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BOOK 11155 PAGE 167

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RICHARD R. ROOKER, CLERK

K Rooker D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BURNIS LAVON BANDY)
)
PLAINTIFF,)
v.)
)
CHARLES JOSEPH BANDY)
)
DEFENDANT.)

NO. 97D-1131
NOTICE OF ENTRY REQUESTED

FINAL DECREE OF DIVORCE

This matter came on to be heard on Tuesday, August 4, 1998, upon the Complaint for Absolute Divorce filed by Burnis Bandy, the Answer filed by Charles Bandy, all of the pleadings in this matter and statements of counsel for both parties in open court. From all of this, the Court finds that the parties are hereby declared divorced pursuant to T.C.A. Section 36-4-129 based on the stipulation that Mrs. Bandy has grounds for divorce and Mr. Bandy has grounds for divorce and, that the division of assets marked as Exhibit A, and attached to this Order, is approved by the Court, that the real property of the parties shall be divided as follows: Mr. Bandy shall be divested of the property known as: 328 Vaughn Street, Nashville, Tennessee, and reinvested in Mrs. Bandy, free and clear of the Husband's interest more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of J. M. Eatherly's Addition to Nashville, of record in Plat Book 57, page 138, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 7 fronts 50 feet on the southerly margin of Vaughn Street or Vaughn Avenue and extends back southwardly between parallel lines 173 feet to an alley.
>
> Being the same property conveyed to Charles Joseph Bandy and wife, Burnis Bandy, by deed from Johnny R. Burroughs, and wife, Linda M. Burroughs, of record in Book 9421, page 170, said Register's Office.

This is improved property, known as 328 Vaughn Street or Vaughn Avenue, Nashville, Tennessee.

Further, Mrs. Bandy shall be responsible for the indebtedness on the property in the approximate amount of Four Thousand ($4,000.00) Dollars owed to Edward Mercer and she shall hold the Husband harmless thereon.

Subject to a lien held by Mrs. Bandy in the amount of Ten Thousand ($10,000.00) Dollars and the payment of the indebtedness

on the 1991 Grand Prix, owed to National Fire Credit Union Mrs. Bandy, shall be divested of any interest in the remaining three (3) parcels of real property and reinvested in Mr. Bandy and known as: 1913 Formosa Street, Nashville, Tennessee said property more particularly described as follows:

> Land in Davidson County, Tennessee, described as follows:
>
> Being Lot No. 66 on the Map of J. M., T. J., and G. W. Harding's Plan of record in Book 21, Page 80, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 66 fronts 50 feet on the south side of Formosa Street and runs back between parallel lines, 150 feet to an alley.
>
> Being the same property conveyed to Charles Bandy, by deed from Wanda Lee Garrett, of record in Book 6714, Page 748, Register's Office for Davidson County, Tennessee.

1903 Cephas Street, Nashville, Tennessee said property more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 38 on the Plan of CEPHAS WOODARD SUBDIVISION of Lots 5 & 6 Woodard Property as of record in Book 161, Page 174, Register's Office for said County.
>
> SAID Lot No. 38 fronts 50 feet on the westerly margin of CEPHAS STREET and extends back between parallel lines 115 feet to an alley in the rear.
>
> BEING the same property conveyed to Charles Bandy, by Deed from Robert Childress and wife, Narcissus Childress, of record in Book 6559, page 985, said Register's Office.

326 Vaughn Street, Nashville, Tennessee said property more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 8 on the plan of J. M. Eatherly's Addition to Northeast Nashville, as of record in Book 57, page 138, Register's Office for said County.
>
> Said Lot No. 8 fronts 50 feet on the southerly side of Vaughn Avenue and extends back between parallel lines, 173 feet to an alley.
>
> Being the same property conveyed to Charles Bandy, by deed from Minnie L. Bandy, of record in Book 6562, Page 848, Register's Office for Davidson County, Tennessee

Mr. Bandy shall be responsible for the indebtedness on all three parcels of real property and shall hold Mrs. Bandy harmless thereon.

The Court further found that some of the personal property, located at 1913 Formosa Street, Nashville, Davidson County, Tennessee, that is awarded to Mrs. Bandy sustained fire damage and Mrs. Bandy will cooperate with the insurance investigation of said loss. Mr. Bandy shall deposit Five Thousand ($5,000.00) Dollars in the escrow account of J. Robin McKinney, attorney for Mr. Bandy, to hold until settlement arrangements are made for disbursement for loss of said personal property, that was awarded to Mrs. Bandy on the lists marked as Exhibit A.

The Court further found that Mr. Bandy will pay to Mrs. Bandy Ten Thousand ($10,000.00) Dollars representing equitable division of other real property payable within ninety (90) days from the date of the Final Decree of Divorce and Mr. Bandy shall pay the indebtedness on the 1991 Grand Prix, owed to National Fire Credit Union within one year.

The Court further finds that Mr. Bandy is awarded the 1994 GMC pickup truck and Mrs. Bandy is awarded the 1991 Pontiac Grand Prix and Mr. Bandy shall continue to pay the indebtedness owed to National Fire Credit Union which shall be paid within one (1) year from the date of this Final Decree and he shall execute the title to Mrs. Bandy, ~~when said indebtedness is fully satisfied~~. MR

The Court further finds that custody of the two (2) minor children shall be vested jointly with the parties and Mrs. Bandy shall be designated as the primary caretaker. The Court finds that visitation is in the best interest of the minor children and Mr. Bandy shall have visitation commencing on August 15, 1998, for three (3) consecutive Saturdays, from 9:00 a.m. until 6:00 p.m and Sunday, from 11:00 a.m. until 8:00 p.m. Mr. Bandy shall have overnight visitation with the minor children, commencing on the 5th day of September, 1998 from 9:00 a.m. on Saturday until Sunday at 9:00 a.m. Beginning on September 12, 1998, Mr. Bandy shall have every other weekend visitation from 6:00 p.m. on Friday until 6:00

p.m. on Sunday. The parties shall alternate the week before Christmas and the week after Christmas beginning at 9:00 p.m. Christmas Eve to 6:00 p.m. New Year's ~~Day~~ Eve. The parties shall alternate the major holidays from year to year, which include ~~Christmas Day~~, New Year's, Easter, Memorial Day, July 4, Labor Day and Thanksgiving Day beginning at 6:00 p.m. on the eve of holiday and ending at 8:00 p.m. on the holiday. The parties shall have visitation with the minor children on Mother's Day and Father's Day respectfully, beginning at 8:00 a.m. to 6:00 p.m.

The parties agree that the Husband is entitled to:

(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.

The Court further finds that Mr. Bandy shall pay child support to Mrs. Bandy in the amount of One Thousand ($1,000.00) Dollars per month, payable in increments of Five Hundred ($500.00) Dollars on the first and fifteenth (1st and 15th) of each and every month and said amount of child support conforms to the child support award guidelines established by the Department of Human Services pursuant to the Tennessee Public Chapter 206, Acts of 1989 and represents at least thirty-two (32%) percent of Husband's net income based on his gross income of Four Thousand Two Hundred Fifty ($4,250.00) Dollars per month.

The Court further found that Mr. Bandy shall continue to carry health insurance coverage on the two (2) minor children and the parties will each pay one-half (1/2) of any and all reasonable and necessary medical, and dental expenses for the minor children that are not covered by the health insurance, including any deductibles.

The Court further found that Mr. Bandy will keep in effect the life insurance policies on the two (2) minor children and Mr. Bandy will pay the premium for the life insurance policies with Mr. Bandy and Mrs. Bandy named equally as beneficiaries.

The Court further finds that each party will maintain a life insurance policy of no less than Fifty Thousand ($50,000.00) Dollars on his or her life, with the Husband naming the Wife as Trustee for the benefit of the minor children and the Wife naming Mr. Bandy as Trustee for the benefit of the minor children and each shall provide proof of insurance coverage on a yearly basis. Husband's and Wife's obligation to maintain said policy shall terminate when the youngest child turns eighteen (18) or graduates with his class from high school, whichever is the latter event to occur.

The Court further finds that the bank accounts of the two (2) minor children, shall be split equally between the parties.

The Court further found that each party shall retain their own pension or retirement accounts, free and clear of the other's interest and each party shall pay his or her own debts. Mr. Larry H. Hagar is awarded a judgment against Mr. Bandy for One Thousand

($1,000.00) Dollars representing attorney fees Mrs. Bandy has expended in this matter for legal representation and Mr. Bandy shall pay the court costs incurred in this matter.

It is therefore, **ORDERED, ADJUDGED and DECREED**, that the parties shall be, and are hereby, declared divorced pursuant to T.C.A. Section 36-4-129 based on the stipulation that both parties have grounds for divorce, and each party shall be, and is hereby, restored to all the rights and privileges of an unmarried person.

It is further, **ORDERED, ADJUDGED and DECREED**, that the division of assets submitted to the Court as Exhibit A and is hereby, approved by the Court as an Order of the Court, and is incorporated herein by reference and made a part of this Final Decree as if fully set forth herein.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mr. Bandy shall be divested of the property known as: 328 Vaughn Street, Nashville, Tennessee, and reinvested in ~~and~~ Mrs. Bandy free and clear of the Husband's interest more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of J. M. Eatherly's Addition to Nashville, of record in Plat Book 57, page 138, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 7 fronts 50 feet on the southerly margin of Vaughn Street or Vaughn Avenue and extends back southwardly between parallel lines 173 feet to an alley.
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> Being the same property conveyed to Charles Joseph Bandy and wife, Burnis Bandy, by deed from Johnny R. Burroughs, and wife, Linda M. Burroughs, of record in Book 9421, page 170, said Register's Office.

This is improved property, known as 328 Vaughn Street or Vaughn Avenue, Nashville, Tennessee.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mrs. Bandy shall be responsible for the indebtedness on the property in the approximate amount of Four Thousand ($4,000.00) Dollars owed to Edward Mercer and she shall hold the Husband harmless thereon.

It is further, **ORDERED, ADJUDGED and DECREED**, that subject to a lien held by Mrs. Bandy in the amount of Ten Thousand ($10,000.00) Dollars and the payment of the indebtedness on the

1991 Grand Prix, owed to National Fire Credit Union, Mrs. Bandy shall be divested of any interest in the remaining three (3) parcels of real property and reinvested in Mr. Bandy and known as: 1913 Formosa Street, Nashville, Tennessee said property more particularly described as follows:

> Land in Davidson County, Tennessee, described as follows:
>
> Being Lot No. 66 on the Map of J. M., T. J., and G. W. Harding's Plan of record in Book 21, Page 80, Register's Office for Davidson County, Tennessee.
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>
> Being the same property conveyed to Charles Bandy, by deed from Minnie L. Bandy, of record in Book 6562, Page 848, Register's Office for Davidson County, Tennessee.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mr. Bandy

shall be responsible for the indebtedness on all three parcels of real property and shall hold Mrs. Bandy harmless thereon.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mr. Bandy shall pay Mrs. Bandy Ten Thousand ($10,000.00) Dollars within ninety (90) days of the Final Decree representing her interest in the three (3) parcels of property he was awarded, which is reduced to a judgment for which execution may issue.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mr. Bandy shall deposit Five Thousand ($5,000.00) Dollars in the escrow account of J. Robin McKinney, attorney for Mr. Bandy, to hold until settlement arrangements are made for disbursement for loss of personal property, that was awarded to Mrs. Bandy on the lists marked as Exhibit A, that was damaged as a result of a fire at 1913 Formosa Street, Nashville, Tennessee.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mr. Bandy is awarded the 1994 GMC pickup truck and Mrs. Bandy is awarded the 1991 Pontiac Grand Prix and Mr. Bandy shall continue to pay the indebtedness on the 1991 Pontiac Grand Prix, owed to National Fire Credit Union, which shall be paid within one (1) year from the date of this Final Decree and he shall execute the title to Mrs. Bandy ~~when said indebtedness is fully satisfied.~~ MRF

It is further, **ORDERED, ADJUDGED and DECREED**, that Mrs. Bandy shall retain a lien on Mr. Bandy's real property until said indebtedness on the 1991 Pontiac Grand Prix is paid in full.

It is further, **ORDERED, ADJUDGED and DECREED**, that custody of the two (2) minor children shall be vested jointly with the parties and Mrs. Bandy shall be designated as the primary caretaker. The Court finds that visitation is in the best interest of the minor children and Mr. Bandy shall have visitation commencing on August 15, 1998, for three (3) consecutive Saturdays, from 9:00 a.m. until 6:00 p.m and Sunday, from 11:00 a.m. until 8:00 p.m. Mr. Bandy shall have overnight visitation with the minor children, commencing on the 5th day of September, 1998 from 9:00 a.m. on Saturday until Sunday at 9:00 a.m. Beginning on September 12, 1998, Mr. Bandy shall have every other weekend visitation from 6:00 p.m. on Friday

until 6:00 p.m. on Sunday. The parties shall alternate the week before Christmas and the week after Christmas, beginning at 9:00 p.m. Christmas Eve to 6:00 p.m. New Year's Eve. The parties will alternate the major holidays from year to year, which include ~~Christmas Day~~, New Year's Day, Easter, Memorial Day, July 4, Labor Day and Thanksgiving Day, beginning at 6:00 p.m. on the eve of the holiday and ending at 8:00 p.m. on the holiday. The parties shall have visitation with the minor children on Mother's Day and Father's Day respectfully, beginning at 8:00 a.m. to 6:00 p.m.

