IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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CLERK

NANCY MARIE CASTILLO KARCHEFSKI )
)
)
v. ) No: 96D-3304 D.C.
)
)
FRANK JOSEPH KARCHEFSKI )

**FINAL DECREE**

This cause came on to be heard on the 1st day of December, 1997, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Divorce and Husband's Answer thereto. The Court, after a review of the record in this matter, arguments of counsel, testimony of the parties and witnesses, and further certain stipulations entered by counsel, orders as follows:

1. The Court initially finds that it is very disappointed with the conduct of Defendant in this matter in violating the Court's Restraining Order of May 16, 1997. The Court makes the specific finding that the Defendant in this matter has no regard for any order of this Court in that the Defendant has placed a second mortgage on the real property and that Mr. Karchefski refinanced this property incurring additional indebtedness in violation of the Court's Restraining Order of February 14, 1997. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Frank Joseph Karchefski is **ORDERED** to pay the entire indebtedness on the second mortgage owing to Nashville Bank of Commerce, 845 Nashville Pike, Gallatin, TN 37066, and shall make the payments in a timely manner so as not to diminish the value of the real property as awarded to Wife in this matter or to subject it to any possibility of foreclosure or diminution in value. The Court awards this as additional child support necessary for the support of the parties' minor children.

2. It is further **ORDERED, ADJUDGED AND DECREED** that the Court approves the stipulation of the parties that Wife is awarded a divorce on the grounds of inappropriate marital conduct as stipulated to pursuant to Tennessee Code §36-4-129.

3. It is **ORDERED, ADJUDGED AND DECREED** that Mother shall be awarded custody of the parties' two minor children, Geramy Dwayne Karchefski, born 4/8/86, and Christopher Ronald Karchefski, born 9/3/87. The Court further approves the parties agreement that Father shall

be entitled to visitation with the minor children every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. and intervening Wednesdays from 6:00 p.m. to 8:00 p.m. The Court **ORDERS** that the parties will alternate holiday visitation: New Year's , Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas. Holiday visitation will begin 6:00 p.m. the eve of the holiday and end at 8:00 p.m. the day of the holiday, except Christmas visitation, which will begin one (1) week before Christmas at 6:00 p.m. and end at 9:00 p.m. Christmas Eve. Thereafter, the other parent will have visitation until 6:00 p.m. New Year's Eve. This will alternate each year and the children will be with Mother the week before Christmas 1997.

The children will be with Mother on Mother's Day from 8:00 a.m. until 6:00 p.m. and will be with Father on Father's Day from 8:00 a.m. until 6:00 p.m.

In addition, Father is awarded two weeks Summer visitation with the minor children.

4. The non-custodial parent shall be entitled to the following rights:

A. The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;

B. The right to send mail to the child which the other parent shall not open or censor;

C. The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;

D. The right to receive directly from the child's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

E. The right to receive copies of the child's medical records directly from the child's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication;

F. The right to be free of unwarranted derogatory remarks made about him or her or his or her family by the other parent to or in the presence of the child.

5. The Court approves the parties' agreement as concerning life insurance. It is **ORDERED, ADJUDGED AND DECREED** that Frank J. Karchefski shall continue to maintain the life insurance through his employment with Saturn Corporation in Spring Hill, Tennessee, Social

Security Number [redacted]3038; work location code: 4113, which policy is in the amount of three times Mr. Karchefski's annual base pay for a total of $104.000.00. Father shall name Mother as beneficiary of the life insurance proceeds until the youngest child reaches the age of majority.

6. It is further **ORDERED, ADJUDGED AND DECREED** that Mr. Karchefski shall continue to maintain the minor children on his medical and dental insurance so long as he is obligated to pay child support. The Court further **ORDERS** that Mr. Karchefski will pay for all medical expenses not covered by insurance, the Court finding that he has the greater ability to pay.

7. It is **ORDERED, ADJUDGED AND DECREED** that Father shall pay child support to Mother for the benefit of the parties' two minor children by wage assignment through Father's employer, Saturn Corporation, 100 Saturn Parkway, P. O. Box 1500, Spring Hill, Tennessee 37174, in the amount of $1,180.00 per month plus the Clerk's lawful 5% commission of $59.00, for a total to be deducted from Frank Joseph Karchefski's wages in the amount of $1,239.00 per month for child support, beginning December 15, 1997. Both parties are further advised that child support cannot be reduced or prorated without written order of this Court. The Court further finds that the child support is in compliance with the Tennessee Child Support Guidelines.

8. The Court finds that Mr. Karchefski has the ability to pay and Ms. Karchefski has the need for rehabilitative alimony. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that Mr. Karchefski shall pay rehabilitative alimony in the amount of $350.00 per month, plus the Clerk's lawful 5% commission of $17.50, for a total to be deducted by wage assignment beginning December 15, 197, in the amount of $367.50 for rehabilitative alimony for a period of 36 months. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the total due each month for child support and alimony shall be $1,606.50.

| | |
|---|---|
| Regular child support | $1,180.00 |
| Clerk's lawful 5% commission | 59.00 |
| | **$1,239.00** |
| | |
| Alimony | $ 350.00 |
| Clerk's lawful 5% commission | 17.50 |
| | **$ 367.60** |

**Total Child Support and Alimony, including Clerk's fees: $1,606.50 per month**

which shall be deducted twice each month in the amount of $803.25 since Mr. Karchefski is paid semi-monthly ~~bi-monthly~~. The first payment being due December 15, 1997 and two times each month thereafter.

Of the ~~bi-monthly~~ semi-monthly amount deducted, $765.00 shall include one-half of the child support due each month and one-half the alimony due each month. The amount of $38.25 equals one-half of the Clerk's commissions due on the child support and alimony ~~bi-monthly~~ semi-monthly in that the Court will allow the amounts to be paid ~~bi-monthly~~ semi-monthly to coincide with Mr. Karchefski's pay periods of twice each month. Mr. Karchefski is further advised that at any time the wage assignment is insufficient or not in effect, he shall pay these amounts directly to the Circuit Court Clerk's Office, 5th Floor, Metropolitan Courthouse, Nashville, Tennessee 37201 so that the same will not become in arrears. Both parties are further advised that child support cannot be reduced or prorated without written order of this Court. The Clerk after deduction of his lawful 5% commission shall disburse the remaining amounts to Nancy Karchefski at 3809 Eckhart Drive, Nashville, TN 37211.

9. Mr. Karchefski shall be awarded all right, title and interest in the shares of General Motors stocks which he owns. He will further be awarded the Delorean automobile and the Aspen automobile and be responsible for any indebtedness owing thereon.

10. Nancy Karchefski shall be awarded all right, title and interest in the Plymouth Van.

11. It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Karchefski will be awarded one-half of the vested interest in Husband's pension with General Motors and he shall cooperate in the preparation and submission of a Qualified Domestic Relations Order in order to effectuate the intent of this Court's order that Wife be awarded one-half the interest vested in Mr. Karchefski's pension which has accrued from December 26, 1988 through December 1, 1997, or as near there as as can be calculated by the Plan Administrator.

12. Wife will be awarded all right, title and interest in the real property located at 3809 Eckhart Drive, Nashville, Tennessee 37211. Map and Parcel No: 133-12-0, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 97 on the Plan of Greenwood Hills, Section 4, of record in Book 4955, Page 49, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to Frank Karchefski and Nancy Karchefski by deed from Metropolitan Nashville Airport Authority of record in Book 9244, page 918, Register's Office for Davidson County, Tennessee. Also being the same property Nancy karachefski conveyed to Frank Karchefski by Quitclaim Deed of record in Book 10259, Page 851, said Register's Office.

Any interest the Husband has therein is hereby divested from him and reinvested solely in the Wife.

