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RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHEARON ELAINE INGRAM,

Plaintiff,

vs.

BILLY DONALD INGRAM,

Defendant.

No. 93D-3147

FINAL DECREE

This cause came on to be heard on the 19th day of July, 1994, before the Honorable Muriel Robinson, Judge, upon the Complaint for Divorce filed by the Wife, and the Answer and Counter-Complaint filed thereto by the Husband, the stipulations entered into by the parties and submitted to the Court, statement of counsel and the entire record, upon which the Court found that the stipulations submitted to the Court as set forth below should be approved and made the order of this Court. The Court further found that the parties are entitled to a divorce from one another, and that pursuant to T.C.A. §36-4-129, they are declared to be divorced. The Court further found that the Husband should be allowed to claim the parties' oldest child, Justin, as a tax deduction each year, and that the Wife should be allowed to claim the parties' younger child, Katie, as a tax deduction each year. The Court further found that each party should be responsible for payment of one-half of the children's medical, dental, optical, and prescription drug expenses not covered by insurance. The Court further found that each party should be responsible for payment of one-half of the existing medical bills owed for the children to Miller Medical Group and Dr. Feman in the total amount of $390.25. The Court further found that the Husband should be allowed to place telephone calls to the children at will, with no phone calls to be made at meal times and at bed times. The Court further found that the Husband should be awarded the television set and the VCR of his choice. The Court further found that the Husband should be awarded visitation with the minor children for the first two weeks of August in 1994.

It is, therefore, ORDERED, ADJUDGED, and DECREED as follows:

Davidson County DEEDDIV
Recvd: 04/29/03 11:17 8pgs
Fees:42.00 Taxes:0.00

PICK-UP

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1. The parties stipulate that both parties are entitled to a divorce from one another and that, pursuant to T.C.A. §36-4-129, they are hereby declared to be divorced.

2. The Wife shall be awarded sole legal custody of the parties' minor children, Justin S. Ingram, d.o.b. 5-4-85, and Laura K. Ingram, d.o.b. 5-18-89.

3. The Husband shall be awarded visitation with the children on alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m. He shall also have visitation with the children on alternate Thursday evenings from 5:00 p.m. until 8:00 p.m. Said visitation shall take place on the Thursday evening prior to the weekend the children are spending with the Wife. He shall also have visitation with the children for four non-consecutive weeks during their summer vacation from school, with there being at least one week between each of the four weeks. Said visitation shall not be scheduled during the weeks the children have vacation Bible school or the revival meeting at their church; however, these activities shall not interfere with the Husband's regularly scheduled visitation. The parties shall confer by June 1st of each year in order to agree upon the weeks said visitation shall take place. The Husband shall have visitation each year beginning at noon Christmas Day and ending at 6:00 p.m. on New Year's Eve. On alternate years, said visitation shall end at 6:00 p.m. on New Year's Day, beginning in 1995, and all odd numbered years thereafter. On alternate years, beginning in 1995, the Husband shall have visitation with the children on Christmas Eve from noon to 9:00 p.m. On these years, the Husband's visitation on Christmas Day shall begin at 4:00 p.m. The Husband shall also have visitation with the children each Easter Sunday beginning at 1:00 p.m. and ending at 6:00 p.m. Visitation on Memorial Day, July 4th, Labor Day, Thanksgiving Day, and the children's spring break from school shall be alternated annually between the parties. Holiday visitation shall occur from 6:00 p.m. the night before the holiday to 6:00 p.m. the day of the holiday. The Father shall be entitled to have the children on Father's Day regardless of the aforementioned visitation schedule, and the Mother shall be

entitled to have the children on Mother's Day regardless of said visitation schedule. The parties will attempt to divide equally the time on each of the children's birthdays each year. Said children shall be picked up and returned to the Mother's home at the beginning and end of each visitation period. Each party shall notify the other in advance of any plans to take the children out of state, and shall provide the other party with an address and telephone number where the children may be reached at all times.

4. The Husband shall pay to the Wife the sum of $605.00 per month as regular child support for the two minor children. Said sum is in conformance with the child support guidelines and shall not be reduced or prorated pending further orders of the Court. The parties affirmatively acknowledge that no action to reduce child support shall be effective beyond the due date of each payment, and they understand that court approval must be obtained before child support can be reduced.

5. The Wife shall be responsible for maintaining medical and dental insurance coverage on the parties' minor children. The Husband shall reimburse the Wife on a monthly basis for the amount of the children's medical and dental insurance premiums. In the event that the Husband is able to obtain the same or better medical and\or dental insurance coverage for the children at a lower price, he is allowed to do so, and in the event he shall be solely responsible for payment of the premiums.

6. The Husband shall maintain his existing life insurance policies with the Wife named as sole beneficiary for the use and benefit of the parties' minor children, until the legal emancipation of the parties' youngest child. The Wife shall likewise maintain the existing life insurance coverage on her life, with the Husband named as beneficiary for the use and benefit of the parties' minor children, until the legal emancipation of the parties' youngest child. Each party shall provide annual documentation to the other party of the policy and beneficiary designation.