It is further, **ORDERED, ADJUDGED and DECREED**, that the Husband is entitled to:

(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.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mr. Bandy shall pay child support to Mrs. Bandy in the amount of One Thousand ($1,000.00) Dollars per month, payable in increments of Five

Hundred ($500.00) Dollars on the first and fifteenth (1st and 15th) of each and every month and said amount of child support conforms to the child support award guidelines established by the Department of Human Services pursuant to the Tennessee Public Chapter 206, Acts of 1989 and represents at least thirty-two (32%) percent of Husband's net income based on his gross income of Four Thousand Two Hundred Fifty ($4,250.00) Dollars per month.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mr. Bandy shall continue to carry health insurance coverage on the two (2) minor children and the parties will each pay one-half (1/2) of any and all reasonable and necessary medical, and dental expenses for the minor children that are not covered by the health insurance, including any deductibles.

It is further, **ORDERED, ADJUDGED and DECREED**, that Mr. Bandy will keep in effect the life insurance policies on the two (2) minor children and Mr. Bandy will pay the premium for the life insurance policies with Mr. Bandy and Mrs. Bandy named equally as beneficiaries.

It is further, **ORDERED, ADJUDGED and DECREED**, that each party will maintain a life insurance policy of no less than Fifty Thousand ($50,000.00) Dollars on his or her life, with the Husband naming the Wife as Trustee for the benefit of the minor children and the Wife naming Mr. Bandy as Trustee for the benefit of the minor children and each shall provide proof of insurance coverage on a yearly basis. Husband's and Wife's obligation to maintain said policy shall terminate when the youngest child turns eighteen (18) or graduates with his class from high school, whichever is the latter event to occur.

It is further, **ORDERED, ADJUDGED and DECREED**, that the bank accounts of the two (2) minor children, shall be split equally between the parties.

It is further, **ORDERED, ADJUDGED and DECREED** , that each party shall retain their own pension or retirement accounts, free and clear of the other's interest and each party shall pay his or her own debts.

Brenda

It is further, **ORDERED, ADJUDGED and DECREED** , that Mr. Larry Hagar is awarded a judgment against Mr. Bandy for One Thousand ($1,000.00) Dollars representing attorney fees Mrs. Bandy has expended in this matter for legal representation, for which execution may issue if necessary.

It is finally, **ORDERED, ADJUDGED and DECREED**, that the court costs in this matter are assessed to and shall be paid by Mr. Bandy, for which execution may issue if necessary.

Entered this the 30th day of September, 1998.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

LARRY H. HAGAR #11275
214 Third Avenue, North
Nashville, TN 37201
(615) 244-2070

Certificate of Service

I hereby certify that a copy of the foregoing was mailed by: U. S. Postal Service, postage prepaid to J. ROBIN McKINNEY, 214 Second Avenue, North, Suite 103 Nashville, TN 37201 on this the 29 day of September, 1998.

LARRY H. HAGAR

BOOK 11155 PAGE 178

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 30 day of SEPTEMBER , 19 98 , in the Case Number 97D1131 between BANDY, BURNIS LAVON Plaintiff, and BANDY, CHARLES JOSEPH Defendant, as same remains of record in Vol. 312 , Page 57230 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 OCTOBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By Bill Rooker
Deputy Clerk

SEAL

9200 10/13 0101 03CHECK 54.00

Exhibit H

BOOK 11155 PAGE 179

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RICHARD R. ROOKER, CLERK

Mr. Bandy

Big T.V.

Den Furniture

Pool Table

Den lamps

1 Bedroom Lamp

2 lamp on dresser

1 crystal clock

Curtains 1913 Fairmont

Heath & pillowcases

Bedspreads & blankets

½ Cookware

Big freezer

bicycles

C.D. Player

Treadmill

1 VCR player

1 Video - cassette cabinet

small garden tools etc.

Bedroom Bed, dresser & night stands

T.V. Trays

Lawnmower

tools

Mrs. Bandy

Bedroom T.V. KRoom O.C.

Living room furniture

Encyclopedias

Living room lamps

1 Bedroom Lamps

Brass tray table

Kitchen pictures

Collectable figurines

Shelf & pictures in bath

Mirror & shelf in living room

1 crystal clock

½ Cookware

Small freezer

bicycle

blender

Computer

desk, file cabinet, bookshelf

small exercise equip

Brass bowls

1 chair desk

all child personnel files

& some more

& of cassette tapes

Foot bath, nail dryer, all hair items

1 VCR player

Armoire & jewelry

1 under cassette cabinet

~~Framed pictures~~ & folding chairs & box

Chest & night stand

Christmas items

PICK-UP

98 OCT 13 PM 4:23

ALL ... OF INSTRUMENT REGISTER
DAVIDSON COUNTY, TN.

04999579

IDENTIF. ↑ REFERENCE

Split Brandon & Brian accounts

Mr. ... Bandy