The Court further sets aside any previous conveyance made by Mr. Karchefski in his attempt to have the Court approve a Marital Dissolution Agreement which this Court did not approve. The Court found the same to be inequitable on February 14, 1997. It is further **ORDERED, ADJUDGED AND DECREED** that Mr. Karchefski will sign a Quitclaim Deed divesting himself of any interest in this real property. It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Karchefski shall be responsible for payment of the first mortgage owing on the residence to Ford Consumer Finance, P. O. Box 650404, Dallas, Texas 75265, Account No: 03410896-0234739.

13. The Court **ORDERS** that Mr. Karchefski shall be responsible for the payment of the entire indebtedness of the second mortgage he created on the real property in violation of this Court's previously entered Restraining Order. Further, he shall pay the amount necessary of $287.57 per month directly to Ms. Karchefski and furnish her the payment book to make the payment on the second mortgage directly to the financial institution. The Court further **ORDERS** Ms. Karchefski to make the first and second mortgage payments on a timely basis. The Court further **ORDERS** that Mr. Karchefski shall pay the money for the second mortgage to Ms. Karchefski in sufficient time so that she may make the second mortgage payment in a timely manner. The Court further **ORDERS** that in the event Ms. Karchefski is 3 months delinquent on the payments of the indebtedness on the marital property, then the same will be sold and the Court **ORDERS** that she will be able to keep the entire proceeds therefrom, but that Mr. Karchefski must continue to pay Ms. Karchefski the balance of the second mortgage until the $15,000.00 equity which she has lost as a result of his refinancing the same in violation of this Court's order is paid to her.

14. It is further **ORDERED, ADJUDGED AND DECREED** that Mr. Karchefski shall pay the 1997 real property taxes owing on the residence and do so in a timely manner. The amount of the real property taxes owing is $1,146.39. This amount shall be paid to the Trustee's Office located at 800 Second Avenue North (Clifford Allen Building), Nashville, Tennessee, phone number 862-6330 in a timely manner. The entire amount of taxes shall be paid by Mr. Karchefski by February 28, 1998. Thereafter, the taxes on the real property shall be the responsibility of Ms. Karchefski.

15. The Court **ORDERS** that Mr. Karchefski shall pay the following debts:

| | | Payments | Balance |
|---|---|---|---|
| A. | Retailers National Bank (Defendant)<br>Target Charge Card | 10% of balance | 1,907.62 |

P. O. Box 59231
Minneapolis, Minnesota 55459-0231

| | | | |
|---|---|---|---|
| B. | Nations Bank (Wife's Auto) (Defendant)<br>P. O. Box 699<br>Spring Hill, TN 37174 | 96.00 | 818.66 |
| C. | Nations Bank (Defendant) (Delorean)<br>P. O. Box 699<br>Spring Hill, TN 37174 | 294.06 | 8,028.00 |
| D. | American General<br>P. O. Box 144<br>Hermitage, TN 37076 | 105.23 | ? |
| E. | Nations Bank (Defendant)<br>P. O. Box 699<br>Spring Hill, TN 37174<br>(To purchase Aptiva Computer- Borrowed by Husband after separation) | 203.96 | 4,200.00 |
| F. | Beneficial National Bank<br>P. O. Box 15735<br>Wilmington, DE 19886 | 67.00 | 2,500.00 |
| G. | F.N.A.N.B. (Defendant)<br>P. O. Box 85045<br>Louisville, KY 40285<br>Circuit City Charge Card<br>(For refrigerator and computer equipment) | 47.00 | 1,312.13 |
| H. | Visa Providian BanCorp. (Defendant)<br>P. O. Box 192974<br>San Francisco, CA 94119 | 15.00 | 419.6 |
| I. | Visa Capital One (Defendant)<br>P. O. Box 85617<br>Richmond, VA 23276 | 15.00 | 1,017.71 |
| J. | M/C Associates National Bank (Defendant)<br>P. O. Box 15370<br>Wilmington, DE 19886-5370 | 15.00 | 400.18 |

The Court **ORDERS** that Mr. Karchefski shall pay all the debts listed above that he has not already paid. The Court finds the same is necessary for the support of Wife and children with the intention that the same is a non-dischargeable support obligation in the event of Husband's subsequent bankruptcy.

