FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

96 NOV -4 PM 2:00

RICHARD R. ROOKER, CLERK

LEE B. CONLEY)
)
vs.) No. 93D-4234 D.C.
)
TERRENCE LEE CONLEY)

98 JAN 13 PM 12:12

0389726

IDENTIF. # REFERENCE

PICK-UP

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 10756 PAGE 320

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard upon the 14th day of October, 1996, before the Honorable Marietta Shipley, Judge of the Second Circuit Court, upon the pleadings heretofore filed in this cause, stipulations and agreements of the parties, and the entire record. From all of which the Court finds that the parties should be declared divorced in accordance with their stipulation thereto, and that the agreements of the parties should be approved and made the Order and Judgment of the Court.

It is therefore ORDERED, ADJUDGED AND DECREED that the parties, Lee B. Conley and Terrence Lee Conley, should be and are hereby declared divorced pursuant to *Tennessee Code Annotated* § 36-4-129, and that the parties should be and are hereby restored to all of the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that the Wife, Lee B. Conley, should be and is hereby awarded sole and exclusive care, custody and control of the one (1) minor child of the parties, Nicholas Lee Conley, d.o.b. 01-10-91.

It is further ORDERED, ADJUDGED AND DECREED that the Husband, Terrence Lee Conley, should be and is hereby ordered to pay to the Wife, Lee B. Conley, the sum of THREE HUNDRED FIFTY ($350.00) DOLLARS per month, through the Clerk of the Court, plus the Clerk's lawful 5% commission thereon in the amount of $17.50, for a total payment per month of THREE HUNDRED SIXTY SEVEN AND 50/100 ($367.50) DOLLARS per month, payable on or before the 3rd day of each month, commencing November, 1996, which amount complies with the *Tennessee Department of Human Services Child Support Guidelines* based upon the Husband's earning capacity of TWENTY-FIVE THOUSAND ($25,000.00) DOLLARS per year. The child support shall

not be reduced or prorated except upon further Orders of the Court. The Husband shall make his payments to the Clerk of the Court as follows:

Circuit Court Clerk
Child Support Division
5th Floor
Metro Courthouse
Nashville, TN 37201.

The current addresses of the parties are as follows:

Wife: Lee B. Conley
3229 New Towne Road
Antioch, TN 37013

Husband: Terrence Lee Conley
207 Ellington Place
Madison, TN 37115.

The Clerk of the Court shall disperse the aforesaid child support to the Wife at her address, above.

It is further ORDERED, ADJUDGED AND DECREED that the Wife shall continue to maintain health insurance for the minor child of the parties. The Husband shall reimburse the Wife for the weekly premium thereon, in the current amount of THIRTY-FIVE AND 50/100 ($35.50) DOLLARS per week, which amount he shall pay directly to her. It is further ORDERED that the parties shall each pay one-half (1/2) of all reasonable and necessary medical, dental, orthodontic, vision and mental health expenses for the minor child that are not covered by insurance, including the deductible and co-payments, if any. Each party shall submit to the other party all bills for the child's health care expenses not covered by insurance for which they seek one-half (1/2) reimbursement from the other party, within FIFTEEN (15) days, and the other party shall make reimbursement within TEN (10) days of the receipt thereof.

It is further ORDERED, ADJUDGED AND DECREED that the Husband shall have visitation with the parties' minor child as follows: (1) alternate weekends, commencing October 25, 1996, from 6:00 p.m. Friday to 6:00 p.m. Sunday. The Husband shall pick up the minor child at the Wife's residence on Friday and shall deliver him to the Wife's church on Sunday unless advised otherwise by the Wife in advance; (2) on alternate Thursdays when he does not have weekend visitation, commencing October 17, 1996, the Husband shall have visitation from 6:00 p.m. to 8:00 p.m.; (3) alternate holidays from 8:00 a.m. to

6:00 p.m., being New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day; (4) for Christmas in 1996, 1997, 1998, and 1999, the Husband shall have visitation on Christmas Eve (December 24) during the day until 5:00 p.m., and he shall be allowed to come to the Wife's home on Christmas morning to participate in the minor child's enjoyment of Santa Claus, and then shall have visitation from 12:00 noon to 6:00 p.m. on Christmas Day; (5) commencing in the year 2000, and in all even-numbered years thereafter, the Husband shall have visitation with the minor child for one (1) week commencing 9:00 p.m. on Christmas Eve and ending at 9:00 p.m. on New Year's Eve, and in odd-numbered years commencing 2001, for one (1) week commencing December 17 at 6:00 p.m. and ending December 24 at 6:00 p.m.; (6) two (2) weeks in the summer for which he shall notify the Wife of the dates by March 1 of each year; should he fail to do so, the Wife may select the dates for the Husband's extended visit. During his summer visitation, the Husband shall pay the cost of day care (if any) and shall take the child for his regular allergy shots and shall pay the cost of the same. In the event the parties' minor child has special summer activities (such as camps) scheduled, the Husband shall not unreasonably withhold his agreement to exchange dates with the Wife; (7) the minor child shall spend Father's Day with the Father and Mother's day with the Mother regardless of the regular weekend visitation schedule. It is further ORDERED that the Husband shall exercise his visitation at his mother's home or such other suitable place as the parties may agree. It is further ORDERED that the parties' minor child shall be allowed to participate in his usual, scheduled school, church and other activities, regardless of whether it is the Husband's scheduled visitation or not. The Husband may provide transportation for the child to participate in these activities on his visitation days if he chooses to do so; otherwise, the Wife shall do so. It is further ORDERED that neither parent will take the minor child overnight outside Davidson County, Tennessee, without providing the other parent with the address and telephone number where the child can be reached in the event of an emergency.