7. The Wife shall be awarded all right, title, and interest in and to the marital residence located at 2323 Shadow

Lane, Nashville, Tennessee 37216. Any interest the Husband has therein is divested of him and vested in the Wife. The Husband shall execute a quitclaim deed prepared by the Wife transferring all interest he has therein to the Wife at the time of the entry of the final decree of divorce. The Wife shall be solely responsible for payment of the mortgage thereon, holding the Husband harmless. Upon the Wife's sale of the home, her remarriage, or upon the parties' youngest child turning eighteen and graduating from high school with her class, the Wife shall pay to the Husband the sum of $20,00.00 as payment for his equity in the marital residence. The Wife agrees to maintain said home in good repair pending the payment of the Husband's equity therein. The Husband shall be granted a lien against said property in the amount of $20,000.00.

8. Both parties shall be restrained and enjoined from having any overnight guests of the opposite sex present in their home to whom they are not married or related while the children are present.

9. The Wife shall be awarded all right, title, and interest in and to her 1990 Chevrolet Corsica. Any interest the Husband has therein is divested of him and vested in the Wife.

10. The Husband shall be awarded all right, title, and interest in and to the 1993 Chevy King Cab Truck and he shall be solely responsible for payment of any and all indebtedness existing thereon, holding the Wife harmless. Any interest the Wife has in said vehicle is divested of her and vested in the Husband.

11. The Husband shall be awarded the 14' boat and the 16' boat owned by the parties and all motors and trailers for these boats. Any interest the Wife has therein is divested of her and vested in the Husband.

12. The Husband shall be awarded all right, title, and interest in and to his gun collection, with the exception of the 12-gauge Ithaca and the .22 Remington Rifle which shall be awarded to the Wife. The Wife agrees to return to the Husband his .38 Caliber pistol, which shall also be awarded to him.

13. The Wife shall be awarded all right, title, and interest in and to her pension plan at St. Thomas Hospital. Any

interest the Husband has therein is divested of him and vested in the Wife.

14. The Husband shall be awarded all right, title, and interest in and to his 120 shares of stock in Volume Carpet Sales, Inc., and his interest in the Regal Building and property on which it is located. Any interest the Wife has therein is divested of her and vested in the Husband.

15. The Husband shall be awarded all right, title, and interest in and to his Third National Bank Savings Account. Any interest the Wife has therein is divested of her and vested in the Husband.

16. The Husband shall be awarded all right, title, and interest in and to the savings bonds awarded him from the Armstrong Company, in the event said bonds can be located. Any interest the Wife has therein is divested of her and vested in the Husband. The Wife agrees to cooperate with the Husband in attempting to locate said savings bonds.

17. The Wife shall be awarded all right, title, and interest in and to all furniture and household furnishings located in the marital residence, with the exception of the following items, which shall be awarded to the Husband: the buffet, the china cabinet, the stereo, the tape player, four speakers, the lead crystal lamp, the oak dresser, the sweater dresser, and the toy box. The Husband agrees that the toy box shall remain in the marital residence for use by the parties' minor child Justin for so long as said child desires to use it. When said child no longer desires to use said toy box, it shall be returned to the Husband.

18. The Husband shall be awarded the riding lawn mower owned by his father. Any interest the Wife has therein is divested of her and vested in the Husband.

19. The Wife shall be solely responsible for payment of the Lowe's account and the Discover Card account, holding the Husband harmless from repayment thereof.

20. The parties agree that they shall contribute, to the best of their financial ability, to one-half the expenses for the children to obtain a college education, including, but not limited

to, tuition, registration fees, books, room and board, and transportation expenses for a four year course of study. The amount to be paid by the parties shall not exceed the amount that would be incurred should the children attend the University of Tennessee at Knoxville.

21. The Wife agrees that the Husband shall be notified of all school functions in which the children are participating, and of any serious illness or injury that either of said children may have.

22. The Husband shall be awarded all of the children's baby pictures which were owned by his mother prior to her death. The Husband shall also be entitled to select which of the remaining pictures of the children in the Wife's possession he would like to have copied. After the Husband selects the pictures, the Wife shall take his selections to the film developer of the Husband's choice, and have said pictures copied. The Husband shall be solely responsible for the cost of having said copies made.

23. Each party shall be responsible for payment of their own attorney's fees. The costs of this cause shall be divided equally between the parties, for which execution may issue.

24. The Husband shall be allowed to claim the parties' oldest child, Justin as a tax deduction each year. The Wife shall be allowed to claim the parties' younger child, Katie, as a tax deduction each year.

25. Each party shall be responsible for payment of one-half of all medical, dental, optical, prescription drug, and deductible expenses incurred by the children not covered by insurance.

26. Each party shall be responsible for payment of one-half the debt owed Miller Medical Group in the amount of $235.25, and Dr. Feman in the amount of $155.00 for the children's uncovered medical expenses.

27. The Husband shall be allowed to telephone the children at will, with no telephone calls to be made at meal times or at bed times.

28. The Husband shall be awarded the television set and the VCR of his choice.

29. The Husband shall be awarded visitation with the parties' minor children for the first two weeks in August of 1994.

ENTERED, this the 4th day of August, 1994.

JUDGE

APPROVED FOR ENTRY:

KATHRYN G. GRIFFIN (#10232)
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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 Final Divorce Decree, Recorded in Volume/Book 233A, Page 154 on 08.04.94, heretofore assigned to Fourth Circuit Court for Davidson County, Tennessee, Case No. 93D3147 in the Circuit Court matter of: Shearon Elaine Ingram vs. Billy Donald Ingram.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 29 day of April in the year Two thousand and three and in the 227th year of American Independence.

RICHARD R. ROOKER CIRCUIT COURT CLERK

RICHARD R. ROOKER, Clerk,

By _____

Deputy Clerk