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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

ANGELIA JO VAN VRANKEN)
)
Plaintiff,)
)
vs.) No. 97D-3652
)
PHILIP GEORGE VAN VRANKEN)
)
Defendant.)

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D.C.
068293

FINAL DECREE

This cause came to be heard the 12th day of May, 1999, the Honorable Muriel Robinson presiding. From the proof presented and upon the Stipulation of the parties, the Court makes the following findings and does **ORDER, ADJUDGE AND DECREE** as follows:

1. Pursuant to T.C.A. § 36-4-129, the parties have stipulated that each party has been guilty of inappropriate marital conduct. The Court does, therefore, find that each party has been guilty of inappropriate marital conduct and does declare the parties divorced pursuant to T.C.A. § 36-4-129.

2. It is in the best interest and welfare of the parties' minor child, Jacob Tyler Van Vranken, born June 16, 1989, that the custody be awarded to the Plaintiff, Angelia Mahoney Van Vranken, hereinafter referred to as Mrs. Van Vranken.

3. The Defendant, Philip George Van Vranken, hereinafter referred to as Dr. Van Vranken, shall be entitled to exercise visitation with the minor child as follows:

(A) Dr. Van Vranken shall be entitled to exercise visitation with the minor child on alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m.;

(B) Dr. Van Vranken shall be entitled to exercise visitation with the minor child on alternate holidays each year, being New Year's Day, Easter Sunday, Memorial Day, Martin Luther King Day, July 4th, Labor Day, and Thanksgiving Day. Mrs. Van Vranken shall be entitled to have the child on alternate holidays. The parent entitled to possession of the child on the holiday will have the child from 6:00 p.m. on the evening before the holiday until 8:00 p.m. on the evening of the holiday.

(C) During the Christmas holiday, the minor child will be with one parent for one week before Christmas until 8:00 p.m. on Christmas Eve and with the other parent for one week from 8:00 p.m. on Christmas Eve, through Christmas Day and thereafter.

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(D) Dr. Van Vranken shall be entitled to exercise visitation with the minor child during the child's spring break in alternate years. Mrs. Van Vranken shall be entitled to possession of the minor child during the child's Spring Break in alternate years.

(E) The child will spend Mother's Day weekend with the Mother and Father's Day weekend with the Father each year.

(F) Dr. Van Vranken shall be entitled to have visitation with the minor child each year for the month of July.

4. The holiday visitation will take precedence over the weekend visitation.

5. Each party shall be, and hereby is, enjoined and restrained from interfering with the visitation rights of the other.

6. Each parent shall have the following rights pursuant to T.C.A. § 36-6-101(a)(3):

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

(2) The right to send mail to the child which the other parent shall not open or censor;

(3) 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;

(4) 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;

(5) 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;

(6) 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.

7. Dr. Van Vranken shall pay child support in the amount of $850.00 per month. The Court finds that the child support set is in compliance with the Tennessee Child Support Guidelines based on all the proof and Dr. Van Vranken's ability to earn.

8. Child support shall be paid by income assignment through the Clerk of the Court, together with the Clerk's lawful fee of 5%($42.50), for a total payment of $892.50.

9. When Dr. Van Vranken exercises visitation during the month of July, the child support shall be reduced by one-half to $425.00. Child support shall be paid by income

assignment through the Clerk of the Court, together with the Clerk's lawful fee of 5%($21.25), for a total payment of $446.25.

10. Dr. Van Vranken is self-employed and no income assignment shall issue. The Clerk of the Circuit Court shall, after deducting all lawful fees, disburse payments to Angelia Van Vranken, 609 Crieve Road, Nashville, Tennessee 37220.

11. Dr. Van Vranken shall inform the Clerk of the Circuit Court in writing of the names and addresses of any new employers within ten days after such change. Dr. Van Vranken shall inform the Clerk of the Circuit Court in writing of any changes in his personal residence within ten days after such change.

12. Pursuant to T.C.A. §36-5-101(a)(4)(E)(i), any money paid by Dr. Van Vranken to Mrs. Van Vranken, or to someone on her behalf, except by court order, and not paid through the Clerk of the Circuit Court for Davidson County, Tennessee will be considered a gift from Dr. Van Vranken and Dr. Van Vranken will not receive any credit for said direct payment in calculating whether or not child support arrears exist.

13. The Court finds that Mrs. Van Vranken has been vital to Dr. Van Vranken. She has virtually set him on the path to success. She pulled him out of debt, improved his practice, did financial planning, and contributed to his business. She devised plans for increasing the finances of the dental practice. Mrs. Van Vranken's testimony is clear and concise and very credible. She knows what she has contributed. Dr. Van Vranken's testimony is vague and uncertain. He readily admits that she conducted the business and he has even referred to her seeking answers to questions that his own lawyer asked during the trial. He does not contest the fact that she did do certain things to which she testified.

14. Mrs. Van Vranken is awarded all right, title and interest in and to the real property at 609 Crieve Road, Nashville, Tennessee and Dr. Van Vranken is divested of all right, title and interest in and to the real property, further described as follows:

Land in Davidson County, Tennessee, being Lot. No. 46 on the Plan of Section One Revised Crieve Hall Estates, of record in Book 1835, pages 122,123 and 124, Register's Office for Davidson County, Tennessee.

Said Lot No. 46 fronts 100 feet on the southerly margin of Crieve Road and extends back 219.4 feet on the easterly line and 203.8 feet on the westerly line to a dead line in the rear, measuring 125 feet thereon.

Being the same property conveyed to Philip Van Vranken and wife, Angelia Van Vranken, by deed from Frank Fachilla and wife, Shirley Fachilla, of record in Book 9385, page 13, Register's Office for Davidson County, Tennessee.

Mrs. Van Vranken shall pay the indebtedness secured by the real property and hold Dr. Van Vranken harmless thereon.

15. Mrs. Van Vranken is awarded all right, title and interest in and to the unimproved real property at Lot #3, Blackberry Hill, Silver Point, Tennessee and Dr. Van Vranken is divested of all right, title and interest in and to the real property, further described as follows:

> Being Lot No. 3, Section II, of the Blackberry Hill Subdivision, as shown by an amended plat of Blackberry Hill Subdivision, recorded in Plat Book 1, page 71, Register's Office of DeKalb County, Tennessee, to which reference is here made for a more perfect description of the land herein conveyed.
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> The above described property is conveyed subject to restrictive covenants applicable to Blackberry Hill Subdivision which are of record in Deed Book M-4, page 84-87, Register's Office of DeKalb County, Tennessee.
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> Being the same property conveyed to Philip G. Van Vranken and Wife, Angelia J. Van Vranken by deed from Daniel L. Jones and Wife, Rebecca Jones of record in the Register's Office of DeKalb County, Tennessee, in Record Book 1 at page 640, on the 29th day of June, 1989.
>
> There is no indebtedness secured by this parcel.

16. Dr. Van Vranken is awarded all right, title and interest in and to the improved real property at Lots #4 and #5, Blackberry Hill, Silver Point, Tennessee and Mrs. Van Vranken id divested of all right, title and interest in and to the real property. Lot #4 is further described as follows:

> Being all of Lot No. 4, BLACKBERRY HILL SUBDIVISION, SECTION II, according to survey and plat of same appearing of record in Plat Book 1, page 71, of the Register's Office of DeKalb County, Tennessee, to which reference is here made for more complete details of location and description of said lot.
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> Being the same property conveyed to Philip G. Van Vranken and Angelia J. Mahoney, by deed from Hilliard Harold Hester, Jr. and wife, Claire Allen Hester of record in Deed Book J-6, page 812, of said Register's Office.
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> This conveyance is subject to restrictive covenants of record in Deed Book M-4, page 84, of said Register's Office, and to the 15-foot easement and other matters shown on the aforesaid subdivision plat.
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> Lot #5 is further described as follows:
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> Being Lot No. 5, BLACKBERRY HILL SUBDIVISION, SECTION II, as shown by an amended plat of Blackberry Hill Subdivision, recorded in Plat Book 1, page 71, of the Register's Office of DeKalb County, Tennessee, to which reference is here made for more complete details of location and description of said lot.
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> Being the same property conveyed to Angelia J.Mahoney, by deed from Roger L. Burgess and wife, Donah Jean Burgess of record in Deed Book E-6, page 766, of said Register's Office.
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> Dr. Van Vranken shall pay the indebtedness secured by the real property and hold Mrs. Van Vranken harmless thereon.

17. Each party shall maintain all right, title and interest in and to the household goods and furnishings in his or her possession except the items which each party has agreed the other may maintain as set forth in Collective Exhibit 3. Mrs. Van Vranken shall be awarded the household goods and furnishings in Husband's possession at the Silver Point residence in accordance with their agreement as set forth at Collective Exhibit 3. Dr. Van Vranken shall be awarded the household goods and furnishings in Wife's possession at the Crieve Road residence in accordance with their agreement as set forth at Collective Exhibit 3. All household goods and furnishings which are in dispute shall remain the sole and separate property of the party in possession.

