Bof 36

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 97 DEC -3 PM 4:40

[illegible] COKER, CLERK

SONJA ELAINE BARNES
Plaintiff

VS.

GERALD LYNN BARNES
Defendant

Docket No. 96D-2425

D.C.

BOOK 10889 PG 466

FINAL DECREE

This cause came on to be heard on the 27th day of October, 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 Plaintiff SONJA ELAINE BARNES against the Defendant, GERALD LYNN BARNES, the Defendant's answer thereto, and the Petition For Contempt filed by the Plaintiff against the Defendant for failing to return the parties boat to her as previously ordered by the Court, and the Defendant's answer thereto, stipulations by the parties, the testimony of the parties and witnesses in open court, the statements of their counsel, and the record as a whole, from all of which the Court finds as follows:

1. The divorce should be awarded to the Plaintiff, upon the grounds of inappropriate marital conduct, as stipulated by the parties at the hearing, pursuant to T.C.A. Section 36-4-129.

2. That, as stipulated by the parties at the hearing, the Plaintiff is the proper person to have exclusive custody of the parties minor child, MICHAEL LYNN BARNES, subject to the Defendant having reasonable visitation with the minor child, taking into consideration that the child is 16 years of age and his preference for said visitation. Both parties shall be entitled to the rights outlined in T.C.A. Section 36-6-101(a)(3)(A).

3. The parties homeplace, located at 2904 Knobdale Road, Nashville, Tennessee 37214 shall be awarded to the Plaintiff, subject to her paying the Defendant the sum of $25,000.00. The Plaintiff shall have six (6) months from the date of the hearing to pay the Defendant the aforesaid amount. If the Plaintiff has not paid the Defendant said amount by the end of the six (6) month period, then the subject real property shall be sold and the Defendant, after all selling and administrative expenses relating to the sale have been paid, shall receive $25,000.00 plus legal interest from the sale proceeds running from thirty (30) days from the entry of this Order, and the Plaintiff shall receive the remainder thereof. The Defendant shall be granted a lien on said real property until he has been paid the sum ordered herein.

4. The Plaintiff shall be awarded the 1989 Cadillac Deville automobile and the 1985 Chevrolet Van, both currently titled in her name only, to be hers, free and clear of all claims of the Defendant.

5. The Defendant shall be awarded the 1987 Chevrolet Silverado pick-up truck currently titled in both parties names and the Ranger Fish/Ski boat with motor and trailer, to be his, free and clear of all claims of the Plaintiff.

6. Each party shall retain their separate personal property, free and clear of the claims of the other party. The Defendant is awarded exclusive ownership of the tools purchased during the

marriage; the property shown on Exhibit 19; and his separate property shown on Exhibit 20, both exhibits having been filed at the hearing. The pictures of the parties son, Michael Barnes, are to be divided equally between the parties. All other property not herein disposed of, in the possession of either party at the time of this hearing, is awarded to that party, free and clear of all claims of the other.

7. The parties shall each be awarded one (1) of the two (2) annuities with Western National Life, with the Plaintiff to receive annuity # FE 002804 and the Defendant to receive annuity # FE 002805, both annuities being for the same value. The parties present attorneys, RANDLE W. HILL, JR. for the Plaintiff and REBECCA C. BLAIR and DAVID B. SCOTT for the Defendant are each awarded a lien for attorneys fees on the aforesaid annuity awarded to their client.

8. Each party is solely responsible to pay any debt that they have incurred individually, and to hold the other party harmless thereon. Further, the Plaintiff is responsible to pay her remaining post separation debts, specifically including the J.C. Penny Charge Account; the First American PLC; Lowes Charge Account; loans to Geneva Warren; MB & A Court Reporters (her charges only) and hold the Defendant harmless thereon. The parties shall be equally responsible for the payment of the 1997 Metro Property tax ($1,021.76) and the remainder of the debt owed to the Nashville Electric Service for the heating cooling system, and the bill for the real estate appraisal from J. Donald Turner, and hold the other party harmless thereon.

9. The Defendant shall pay, in compliance with the Tennessee Child Support Guidelines, child support for his minor child, MICHAEL LYYN BARNES, in the sum of four hundred and fifteen dollars ($415.00) per month, to be due and payable beginning the 5th day of November, 1997 and on the fifth day of each month thereafter, so long as the Defendant has a legal duty to support his minor son. Attached hereto as "Addendum A", and incorporated herein by reference, is the information required by Tennessee Law.

10. The Defendant shall pay directly to the Plaintiff, the sum of four hundred and eighty-five dollars ($485.00) as alimony in futuro, to continue until the death or remarriage of the Plaintiff, or the further orders of this Court. Said payments shall be due and payable beginning the 5th day of November, 1997, and on the fifth day of each month thereafter.

11. The Defendant shall be awarded the remainder of his worker's compensation settlement from his previous employer (CSX) free and clear of all claims of the Plaintiff.