It is further ORDERED, ADJUDGED AND DECREED that the parties should be and are hereby each awarded the personal property in their possession, including their vehicles (the Wife's 1991 Saab automobile and the Husband's 1983 Saab automobile and his pickup truck), their bank accounts, household goods and personal effects, free and clear

of any interest or claim of the other, except that the Husband shall pick up his remaining tools and clothes from the Wife's residence within thirty (30) days. It is further ORDERED that the Wife shall have exclusive rights to all funds in the parties' joint bank account, from which payment for her disability policy is automatically deducted; the Husband shall make no claim to any funds in this account.

It is further ORDERED, ADJUDGED AND DECREED that the residence and real property located at 3229 New Towne Road, Antioch, Tennessee, owned by the Wife prior to the marriage, shall be and become her sole property, free and clear of any marital interest or claim of the Husband. Any interest that the Husband might have in the said property shall be divested from him and reinvested in the Wife. The property is more particularly described as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:
>
> Land in Davidson County, Tennessee, being Lot No. 71 on the Plan of Towne Village of the Country, Section One, as of record in Book 5200, Pages 55 and 56, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description.
>
> Being the same property conveyed to Lee Bacigalupo, unmarried, by deed from Jeffrey W. Moorse and wife, Constance A. Moorse, of record in Book 5759, Page 507, Register's Office for Davidson County, Tennessee, Lee Bacigalupo and Lee B. Conley being one and the same person.
>
> This is improved property, known as 3229 New Towne Road, Antioch, TN 37013.

It is further ORDERED, ADJUDGED AND DECREED that the Wife shall be solely responsible for the encumbrance on the said residence and real property located at 3229 New Towne Road, Antioch, Tennessee, and she shall indemnify and hold the Husband harmless thereon.

It is further ORDERED, ADJUDGED AND DECREED that any interest of the Wife in the business of the Husband known as "Conley Group, Inc." shall be divested from her and reinvested in the Husband. The Husband shall be solely responsible for any encumbrances or liabilities he may have incurred as a result of his ownership in Conley Group, Inc., and he shall indemnify and hold the Wife harmless thereon.

It is further ORDERED, ADJUDGED AND DECREED the Husband shall be divested of any claim or interest that he might have in any retirement benefits of the Wife and the same shall be reinvested in the Wife, so that she shall own her retirement benefits as her sole property, free and clear of any claim of the Husband.

It is further ORDERED, ADJUDGED AND DECREED that the Wife should be and is hereby ordered to be solely responsible for the parties' joint debt to SunTrust Bank, having a principal balance of approximately $14,000.00, which debt is secured by the equity in the aforesaid residence and real property. The Wife shall indemnify and hold the Husband harmless therefrom.

It is further ORDERED, ADJUDGED AND DECREED that the Husband shall remove his name from the parties' SunTrust Bank joint checking account number 97012149 and from the parties' safety deposit box, number 374, located at the West End Avenue Branch, Nashville, Tennessee, currently held in the names of D. L. Bacigalupo, Margaret C. Bacigalupo, Lee B. Conley and Terrence Lee Conley. It is further ORDERED that the Husband shall immediately close the account in his name at Blockbuster Video in Nashboro Village on Murfreesboro Road.

It is further ORDERED, ADJUDGED AND DECREED that the parties shall each be solely responsible for any other debts or liabilities that they have acquired in their respective names, and not set forth specifically elsewhere herein, and that they shall each indemnify and hold the other harmless thereon.

It is further ORDERED, ADJUDGED AND DECREED that neither party shall make any claim for alimony against the other.

It is further ORDERED, ADJUDGED AND DECREED that neither party shall further encumber the credit of the other, nor use the name and/or Social Security number of the other to obtain credit, nor use the address and/or telephone number of the other for any purpose whatsoever.

It is further ORDERED, ADJUDGED AND DECREED that both parties should be and are hereby permanently RESTRAINED and ENJOINED from coming about the other for the purpose of harming, harassing, threatening or intimidating the other.

It is further ORDERED, ADJUDGED AND DECREED that the Husband shall immediately cease stalking the Wife, and circling and driving by her house, and that he shall

not come over to her residence for any reason whatsoever except to pick up and deliver the parties' minor child to and from visitation.

It is further ORDERED, ADJUDGED AND DECREED that the Husband shall comply with all seat belt and life-vest laws and regulations pertaining to the parties' minor child when he is being transported in a motor vehicle or a boat.

It is further ORDERED, ADJUDGED AND DECREED that each party shall be solely responsible for payment of their own attorney fees for representation in this matter.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause should be and are hereby taxed to the Husband, for which let execution issue if necessary.

ENTER this 4th day of November, 1996.

Marella M. Shirley
JUDGE

APPROVED FOR ENTRY:

Mary Arline Evans

MARY ARLINE EVANS, #12067
Attorney for Wife
214 Third Avenue North
Nashville, TN 37201
(615) 244-2070

1614 01/13 0101 03CHECK 28.00

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served upon Nathaniel H. Koenig, Attorney for Husband, 150 Second Avenue, North, Suite 300, Nashville, TN 37201-1902, by United States mail, first-class, postage prepaid, this 24th day of October, 1996.

Mary Arline Evans
Mary Arline Evans

BOOK 10756 PG 326

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 SECOND Circuit Court for Davidson County, Tennessee, on the 04 day of NOVEMBER , 19 96 , in the Case Number 93D4234 between CONLEY, LEE B. Plaintiff, and CONLEY, TERRENCE LEE Defendant, as same remains of record in Book 166B , Page 1140 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 13 day of JANUARY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Goodwin
Deputy Clerk