16. It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Karchefski shall pay her credit card debts.

17. The Court further approves the disposition of the funds from the $7,500.00 Certificate

of Deposit with the First American National Bank. The Court approves the disbursement as follows, as agreed by the parties:

| | | |
|---|---|---|
| Certificate of Deposit | | $7,500.00 |
| Attorney's Fee, D. Scott Parsley | 3,000.00 | |
| Attorney's Fee, Bryan Bowhan | 500.00 | |
| Headstone for parties' deceased minor child | 500.00 | |
| Kim Davidson, Court Reporter | 100.00 | |

The Court **ORDERS** that the balance of these funds are awarded to Wife and shall be used by her to make necessary repairs to the home as testified to at this hearing.

18. It is further **ORDERED, ADJUDGED AND DECREED** that the remaining balance of funds on deposit with the Circuit Court Clerk's Office in the approximate amount of $1,700.00 shall be disbursed to Wife and the Court **ORDERS** that she is to pay the remaining indebtedness on the Plymouth Van awarded to her.

19. It is further **ORDERED, ADJUDGED AND DECREED** that Mr. Karchefski has ten (10) days from December 1, 1997, within which to liquidate the Certificate of Deposit and provide the funds to D. Scott Parsley, attorney for Wife, to make the disbursements as stated above through his escrow account.

20. The Court further finds it necessary at this time to restrain and enjoin Frank Karchefski from attempting to liquidate the Certificate of Deposit in the amount of $7,500.00 from First American National Bank in any form other than that as provided for in this agreement, that is to liquidate the same and deliver a cashiers check to D. Scott Parsley's office to carry out the intent of this Final Decree.

21. It is **ORDERED, ADJUDGED AND DECREED** that Mr. Karchefski will take all action necessary to insure that Wife continues to be maintained on the medical and dental insurance Husband has through his employment with the Saturn Corporation and to convert the benefits. That he shall pay the COBRA premium for Wife therein until Wife becomes insured. The Court **ORDERS** that Ms. Karchefski is to attempt to obtain medical insurance as soon as possible, the Court being sufficiently advised that Ms. Karchefski has recently obtained employment and there is a waiting period in order to obtain medical insurance. The Court **ORDERS** Ms. Karchefski to attempt to maintain the medical insurance on herself through her employer immediately or as soon as practicable.

22. It is further **ORDERED, ADJUDGED AND DECREED** that the costs of this cause are assessed against Frank Joseph Karchefski, for which let execution issue if necessary.

23. Frank Karchefski's address is 1103 Bledsoe Drive, Castalian Springs, Tennessee 37031.

24. Nancy Karchefski's address is 3809 Eckhart Drive, Nashville, Tennessee 37211.

Enter this 17th day of December, 1997.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

**D. SCOTT PARSLEY, #13606**
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
(615) 244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on the Honorable Bryan Bowhan, 810 Richardson Cemetery Road, White Bluff, TN 37187-4204, by placing same in the U. S. Mail, postage prepaid, on this 17 day of December, 1997.

D. SCOTT PARSLEY

PICK-UP

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IDENTIF. → REFERENCE

BOOK 10831 PG 249

**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 FOURTH Circuit Court for Davidson County, Tennessee, on the 17 day of DECEMBER , 19 97 , in the Case Number 96D3304 between KARCHEFSKI, FRANK JOSEPH Plaintiff, and KARCHEFSKI, NANCY MARIE CASTILLO Defendant, as same remains of record in Book 276B , Page 876 of the Minutes of said Court.

3636 03/10 0101 03CHECK 36.00

**IN TESTIMONY WHEREOF,** I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 09 day of MARCH in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

(SEAL)

**RICHARD R. ROOKER,** Clerk,

By _____
Deputy Clerk