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

2002 DEC 13 PM 2:58
RICHARD R. ROOKER, CLERK
B. Rooks D.C.

PATRICIA ANN BATTLE, **Plaintiff,**	)	
v.	)	**No. 02D-1799**
DONALD CARL BATTLE, **Defendant.**	)	

FINAL DECREE OF DIVORCE

This matter came to be heard on November 19, 2002 on the default judgement for divorce filed by Plaintiff (hereinafter Wife). At the hearing, Defendant (hereinafter Husband) appeared and the parties negotiated a settlement. In open court, the parties announced the following:

1. If this matter were to proceed to trial, this Court would find that Wife has grounds for divorce and therefore, pursuant to T.C.A. § 36-4-129, this Court awards the divorce to Wife.

2. Parties have submitted a Parenting Plan and that Plan shall be come an Order of this Court.

3. Husband shall provide life insurance in the amount of $100,000.00 with Wife as trustee for the benefit of the minor child, and the right to this insurance policy shall revert to Husband when the minor child reaches the age of eighteen (18).

4. Each party shall keep all personal property, including automobiles, in their possession, free and clear of any claim of the other party. Each party shall assume any liability associated with the property so assumed and will hold the other harmless thereon.

5. Each party shall keep any checking, savings or other bank account in his or her own name, free and clear of any claim from the other party.

6. The parties have no joint debt. Each party shall pay any debt in his or her own name and will hold the other harmless thereon.

7. Neither party has a pension, 401K, IRA or any other retirement benefit.

8. Husband shall pay rehabilitative alimony to Wife in the amount of $724.00 per month for a period of ten (10) years beginning December, 2002. Husband shall pay this amount directly to Wife by the fifth (5th) day of each month, beginning December 5, 2002.

9. The parties own numerous pieces of real estate, some titled in Husband and Wife and some titled in Wife. All of the properties listed below are marital property, and will be listed immediately for sale. Parties shall divide equally the proceeds of the sale of the following properties:

1004 Garfield Street

512 Arrington Street
601 Lane Court
320 Welch Rd R-4
4019 Shufeld Court
1313 N. 5th Street
1307 Meharry Blvd
1306 15th Avenue South
721 Hart Avenue
919 South 13th Court
204 Cleveland Street

Wife shall be granted a lien on each of these properties, in the amount of one half (1/2) of the sale price to secure Wife's interest. Such lien shall apply to the real estate located at 1004 Garfield Street, 512 Arrington Street, 601 Lane Court, 320 Welch Rd R-4, 4019 Shufeld Court, 1313 N. 5th Street, 1307 Meharry Blvd, 1306 15th Avenue South, 721 Hart Avenue, 919 South 13th Court and 204 Cleveland Street more particularly described as follows:

1004 Garfield Street, Nashville, Tennessee 37208

Land in Davidson County, Tennessee, being the westerly 37.5 feet of the easterly 75 feet of Lot 267and the westerly 37.5 feet of the easterly 75 feet of the southerly 40 feet of Lot 268 on the Plan of McGavock, Wetmore and Others First Addition to Nashville, Nashville, called the (Town of McGavock) as of record in Book 21, page 23, Register's Office for said County.

Said parts of Lots 267 and 268 front 37.5 feet on the northerly side of Scott Street, also known as Garfield Avenue, and runs back between parallel lines, parallel with and 37.5 feet west of the westerly margin of 10th Avenue North, formerly Polk Street, 90 feet to an alley.

Being the same property conveyed to G. L. Waynick by deed from William D. Hollis and wife, Doris Hollis of record in Book 8057, page 804, Register's Office for Davidson County, Tennessee.

512 Arrington Street, Nashville, Tennessee 37207

Being and part of Lot No. 1 of Sarah Hart Homestead Tract, now of record but shown on a plan of record in Book 57, Page 151, Register's Office for Davidson County, Tennessee and being a part of a lot shown on survey of part of said Lot No. 1 made by S.M. McMurray of record in Book 421, page 8, said Register's Office & being further Lot No. 11 on an unregistered copy of a subdivision of said Lot 1, made by T.R. Sanford, Septemeber 27, 1949, as follows:

Said Lot No. 11 fronts 43 feet on the south side of Arrington Street or Avenue and runs back between parallel lines, parallel to and 258 feet east of the easterly margin of North Fifth Street, 120 feet to a dead line.

Being the same property conveyed to Laura Ann Love by deed from Mahlon J. Griffith and Wife, Mary S. Griffith of record in Book 3161, page 7, Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot.

Being the same property conveyed to Donn V. Pendergrass and wife, Shirley A. Pendergrass by Deed of record in Book 5303, page 734, Register's Office for Davidson County, Tennessee.

601 Lane Court, Nashville, Tennessee 37207

Land in Davidson County, Tennessee, being Lot No. 558on the Plan of Hayes Manor Subdivision, Section IV of record in Plat Book 4175, Page 90, Register's Office for said County to which reference is made for a more complete description:

Being the same property conveyed to Evelyn Eddings, unmarried by deed of record in Book 7508, Page 830, Register's Office for Davidson County Tennessee.

This conveyance is subject to any and all existing restrictions and easements of record.

This conveyance is subject to a certain Deed of Trust securing the payment of a promissory note to Atlantic Coast Mortgage Company of record in Book 6949, Page 793, said Register's Office with a present unpaid balance of approximately $41,320.35, which the Grantees herein hereby assume and agree to pay. The escrow account in connection with said loan is hereby transferred to Grantee.

The grantee assumes the personal obligation of the grantor and/or original mortgagor under the terms of the Note and any instrument, regulations or laws creating the loan to indemnify the Department of Veterans Administration or Federal Housing Administration to the extent of any claims of payment arising from he guaranty of insurance of the indebtedness.

320 Welch Road R-4, Nashville, TN 37211

Land in Davidson county, Tennessee, being unit R-4 of Pagoda Condominium created under Title 66, Chapter 27, Section 101 et esq., as amended, Tennessee Code Annotated as established by a Master Deed of record in Book 6111, page 22 Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the Plat of Pagoda Condominium set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such Unit.

Being the same property conveyed to Louella Burns by deed from The Resource Foundation, Inc., a Tennessee not-for-profit corporation, of record in Book 10253, page 439, said Register's Office of Davidson County, Tennessee.

The above legal description was taken from that certain deed of record in Book 10253, page 439, Register's Office of Davidson County, Tennessee.

4019 Shufeld Court, Nashville, Tennessee 37013

Land in Davidson County, Tennessee, being Lot No. 24A on the Plan of Colewood Acres Section 5 of record in plat Book 6250, Page 616, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Anthony Nolan and wife, Cheryl Nolan, by deed of record in Book 6943, page 95, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all restrictions and easements of record.

This conveyance is subject to a certain Deed of Trust securing the payment of a promissory note to City Federal Mortgage Corporation of record in Book 6943, Page 956, said Register's Office with a present unpaid balance of approximately $66,894.17, which the Grantees herein hereby assume and agree to pay. The escrow account in connection with said loan is hereby transferred to Grantee.

The grantee assumes the personal obligation of the grantor and/or original mortgagor under the terms of the Note and any instrument, regulations or laws

creating the loans to indemnify the Department of Veterans Administration or Federal Housing Administration to the extent of any claim of payment arising from the guaranty or insurance of the indebtedness.

1313 North Fifth Street, Nashville, Tennessee 37207

Being Lot Number 9 on the Plan of Tom Joy Subdivision, of record in Plat Book 3600 at Page 47, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being all of the property conveyed to Roger Battle (unmarried), by Deed of record in Book 7460, Page 121, Register's Office for said County.

This conveyance is subject to taxes for the year 1989 and subsequent years, easement and restrictive convenants of record.

1307 Meharry Boulevard, Nashville, Tennessee 37208

Being Lot Number 31 on the Plan of Hardings First Addition to Nashville, in Plat Book 19 at page 241, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being all of the property conveyed to John W. Battle, Jr. and wife, Jacqueline Battle by Deed of record in Book 7457 page 583, Register's office for said County.

The conveyance is subject to taxes for the year 1989 and subsequent years, easements and restrictive covenants of records.

1306 15th Avenue South, Nashville, Tennessee 37212

LAND in Davidson County, Tennessee, being the southerly 33 feet of Lot No. 2 and the northerly 8 feet of Lot No. 3 on the Plan of Shield's Subdivision of Lot 38 of O.B. Hayes Plan of Lots, as of record in Book 161, page 97, Register's Office of Davidson County, Tennessee.

SAID parts of said lots adjoin and front together 41 feet on the easterly side of 15th Avenue, South, formerly Washington Street, and run back between parallel lines, 150 feet to an alley.

BEING the same property conveyed to Evelyn Eddings from Thomas Joseph Brown, a single person, by deed of record in Book 7378, Page 668, Register's Office for Davidson County, Tennessee. This conveyance is subject to taxes for the year 1989 and subsequent years, easements and restrictive convenants of record.

721 Hart Avenue, Nashville, Tennessee 37206

LAND in Davidson County, Tennessee, being Lot No. 17 on the map of John W. Hart's Addition, as of record in Book 57, page 129, Register's Office for said County and State, to which said plan reference is hereby made for a more complete legal description and said lot.

BEING same property conveyed to James A. Glanton and wife, Estella M. Glanton, by Deed from John W. Hardy and Ruby J. Sparks, both unmarried of record in Book 5781, page 522, Register's office for Davidson County, Tennessee.

THIS conveyance, however, is subject to any and all easements and rights of way of public record and to any Restrictions of record.

919 South 13th Court, Nashville, Tennessee 37206

Being Lot No. 91 on the Plan of Shelby Heights, Section 1, Revised, of record in Deed book 5531, page 907, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Tennie Southall by deed recorded in Book 5531, page 907, Register's Office for Davidson County, Tennessee.

This conveyance is subject to taxes for the year 1985 and subsequent years, easements and restrictive convenants of record, and a Deed of Trust for the benefit of Security Pacific Mortgage Corporation, which the Grantee(s) herein agree to assume and pay.

204 Cleveland Street, Nashville, Tennessee 37207

Being Lot No. 1 on the Plan of V.S. Lindsley's Addition to East Nashville, a resubdivision of parts of Lots 126 and 127, of record in Plant book 3500, Page 36, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

This conveyance is made subject to the following:

1. 1997 Davidson County taxes.
2. All matters shown on Plat recorded in Book 3500, Page 36, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Grantor by deed from Joe M. Kirsch, Substitute Trustee, December 11, 1996, of record in Book 10327, page 559, in the Register's Office of Davidson County, Tennessee.

Wife is awarded all right, title and interest in the real estate located at 3804 Augusta Drive more particularly described below:

LAND in Davidson County, Tennessee, being lot No. 382 on the Plan of Haynes Manor Subdivision, Section 3 as of record in Deed Book 4175, Page 11, Register's Office for said County and being more particularly described as follows:

SAID Lot No. 382 fronts 75 feet on the southerly side of Augusta Drive and runs back 158.38 feet on the westerly line and 124.5 feet on the easterly line to a dead line measuring 111.64 feet thereon.

BEING the same property conveyed to the Department of Human Services Credit Union by Trustee's Quitclaim Deed, George O. Albright, Trustee of record in Deed Book 9666, Page 360 and re-recorded in Deed Book 9692, Page 895, said Register's Office.

Wife shall assume all liability for this real property, including insurance and future taxes and will hold Husband harmless thereon.

Husband is awarded all right, title and interest in the real estate located at 2406 Albion Street more particularly described below:

Being Lot No. 168 in Hefferman Place, a plan of which is of record in Book 161, page 138, Register's Office for Davidson County, Tennessee, described as follows: Said Lot No. 160 fronts 50 feet on the north side of Albion Street and runs back between parallel lines 140 feet to an alley.

It is, therefore, so ORDERED, ADJUDGED, and DECREED.

Enter this the 13th day of Dec., 2002.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

ROBYN LYNNE RYAN #12782
Attorney for Wife
501 Union Street, Suite 402
Nashville, Tennessee 37219
(615) 467-0016

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded, via first class U.S. Mail to Mr. Donald Carl Battle 2406 Albion Street, Nashville, Tennessee 37208, on this the 25th day of November, 2002.

Robyn Lynne Ryan

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2002 NOV 19 PM 4:30

RICHARD R. ROOKER, CLERK

D.C.

PATRICIA ANN BATTLE)
Petitioner

V.

DONALD CARL BATTLE
Respondent

No. 02D-1799

This Parenting Plan is :

[] the final parenting plan signed by the court pursuant to the parties Marital Dissolution Agreement.

[ ] the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____ which modifies a previous parenting plan or custody decree.

[ ] a temporary parenting plan signed by the court.

[x] proposed by Mother And Father

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate
Christopher Lawrence Battle [redacted]7-2816	1/5/90

II. RESIDENTIAL SCHEDULE

These provisions set forth where the children shall reside each day of the year and what contact the children shall have with each parent.

2.1 PRE-SCHOOL SCHEDULE.

[x] There are no children of preschool age.

2.2 SCHOOL SCHEDULE.

The child is enrolled in school. The children shall reside with the [x] mother [ ] father, except for the following days and times when the children will reside with or be with the other parent:

From: 6:00 p.m. Friday to 6:00 p.m. Sunday

[ ] every week
[x] every other week

[x] The school schedule will start is effective immediately.

2.3 SCHEDULE FOR CHRISTMAS VACATION.

The children shall reside with the Mother from 6:00 p.m. on the last day of school before the Christmas Holiday until 10:00 a.m. on Christmas Day in the year 2002 and all subsequent even number years. The children shall reside with the Father from 10:00 a.m. on Christmas Day until 6:00 p.m. December 31st in the year 2002 and all subsequent even number years.

2.4 SCHEDULE FOR SPRING VACATION.

If the children have any extended time at spring break, that time will be spent with Mother.

2.5 SUMMER SCHEDULE.

Upon completion of the school year, the children shall reside with the [x] mother [ ] father, except for the following days and times when the children will reside with or be with the other parent:

[x]Same as school year schedule.

2.6 SCHEDULE FOR HOLIDAYS.

The residential schedule for the children for the holidays listed below is as follows:

	With Mother Odd years	With Father Odd years
New Year's Day	x	
Easter		x
Memorial Day	x	
July 4th		x
Labor Day	x	
Thanksgiving Day		x

This holiday will alternate yearly.
For purposes of this parenting plan, a holiday shall begin and end as follows:
Holidays shall begin at 8:00 p.m. on the eve of the holiday and end at 6:00 p.m. on the holiday itself.

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the children for the following special occasions (i.e., birthdays) is as follows:

	With Mother Every	With Father Every
Mother's Day	x	
Father's Day		x
Mother's Birthday	x	
Father's Birthday		x

For purposes of this parenting plan, the above special occasions will be from 8:00 a.m. until 8:00 p.m.

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

All holiday visitation will supercede regular visitation if there is any conflict.

2.9 RESTRICTIONS.

[x] Does not apply.

2.10 TRANSPORTATION ARRANGEMENTS.
Father will pick up and return the children at the home of Mother.

2.11 DESIGNATION OF CUSTODIAN.

The children named in this parenting plan are scheduled to reside the majority of the time with the mother. This parent is designated the custodian of the children solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

III CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

☐ The father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $1,767.00 per month, beginning December 1, 2002.
Father shall pay this amount directly to Mother by the 5th of every month, beginning December 5, 2002.
This amount shall not be prorated unless otherwise specified.

☒ The parties affirmatively acknowledge that no action by either or both of them will be effective to reduce child support after the due date of each payment. The parties further understand that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of this parenting plan. Father, by signing this agreement, does specifically state that this child support amount is based on his true income.

3.2 TAX DEDUCTION.

[ ]The [x] mother will receive the tax deduction for the children. Father shall provide to Mother, by or before April 15 of every year, a copy of their respective W-2 form or a copy of the first page of their tax return.

[ ] Other provisions regarding tax deduction:

3.3 HEALTH INSURANCE.

[ ] The Mother will maintain medical/hospital insurance on the minor child and Father shall pay the premium costs of 145.33 directly to Mother by the 5th of each month, beginning December 5, 2002.

[x] Uncovered medicals, including deductibles, medical, dental, pharmaceutical and optical expenses, if any, will be divided equally by the parties.

3.5 DENTAL/ORTHODONTIC CARE

See Health Insurance paragraph above.

IV. DECISION MAKING

4.1 DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

4.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

Education decisions	[x] mother	[ ] father [ ] joint
Non-emergency health care	[x] mother	[ ] father [ ] joint
Religious upbringing	[x] mother	[ ] father [ ] joint

4.3 RESTRICTIONS IN DECISION MAKING.

[x] Does not apply.

V. DISPUTE RESOLUTION

[ ] Disputes between the parties, other than the child support disputes, shall be submitted to:

[ ] Counseling by _____, or

[x] Mediation as agreed between the parties or by court order.
[ ] Arbitration by _____.

The cost of this process shall be allocated between the parties as follows:

[ ] _____% mother _____ % father.

[ ] based on each party's proportional share of income from the child support guidelines.

[x] as determined in the dispute resolution process.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by [x] written request.

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.

(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

(c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.

(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent.

(e) The parties have the right of review from the dispute resolution process to the court.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] a limiting factor under TCA 36-6-108 applies or [ ] one parent is unable to afford the cost of the proposed dispute resolution process.

VI. STANDARD PARENTING RIGHTS

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

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

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

3. 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;

4. 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;

5. 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;

6. 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 right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe, including but not limited to, the following:

(i) School activities
(ii) Athletic activities
(iii) Church activities
(iv) Other activities as to which parental participation or observation would be appropriate.

8. The right to receive from the other parent, in the event the other parent leaves the state with the minor children for more then two (2) days, an itinerary including telephone numbers for use in the event of an emergency.

9. The right of access and participation in education, including the right of access to the minor children for lunch and other activities on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-today operations or with the children's educational performance.

Either parent may petition for a return to court, paying appropriate fees for mediation on any further parenting issues.

Patricia B. Butler

11-19-02
DATE

11-19-02
DATE

A:\PARENT1.PLN

[

VII. OTHER PROVISIONS

[x] There are no other provisions.

VIII. ORDER BY THE COURT

It is **ORDERED, ADJUDGED AND DECREED** that the **Parenting Plan** set forth above is adopted and approved as an order of this court.

WARNING: Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under TCA 39-13-306. Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under this plan are not affected.

Dated: 11-19-02

Judge

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 13 day of DECEMBER , 2002 , in the Case Number 02D1799 between BATTLE, PATRICIA ANN BROWN Plaintiff, and BATTLE, DONALD CARL Defendant, as same remains of record in Vol. 5000 , Page 970601 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 02 day of JUNE in the year two thousand three and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

