by deed from Flora O. Roberts Gearlds, of record in Book 7337, page 596, Register's Office for Davidson County, Tennessee.
>
> Cheryl D. Sales and Cheryl Denise Buckingham Sales are one and the same person.
>
> Kelvin W. Sales and Kelvin Wayne Sales are one and the same person.
>
> This is improved property, known as 129 Meridian Court, Nashville TN 37207

12. That, beginning 1 December 1990, Ms. Sales shall assume the outstanding first mortgage on the parties' residence in favor of Atlantic Coast Mortgage Company, or its assigns, as shown of record in Book 7337, page 599, Register's Office for Davidson County, Tennessee, and shall further save, indemnify and hold Mr. Sales harmless of the same.

13. That, beginning 1 December 1990, Ms. Sales shall assume and pay all utilities servicing the residence at 129 Meridian Court, Nashville, Davidson County, Tennessee; and all utility deposits, whether in the name of Mr. and/or Ms. Sales, shall be divested out of Mr. Sales and vested solely in Ms. Sales.

14. That each party shall be awarded her or his own wearing apparel, jewelry and other personal belongings.

15. That Mr. Sales shall be awarded the household furniture, furnishings and appliances presently in his possession and the Hitachi 19-inch color television, living room suite, complete master bedroom suite and dinette set, presently in Ms. Sales' possession. Ms. Sales shall be awarded all the remaining household furniture, furnishings and appliances presently in her possession with the exception of those articles in her possession awarded to Mr. Sales.

16. That Ms. Sales shall be awarded her 1986 Subaru automobile, Vehicle Identification No. _____; and Mr. Sales shall be awarded his 1988 Chevrolet Blazer automobile, Vehicle Identification No. 1GNCT18RSJ8229636. The parties shall execute any and all titles to said automobiles conveying all her or his right, title and interest therein and return any set of keys to her or his possession.

17. That each party shall be awarded her or his individual checking and/or savings account(s), free from any claim of the other.

18. That on or before six (6) months from the date of this hearing, Mr. Sales shall deposit the sum of Two Hundred Fifty ($250.00) Dollars in the name of the minor child of the parties with the Clerk of the Circuit Court, who shall deposit this sum in the highest interest-bearing account.

19. That each party shall assume any outstanding indebtedness against any household furniture, furnishings and appliances, automobiles or other personal property awarded to her or him herein, with the exception of the debt in favor of ITT Financial Services, secured in part on the video cassette recorder awarded Ms. Sales hereunder, which indebtedness Mr. Sales shall assume and pay; and he shall further save, indemnify and hold Ms. Sales harmless of the same.

20. That each party shall be solely responsible for the payment of any and all outstanding individual debts incurred by her or him prior to the date of this hearing, except as may otherwise be set forth herein, and shall save, indemnify and hold the other harmless of the same.

21. That each party shall be responsible for the payment of her or his own attorney's fees.

22. That each party shall be responsible for one-half (1/2) of the Bankruptcy fees incurred by Ms. Sales on filing her Motion for Relief from the Automatic Stay provided for by 11 U.S.C., Section 362.

23. That the costs of this cause are taxed one-half (1/2) to Ms. Sales and one-half (1/2) to Mr. Sales, for which let execution issue, if necessary.

Enter this 22nd day of ~~December~~ January 1997.

JUDGE

Approved for Entry:

JOHN R. REYNOLDS
S. C. Reg. No. 2522
Attorney for Cheryl Denise Buckingham Sales
217 Second Avenue, North
P. O. Box 2512
Nashville TN 37219-0512
Tel: (615) 256-2694

ANDREI ELLEN LEE-SADLER
S. C. Reg. No. 7113
340 B West Trinity Lane
Suite 102
Nashville TN 37207
Tel: (615) 227-1270

cc: Ms. Cheryl Denise Buckingham Sales

03504.71
IDENTIFICATION REFERENCE
97 SEP 19 PM 2:39
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.
0708 09/19 0101 03CHECK 28.00

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STATE OF TENNESSEE

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 PROBATE Circuit Court for Davidson County, Tennessee, on the 24 day of JANUARY , 19 91 , in the Case Number 90D2246 between SALES, CHERYL DENISE Plaintiff, and SALES, KELVIN W Defendant, as same remains of record in Book 059A , Page 00413 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-seven and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Jenny Campion
Deputy Clerk