12. There shall be no finding of contempt against the Defendant, on the Plaintiff's Contempt Petition for Failure To Return The Parties Ranger fishing/ski boat, and said Petition shall be dismissed.

13. Each party shall be responsible to pay their own attorneys fees.

14. The costs of this cause shall be adjudged against the Defendant, for which execution may issue, if necessary.

15. The attorneys for the Defendant are, at their request, allowed to withdraw as counsel of record.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Plaintiff, SONJA ELAINE BARNES, is awarded an absolute divorce from the Defendant GERALD LYNN BARNES, on the grounds of inappropriate marital conduct, and the parties are restored to all of the rights and privileges of unmarried persons.

2. The Plaintiff shall have sole care, custody and control of the parties minor child, MICHAEL LYNN BARNES, subject to the Defendant having reasonable visitation with the minor child, taking into consideration that the child is 16 years of age and his preference for said visitation. Each party is granted the following rights, pursuant to T.C.A. Section 36-6-101(a)(3)(A) during periods when the child is not in that party's possession:

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; and

F. The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child.

3. The house and lot located at 2904 Knobdale Road, Nashville, Tennessee 37214 shall be vested solely in the Plaintiff, subject to her paying the Defendant the sum of $25,000.00, and the Defendant shall be divested of all right, title, and interest in said property; and all right title, and interest shall be vested in the Plaintiff. Said property is more specifically described in Deed Book 6071, page 61, of the Register Of Deeds Office, Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lot No. 204 on the Plan of Lincoya Hills, Section 7, as of record in Book 2331, page 119, said Register's Office.
>
> Said Lot No. 204 fronts 100.0 feet on the northerly side of Knobdale Road and runs back 145.0 feet on the west line and 229.7 feet on the east lot line to a line in the rear which is a broken line measuring 144.3 feet thereon.
>
> Being the same property conveyed to Gerald L. Barnes and wife Sonja E. Barnes by deed from Dalcomb Fred Poag and wife Dorothy Poag by deed of record in Book 6071, page 61, Register's Office for Davidson County, Tennessee.

The Plaintiff shall have six (6) months from the date of the hearing to pay the Defendant the aforesaid amount. If the Plaintiff has not paid the Defendant said amount by the end of the six (6) month period, then the subject real property shall be sold and the Defendant, after selling and administrative expenses relating to the sale have been paid, shall receive $25,000.00 plus legal interest from the sale proceeds running from thirty (30) days from the entry of this Order, and the Plaintiff shall receive the remainder thereof. The Defendant is granted a lien on said real property until he has been paid the sum ordered herein.

4. The 1989 Cadillac Deville automobile and the 1985 Chevrolet Van, which both currently titled in the Plaintiff's name shall be vested solely in the Plaintiff, and the Defendant is divested of all rights and ownership of said property.

5. The 1987 Chevrolet Silverado pick-up truck currently titled in both parties names and the Ranger Fish/Ski boat with motor and trailer, shall be vested solely in the Defendant, and the Plaintiff is divested of all rights and ownership of said property. The Plaintiff shall execute any and all documents necessary to transfer title of said vehicle to the Defendant.

6. Each party is vested with the sole ownership of their separate personal property, free and clear of the claims of the other party. The Defendant shall be vested with the sole ownership of the tools purchased during the marriage; the property shown on Exhibit 19; and his separate property shown on Exhibit 20, both exhibits having been filed at the hearing, and the Plaintiff is divested of all rights and ownership of said property. Each party is awarded one half (1/2) of the pictures of the parties minor son, MICHAEL BARNES, and said pictures are to be divided equally between them. The rights and ownership in all other property not herein disposed of, which was in the possession of either party at the time of the hearing is vested solely in that party, and the other party is divested of all rights and ownership in said property.

7. The Plaintiff is vested with the sole ownership of Western National Life Annuity # FE 002804, and the Defendant is divested of all rights and interest in said annuity. The Plaintiff's present attorney, RANDLE W. HILL, JR. is awarded a lien on said annuity for his attorneys fees incurred in this case. The Defendant is vested with the sole ownership of Western National Life Annuity # FE 002805 and the Plaintiff is divested of all rights and interest in said annuity. The Defendant's present attorneys, REBECCA C. BLAIR and DAVID B. SCOTT are each awarded a lien on said annuity for their attorneys fees incurred in this case.

8. Each party shall be solely and fully responsible to pay any debt that they have incurred individually, and indemnify and hold harmless the other party on said debts. The Plaintiff is responsible to pay her remaining post separation debts, specifically including the J.C. Penny Charge Account; the First American PLC; Lowes Charge Account; loans to Geneva Warren; MB & A Court Reporters (her charges only) and shall indemnify and hold the Defendant harmless on said debts. The parties shall be equally responsible for the payment of the debt owed to the Nashville Electric Service for the heating and cooling system, and the bill for the real estate appraisal from J. Donald Turner, and shall indemnify and hold the other party harmless on that portion of said debts.

9. The Defendant shall pay to the Plaintiff, in compliance with the Tennessee Child Support Guidelines, child support for his minor child, MICHAEL LYNN BARNES, in the sum of four hundred and fifteen dollars ($415.00) per month, to be due and payable beginning the 5th day of November, 1997 and on the fifth day of each month thereafter. Said child support shall continue until the child has become 18 years of age, and graduated from high school, or has become 18 years of age and the class in which he was a member when he reached the age of 18 has graduated from high school, whichever occurs first. Unless specifically ordered by the Court, said child support shall not be reduced. Attached hereto as "Addendum A", and incorporated herein by reference, is the information required by Tennessee Law.

10. The Defedant shall pay directly to the Plaintiff, the sum of four hundred and eighty-five dollars ($485.00) as alimony in futuro, to continue until the death or remarriage of the Plaintiff, or the further orders of this Court. Said payments shall be due and payable beginning the 5th day of November, 1997, and on the fifth day of each month thereafter.

11. The Defendant shall be the sole owner of the remainder of the Defendant's worker's compensation settlement from his previous employer, and the Plaintiff is divested of all rights and ownership of said property.

12. There is no finding of Contempt against the Defendant on the Plaintiff's Contempt Petition For Failaure To Return The Parties Ranger fishing/ski boat, and said Petition is hereby dismissed.

13. Each party is responsible to pay their own attorneys fees.

14. The costs of this cause are adjudged against the Defendant, for which execution may issue, if necessary.

15. The attorneys for the Defendant, REBECCA C. BLAIR and DAVID B. SCOTT are hereby granted their request to withdraw as counsel of record for the Defendant.

ENTERED THIS 5th DAY OF December, 1997.

MURIEL ROBINSON
JUDGE

APPROVED FOR ENTRY:

RANDLE W. HILL, JR. 012113
Attorney For Plaintiff
329 Union Street
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ADDENDUM A

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FAILURE TO APPROPRIATELY UPDATE THIS INFORMATION OR GIVING FALSE INFORMATION COULD LEAD TO BEING CITED FOR CONTEMPT OF COURT OR HAVING A DEFAULT JUDGMENT ENTERED AGAINST YOU.
It is further ordered by the Court that both parties update the following information with any changes within 10 days of the change to the Circuit (clerk of court) and the _____ (child support office).

96D-2425

97 DEC -9 PM 4:40

JEFFERSON CIRCUIT CLERK

Father's Information

Full name: Barnes (Last) Gerald (First) Lynn (Middle) [redacted]44-5943

Residential Address: 1190 Pickneyville Road (# and Street) Apt. # D.C.
Salem (City) Kentucky (State) 42079 (Zip Code)

Phone: 502 988-2021

Birthdate: 07/05/41

Birthplace:

Mailing Address: (if different from above)
(# and Street) Apt. #
(City) (State) (Zip Code)

City: Salem

State: KY

Drivers License # 56355391

Employers Name: N/A

Employers Address: N/A

Phone: ( ) - N/A

Health Insurance Company: Aetna Group RR Until end of 1997

Available through Employer?
( ) Yes ( ) No

Health Insurance Address: P.O. Box 7064 Dover Deleware 19903-1512

Cost to Employee (if any):
$ _____

Mother's Information

Full Name: Barnes (Last) Sonja (First) Elaine (Middle) [redacted]0-4372

Residential Address: 2904 Knobdale Road (# and Street) Apt. #
Nashville, Tn. (City) 37214 (State) (Zip Code)

Phone: (615) 889-3090

Birthdate: 09/20/46

Birthplace:

Mailing Address:
(# and Street) Apt. #
(City) (State) (Zip Code)

City: McMinnville

State: TN

Drivers License # 2745470

Employers Name: N/A

Employers Address: N/A

Phone ( ) N/A

Health Insurance Company: Phoenix Healthcare Of Tennessee (Tenncare)

Available Through Employer?
( ) Yes (x) No

Health Insurance Address: Not available at this time

Cost to Employee (if any):
$ Not available at this time

Children's Information

(1) Child's Full Name: Barnes (Last) Michael (First) Lynn (Middle)

SSN [redacted]0660

Residential Address:

Birthdate: ___/___/___

(2) Child's Full Name: (Last) (First) (Middle)

SSN: ___/___/___

Residential Address:

Birthdate: ___/___/___

(3) Child's Full Name: (Last) (First) (Middle)

SSN: ___/___/___

Residential Address:

Birthdate: ___/___/___

(4) Child's Full Name: (Last) (First) (Middle)

SSN: ___/___/___

Residential Address:

Birthdate: ___/___/___

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

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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 FOURTH Circuit Court for Davidson County, Tennessee, on the 08 day of DECEMBER , 19 97 , in the Case Number 96D2425 between BARNES, SONJA ELAINE Plaintiff, and BARNES, GERALD LYNN Defendant, as same remains of record in Book 275C , Page 2170 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 16 day of APRIL in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By K Washburn
Deputy Clerk

5055 04/16 0101 01CASH 28.00

98 APR 16 PM 2:58
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN.

0426420