18. Dr. Van Vranken shall be awarded the Crest III SJ Pontoon Boat, the 1995 Kawasaki Waverunner and the Titan PSLs.

19. Mrs. Van Vranken shall be awarded the 1992 Nissan in her possession.

20. Dr. Van Vranken shall be awarded the 1994 Z-71 Chevrolet Truck, the 1951 Chevrolet Truck, and 1984 Porsche in his possession.

21. Pursuant to the Stipulation of the parties, the Court orders that each shall maintain all right, title and interest in and to his or her retirement accounts and that the other shall be divested of any right to receive any benefit from the accounts. These accounts are as follows:

TO DR. VAN VRANKEN:
The Guardian Account #210142734
Morgan Keegan Account #71011563
Park Avenue Portfolio

TO MRS. VAN VRANKEN:
TIAA/CREF
The Guardian Investor
Morgan Keegan #71011555
Morgan Keegan #71011548
The American Funds #59854385
The American Funds #60665164

22. Pursuant to the Stipulation of the parties, the Court orders that each party shall maintain all right, title and interest in and to all life insurance policies in his or her name. These policies are as follows:

TO DR. VAN VRANKEN:
Guardian Life Policy #3542570
Mid-Continent Policy #00326638

TO MRS. VAN VRANKEN:
Guardian Life Policy #3531773
Mid-Continent Policy #00326638

23. Pursuant to the Stipulation of the parties, the Court orders that each party shall maintain all right, title and interest in and to all other checking accounts, savings accounts or like liquid asset accounts in his or her name.

24. Pursuant to the Stipulation of the parties, the Court finds that the above division represents an equal division of the combined value of the retirement accounts, of the life insurance policies and of the bank accounts.

25. Each party will maintain the management and control of any accounts for which he or she is named as custodian for their son.

26. Each party shall be responsible for the indebtedness in his or her sole name and each party shall hold the other harmless from any liability thereon.

27. Dr. Van Vranken shall be awarded all right, title and interest in and to his dental practice. Dr. Van Vranken shall pay any an all indebtedness associated with the dental practice and he shall hold Mrs. Van Vranken harmless thereon.

28. Dr. Van Vranken shall be awarded all right, title and interest in and to the real property at 1913 - 1915 1/2 Church Street and to his interest in V&H Investments. Dr. Van Vranken shall pay any an all indebtedness associated with the real property and partnership and he shall hold Mrs. Van Vranken harmless thereon.

29. Mrs. Van Vranken is entitled to participate in the appreciation of the business property at 1913 - 1915 1/2 Church Street which she helped to maintain and improve.

30. The Court hereby appoints To be appointed to appraise the real estate at 1913-1915 1/2 Church Street and to submit the appraisal with the Court. Each party shall cooperate with the appraiser. Each party shall be responsible for one-half the cost of the appraisal.

31. This shall be a final decree subject to the Court's reservation of a ruling pending receipt of the appraisal of the real property at 1913 - 1915 1/2 Church Street to award to Mrs. Van Vranken an equitable division of the property of the parties considering any interest that she may have in the appreciation of that real property.

32. Based on the Affidavit of Lucinda E. Smith and the response of Dr. Van Vranken, Mrs. Van Vranken is awarded reimbursement of her attorney's fees in the amount of $5913.00 MRI. Mrs. Van Vranken is awarded a judgment against Dr. Van Vranken for reimbursement of her attorney's fees in the amount of $5913.00 MRI

33. Dr. Van Vranken shall pay the costs of the cause for which execution may issue if necessary.

IT IS SO ORDERED.

ENTERED THIS 1st **day of** July, **1999.**

JUDGE

APPROVED FOR ENTRY:

LUCINDA E. SMITH #5056
Dodson, Parker & Behm, P.C.
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Suite 400
P.O. Box 198806
Nashville, Tennessee 37219-8806
(615) 254-2291
Attorney for Angelia Van Vranken

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage pre-paid, to Ms. Mary Arline Evans, attorney for the Defendant, at 214 Third Avenue North, P. O. Box 190638, Nashville, Tennessee 37219-0348 this the 11th day of June, 1999.

LUCINDA E. SMITH

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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 07 day of JULY , 19 99 , in the Case Number 97D3652 between VAN VRANKEN, ANGELIA JO Plaintiff, and VAN VRANKEN, PHILIP GEORGE Defendant, as same remains of record in Vol. 719 , Page 131879 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 17 day of NOVEMBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk