PICK-UP

FILED
2000 JUN -6 PM 3:01
RICHARD R. ROOKER, CLERK

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ALBERTA STEWART DODSON)
)
v.) NO: 98D-313
)
JAMES ROBERT DODSON)

D.C.

Instr:200006220062358 Page: 1 OF 5
REC'D FOR REC 06/22/2000 2:49:35PM
RECORD FEE: $22.00
M. TAX: $0.00 T. TAX: $0.00

FINAL DECREE

This cause came on to be heard on the 19th day of April, 2000, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee. The Court, after hearing testimony of the parties, finds and orders as follows:

1. The Court finds that these parties cannot live together successfully as man and wife and that both are guilty of misconduct which caused the demise of the marriage. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Court declares the parties divorced pursuant to T.C.A. §36-4-129.

2. It is **ORDERED, ADJUDGED AND DECREED** that Wife is awarded all right, title and interest in the real estate located at 505 Hadley Bend Boulevard, Old Hickory, Tennessee 37138, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lots Nos. 7, 9 and 11, Block A-1, on the Map of Hadley's Bend City, as of record in Book 421, Page 120, Register's Office for said county, described as follows:
>
> Beginning on the easterly margin of Hadley Bend Boulevard, at the corner of Lots 5 and 7; thence with the margin of said boulevard, southerly 273 feet, more or less, to the westerly margin of an alley; thence with the same northerly 248 feet to the southwest corner of Lot No. 5; thence with the line between Lots Nos. 5 and 7, westerly to the beginning.
>
> Being the same property conveyed to James R. Dodson and wife, Alberta S. Dodson, by deed from James H. martin and wife, Roberta B. Martin, as of record in Book 4160, page 901, said Register's Office.

It is further **ORDERED, ADJUDGED AND DECREED** that any and all interest of Husband therein is hereby divested out of him and reinvested solely in Wife. There is no indebtedness on this residence.

3. The Court finds that the parties own vested stock options in DuPont as a result of Husband's employment with DuPont. The custodian of the options is Merrell Lynch, Group Employee Services, Private Client Group, P. O. Box 30851, New Brunswick, New Jersey 08889-0851, James Dodson, Account #[redacted]-4730, 1-800-874-5475. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the vested stock options shall be divided equally between the

parties. The Court finds that the other options that have not vested shall be awarded to Husband in that they have no value and they do not vest until 2003.

4. It is further **ORDERED, ADJUDGED AND DECREED** that Wife is awarded one-half of the retirement benefits from DuPont of Husband which is vested as a result of his employment. The Court **ORDERS** that the Wife shall continue to remain vested one-half in Husband's retirement benefits up until the time that Husband, in actuality, retires. The intent of this and the parties agreement as announced to the Court and approved by the Court is that the parties contemplate that as a result of Husband's continued employment until he actually retires that the benefits available through the pension to be divided 50/50 between the parties will increase from the date of divorce until Husband's actual retirement. It is further **ORDERED, ADJUDGED AND DECREED** that at the time Husband retires, Wife shall receive one-half of the monthly benefit, which has been estimated by Exhibit 1 attached hereto, to be in the amount of $3,075.00 per month as of March 27, 2006. The parties shall cooperate in the preparation, submission, and approval of a Qualified Domestic Relations Order.

5. It is further **ORDERED, ADJUDGED AND DECREED** that the Mastercard account in the joint names of the parties , the Court **ORDERS** that neither party is to make any other charge thereon. The Court finds that the parties' IRS refund in the approximate amount of $900.00 for the tax year 1999 shall be applied totally towards payment of this Mastercard account. The parties are restrained and enjoined from making any further charges on this account.

6. It is further **ORDERED, ADJUDGED AND DECREED** that Husband shall pay the $200.00 per month on this account. It is further **ORDERED, ADJUDGED AND DECREED** that Husband shall pay an additional $200.00 on this account for Wife, which amount is deducted from her alimony. It is, therefore, **ORDERED, ADJUDGED AND DECREED** that $400.00 per month shall be made by Husband on the Mastercard account until the same is paid in full, at which time counsel for the parties will be notified that such is paid in full. The Court **ORDERS** that Mr. Dodson is to keep a record of the payments made so they can be filed with the Court when the same is paid off.

7. It is **ORDERED, ADJUDGED AND DECREED** that Wife is awarded alimony in futuro in the amount of $1,000.00 per month until her death or remarriage.

8. It is further **ORDERED, ADJUDGED AND DECREED** that Husband shall pay as

additional alimony the insurance premium necessary to continue Wife on the insurance available through DuPont for an additional 18 months after the divorce pursuant to the COBRA law.

9. The Court further **ORDERS** that when Husband takes his retirement from DuPont, that the alimony payment cease and that Wife is awarded, as property division, one-half of the retirement payments, which is the agreement made by the parties and announced to the Court.

10. It is **ORDERED, ADJUDGED AND DECREED** that Wife shall be awarded her 1995 Chevrolet Monte Carlo, upon which there is no indebtedness. The Husband shall be awarded the 1989 GMC truck.

11. It is further **ORDERED, ADJUDGED AND DECREED** that Wife shall be awarded all items of furnishings and personal property in the marital residence with the exception that Husband shall be awarded the small bedroom set. As concerns the contents of the utility shed at the marital residence, it is **ORDERED, ADJUDGED AND DECREED** that Wife shall be awarded the riding mower and Mr. Dodson is awarded the remainder of the lawn mowers.

12. It is **ORDERED, ADJUDGED AND DECREED** that Ms. Dodson shall remain as beneficiary of Husband's life insurance known as the Dupont Contributory and Non-Contributory Group Life Insurance Plan and the policy with American General, Policy #10-0009982157 and 10-0003967050, agency #TN010207, Sales Rep. Carolyn Savage, until his obligation to pay alimony ends and she starts receiving her one-half of his retirement benefits through DuPont. The Court **ORDERS** that when Ms. Dodson begins to receive her one-half of the DuPont pension benefits that Husband shall be able to change his life insurance beneficiary to whomever he so designates.

13. It is further **ORDERED, ADJUDGED AND DECREED** that Husband shall be awarded all right, title and interest in the DuPont Savings and Investment Plan to the exclusion of Wife. This account is also serviced by Merrill Lynch under James R. Dodson, SSN: [redacted]-4730.

14. It is further **ORDERED, ADJUDGED AND DECREED** that Mr. Dodson shall pay to D. Scott Parsley, attorney for Ms. Dodson, the amount of $750.00, which represents a portion of her attorney's fees. The remaining balance shall be paid by Ms. Dodson. Further, the Court grants to D. Scott Parsley, attorney for Wife, a lien on her residence until such time as the remainder of the attorney's fees are paid off.

15. It further appearing to the Court that the parties have reached agreement as concerns repairs to the residence. The Court finds the parties' agreement and makes their announcement an

Order of the Court as follows: It is **ORDERED, ADJUDGED AND DECREED** that Mr. Dodson shall replace the bricks around the flower bed. Further, he is **ORDERED** to contact the company that replaced the roof because the same is still under warranty and he shall be **ORDERED** to contact the roofing company about the roof. The Court approves the parties' agreement that the parties will split the cost of replacing the gutters on the house and the living room window. It is further **ORDERED, ADJUDGED AND DECREED** that Mr. Dodson shall be responsible for replacing the door to the crawl space. Further, he is **ORDERED** to repair the leak under the kitchen sink. Further, he will paint the living room ceiling.

16. It is **ORDERED, ADJUDGED AND DECREED** that the parties shall be equally responsible for payment of the costs, for which let execution issue, if necessary.

Enter this 6th day of ~~May,~~ June 2000.

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

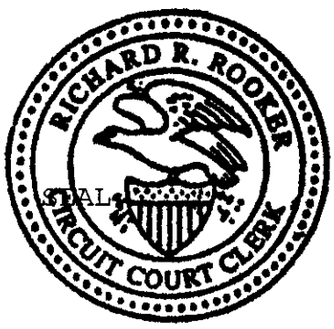
I hereby certify that a true and exact copy of the foregoing document has been served on the Honorable Kathryn G. Brinton, 43 Music Square West, Nashville, TN 37203, by placing same in the U. S. Mail, postage prepaid, on this 24 day of May, 2000.

D. SCOTT PARSLEY

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 06 day of JUNE , 2000 , in the Case Number 98D313 between DODSON, ALBERTA STEWART Plaintiff, and DODSON, JAMES ROBERT Defendant, as same remains of record in Vol. 1207 , Page 221326 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 20 day of JUNE in the year two thousand and in the 224th year of American Independence.



SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk