PICK-UP

FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2000 MAR 23 P 1:43

RICHARD R. ROOKS, CLERK

D. Murray D.C.

GEORGIA ELOISE HARRIS,	]	
	]	
Plaintiff,	]	
	]	
VS.	]	**NO: 98D-2418**
	]	
CALVIN P. HARRIS, I,	]	
	]	
Defendant.	]	

Instr:200003280031018 Page: 1 OF 5
REC'D FOR REC 03/28/2000 10:12:38AM
RECORD FEE: $22.00
M. TAX: $0.00 T. TAX: $0.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 23rd day of February, 2000, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Original Complaint and Amended Complaint for Absolute Divorce filed by the Wife; the Answer thereto filed by the Husband; the Counter-Complaint for Absolute Divorce filed by the Husband; the Response thereto filed by the Wife; testimony of the parties; statements of counsel; and the entire record in this cause, from all of which it appears from the announcement made in open Court by the parties that they have reached an agreement which adequately and sufficiently provides for the equitable settlement of all property rights by and between the parties and in accordance with said agreement of the parties, it is therefore,

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Wife is granted an absolute divorce from the Husband pursuant to Tennessee Code Annotated § 36-4-129; the Husband having stipulated to the Wife's grounds for divorce against him.

2. The Wife is awarded sole care and custody of the parties' minor child, to wit: Calvin P. Harris, II, born May 22, 1993.

3. The marital residence of the parties located at 700 Buchanan Street, Nashville, Tennessee 37208, valued at THIRTY EIGHT THOUSAND DOLLARS, ($38,000.00), shall be divested out of Husband and all right, title and interest in and to said home place located at 700 Buchanan Street, Nashville, Tennessee 37208 shall be vested in Wife in fee simple absolute. The Husband, however, is entitled to the sum of $6,000.00 for his share of the equity in the residence. The Husband shall receive this $6,000.00 by deferring his child support obligation to the Wife until February 7, 2001. This residence is described as follows:

> LAND in Davidson County, Tennessee, being the easterly 56 feet of Lot No. 408 and the easterly 56 of Lot No. 410 on the Map of North Nashville Realty Company, of record in Book 21, page 105, Register's Office for said County, more particularly described according to a survey dated June 18, 1951, made by Norris H. Hickerson, Surveyor, as follows:
>
> BEGINNING at an iron pin in the north margin of Buchanan Street, 56 feet west of the southwest corner of the intersection of said Buchanan Street and 7th Avenue North; thence North 32 degrees West 80 feet to an iron pin; thence North 58 degrees East 56 feet to an iron pin in the west margin of 7th Avenue North; thence South 32 degrees East along the west margin of said Avenue 80 feet to an iron pin; thence South 58 degrees West 56 feet to the point of beginning.
>
> BEING the same property conveyed to Calvin Harris and wife, Georgia E. Harris, by Quitclaim Deed from Robert W. Rutherford, Trustee, of record in Book 5869, Page 200, Register's Office for Davidson County, Tennessee.
>
> This is the same description as in previous deed of record.

This is improved property known as 700 Buchanan Street, Nashville, Tennessee 37208.

4. Beginning February 7, 2001, the Husband shall pay the Wife child support in the amount of $508.00 per month, or **$254.00 on the 7th and 22nd of every month**. This amount shall be paid through the Central Child Support Receipting Unit, P.O. Box 305200, Nashville, Tennessee 37229, along with its lawful fee of **$12.70 on the 7th and 22nd of every month**, for a total of **$266.70 on the 7th and 22nd of every month**. This amount of child support was determined by taking the Child Support Guidelines, Husband's approximate monthly gross income of $3,150.00. All payments herein shall be paid by wage assignment. A wage assignment Order shall issue to the Husband's employer, **Metro Water, 1616 Third Avenue, North, Nashville, Tennessee 37208**. Until this wage assignment takes effect, the Husband shall be responsible for making all payments directly to the **Central Child Support Receipting Unit, P.O. Box 305200, Nashville, Tennessee 37229**. After deducting its lawful commission, said Unit shall disburse all payments to:

Georgia Eloise Harris
700 Buchanan Street
Nashville, Tennessee 37208

No action by the parties shall be effective to reduce child support after the date of each payment and understand that Court approval must be obtained before support can be reduced.

5. The Husband shall have the following standard visitation privileges:

a. Beginning March 3, 2000, every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. The Husband parent shall be responsible for transportation.

b. Two separate two (2) consecutive week periods during the child's summer break from school. The Husband parent shall give (30) days written notice to the Wife of the date of said summer visitation.

c. The Husband parent shall have visitation on the following holidays. Holiday visitation (with the exception of Christmas) shall be from 6:00 p.m. on the eve of the holiday until 8:00 p.m. on the day of the holiday.

Even years: Easter, Fourth of July, Thanksgiving, December 17 at 6:00 p.m. to December 24 at 9:00 p.m.

Odd years: New Year's Day, Memorial Day,. Labor Day, December 24 at 9:00 p.m. to December 31 at 6:00 p.m.

d. Mother's Day shall be with the child's mother and Father's Day shall be with the father.

6. Pursuant to *Tennessee Code Annotated*, § 36-6-101(a) both parents are entitled to the following rights:

a. unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

b. sending mail to the child which the custodial parent will not open and will not censor;

c. receiving notice and relevant information as soon as practical (but not more than 24 hours) in the event of hospitalization, major illness, or death of the child;

d. receiving, directly from the school, copies of the child's report cards, attendance records, teacher's names, class schedules, standardized test scores, and other records which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

e. receiving, directly from the child's physician and other health care providers, copies of the child's medical records. A written request must be made to the health care provider with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records; and

f. to be free of derogatory remarks made about the noncustodial parent and his or her family by the custodial parent to the child or in the child's presence.

7. The Husband shall provide medical insurance for the parties' minor child. Further, the Husband and the Wife shall each be responsible for one-half (½) of all medical expenses not covered by insurance, including co-payment amounts and deductible amounts, incurred by the parties' child.

8. The Wife shall relinquish all right, title and interest which she may have in and to any retirement accounts, pension fund accounts, and 401K accounts that are in the name of the Husband and the same shall be reinvested in the Husband. Accordingly, the Husband shall relinquish all right, title and interest which he may have in and to any retirement accounts, pension fund accounts, and 401K accounts that are in the name of the Wife and the same shall be reinvested in the Wife.

9. The Wife shall not be entitled to any alimony award.

10. The Wife shall relinquish all right, title and interest which she may have in and to any bank account, checking account and savings account in the name of the Husband and the same shall be reinvested in the Husband. The Husband shall relinquish all right, title and interest which he may have in and to any bank account, checking account or savings account in the name of the Wife and the same shall be reinvested in the Wife.

11. The Wife shall be awarded title to the 1983 Mercury Marquis vehicle presently in her possession. The Husband shall be divested of any and all right, title and interest in and to said vehicle and the same shall be reinvested in the Wife. Accordingly, the Husband shall be awarded title to all vehicles presently in his possession. The Wife shall be divested of any and all right, title and interest in and to said vehicles and the same shall be reinvested in the Husband.

12. The Husband shall be responsible for the entire indebtedness owed by the parties to Beneficial and shall indemnify and hold the Wife harmless thereon. The Wife shall be responsible for all other indebtedness she has incurred since the date of separation of the respective parties and shall indemnify and hold the Husband harmless thereon. The Husband shall be responsible for all other debts he has incurred since the separation of the parties and shall indemnify and hold the Wife harmless thereon.

13. The Husband shall be awarded all right, title and interest in and to his three (3) firearms presently in the Wife's possession. As to all other personal property not otherwise provided for herein, each party shall receive all right, title and interest in and to those items of personalty, household furniture, furnishings, and appliances presently in his or her possession or titled in his or her name, free and clear of any claims from the other.

14. Laura Tek, Mrs. Harris' counsel, is awarded a judgment against the Husband, Mr. Harris, for $ # 1,392.00 ; said amount representing the total amount of attorney's fees Mrs. Harris has been charged by Ms. Tek for the professional services she rendered in prosecuting this action. Execution on this judgment shall issue, if necessary.

15. The Court costs in this cause shall be taxed to the Defendant/Husband for which execution may issue, if necessary.

16. Each party shall willingly and timely execute and deliver to the other party any and all instruments necessary or required to effectuate the terms of this Final Decree of Divorce and the transfer of property as awarded herein.

It appears to the Court that the current residence address of the Wife is 700 Buchanan Street, Nashville, Tennessee 37208 and the current residence address of the Husband is 150 North 6th Street, Nashville, Tennessee 37206.

IT IS SO ORDERED this 23rd day of March, 2000.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

LAURA TEK, #16523
Rivergate Park Office Building
1994 N. Gallatin Road, Suite 315
Madison, Tennessee 37115
615/851-2100
Attorney for Plaintiff/Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree was sent b U.S. Mail, postage prepaid, to Edward Lee Hiland, Esq., *Counsel for Defendant*, 214 Second Avenue, North, Suite 105, Nashville, Tennessee 37201-1647, on this 6 day of March, 2000.

LAURA TEK

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 23 day of MARCH , 2000 , in the Case Number 98D2418 between HARRIS, GEORGIA ELOISE Plaintiff, and HARRIS, CALVIN P. I Defendant, as same remains of record in Vol. 1091 , Page 200088 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 27 day of MARCH in the year two thousand and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk