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

2003 JUL 17 PM 12:51

RICHARD R. ROOKER, CLERK

D.C.

WILLIAM DREWRY SCALES, JR.,	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	**No. 01D-2351**
	)	
DIANA THERESA BRISCOE SCALES,	)	
	)	
Defendant/Wife.	)	

FINAL DECREE OF DIVORCE

This cause came before the Court , the Honorable Judge Marietta Shipley, presiding, on the 2nd day of June, 2003, upon the original complaint for absolute divorce, answer and counter-complaint for divorce, answer to the counter-complaint, the petition for citation for contempt of Court, testimony of the parties and accompanying exhibits, from which the Court finds and ORDERS as follows:

1. That the parties shall be divorced and are declared divorced pursuant to the provisions of Tenn Code Ann. §36-4-129(b) and the parties are restored to all of the rights and privileges of unmarried persons..

2. The parties own real property at 6927 Highland Park Drive, Nashville, Tennessee. The Wife shall be divested of any interest in the real property and the Husband shall be vested in all right, title and interest in and to the real property. Upon Husband's payment to Wife in accordance with the terms of this Order, Wife shall execute a Quitclaim Deed conveying her interest in the real property to Husband. Husband shall be responsible for preparing the deed. Husband shall pay the indebtedness secured by the real property and all obligations associated with the real property. He shall hold the Wife harmless from any liability on these obligations.

3. (A) Husband shall maintain as his sole and separate property the automobiles in his possession. The Wife is divested of any interest in and to the automobiles. The Husband shall pay any and all indebtedness secured by the vehicles, including any lease indebtedness, and he shall hold the Wife harmless thereon.

(B) Wife shall maintain as her sole and separate property the automobile in her possession. The Husband is divested of any interest in and to the automobile. The Wife shall pay the indebtedness secured by the vehicle and she shall hold the Husband harmless thereon.

4. (A) The Wife shall be awarded all right, title and interest in the following retirement accounts. Said individual retirement accounts are presently maintained with American Express and titled in Husband's name: American Express New Dimensions Fund, Class A # 0010 6266 9870 7002 and American Express Blue Chip Advantage Fund, Class A # 0013 1266 9870 6002, and the Van Kampen Account No: 671134328 presently titled in Husband's name. Husband is divested of any interest in and to said accounts and all right, title and interest in said accounts shall be vested solely in Wife. Husband shall execute any and all documents necessary to divest himself of any interest in said accounts.

(B) The Husband shall be awarded all right, title and interest in the American General Annuity titled in Husband's name. Wife will execute any and all documents necessary to divest herself of any interest in said account.

5. (A) Husband shall have as his sole property all other cash, checking accounts, savings accounts, certificates of deposit, money market accounts, individual retirement accounts, investments and all other tangible or intangible personal property held in his sole name and/or the parties' children's names. Wife is divested of any interest in said accounts and she shall execute any

and all documents necessary to terminate any rights which she may have in any accounts in Husband's name. Said accounts shall include, but not be limited to, the Advantage Capital account, the Pioneer Account, the Bank of America Account, the Regions Account, the TTCU account, the American Express High Yield Tax Exempt Fund, the Petroleum Development Corporation account, the Union Planters checking account and the MFS fund.

(B) The Wife shall have as her sole property all cash, checking accounts, savings accounts, certificates of deposit, money market accounts, individual retirement accounts, stocks, bonds, investments and other tangible or intangible personal property held in her sole name. Husband is divested of any interest in said accounts and he shall execute any and all documents necessary to terminate any rights which he may have in any accounts in Wife's name. Said accounts, include, but shall not be limited to, the Paine Webber Fund and the Credit Union fund.

6. The Wife shall have as her sole property any and all funds, including but not limited to the Putnam Funds, whether vested or not, currently held by her or on her behalf in any pension plan, retirement plan, annuity, or 401-K plan. Husband is divested of any interest in any plan or any right to receive distributions from any plan. Husband shall execute any and all documents necessary to extinguish any claims that he may have in any such plan.

7. (A) The parties know of no joint debts except the mortgage debt secured by the real property at 6927 Highland Park Drive, Nashville, Tennessee 37220. If there are debts for which the parties are jointly obligated, the party incurring the debt shall be responsible for the debt and shall hold the other harmless thereon.

(B) Husband shall pay the outstanding indebtedness to Dr. George Butler for Wife's dental treatments occurring prior to the date of this hearing. Husband shall pay any and all

outstanding indebtedness in his sole name. Husband shall hold Wife harmless from any liability thereon.

(C) Wife shall pay any and all outstanding indebtedness in her sole name. Wife shall hold Husband harmless from any liability thereon.

8. (A) Husband shall have as his sole and separate property the furniture, appliances, household goods, and personal effects located at his dental office and as he identified in Court on this date.

(B) Wife shall have as her sole and separate property all furniture, appliances, household goods, and personal effects located at her place of business and the items described in Court based on the list submitted in Court and discussed by the parties and approved by the Court. For personal items such as family photographs and videos, the parties shall equally share in the costs of reproducing and/or copying said items.

9. To make an equitable distribution of property the Husband shall refinance the parties home located at 6927 Highland Park Drive, Nashville, Tennessee based on a present agreed upon value of appraisal of one hundred and forty seven thousand dollars ($147,000.00) and Husband's representation that he can obtain 100% financing on said marital residence. Upon the refinancing, Husband shall pay to Wife the sum of fifty thousand dollars ($50,000.00). MS Wife shall receive the proceeds described herein from the refinancing at the time of closing for the refinancing. Husband shall sign any and all necessary documents for Wife to receive said proceeds at the time of the closing of the refinancing. The refinancing shall be completed within forty five (45) days of the date of this hearing. As reimbursement of her attorney's fees in this case and as alimony *in solido* the Husband shall additionally pay to Wife's attorney, the law firm of Dodson, Parker, Dinkins & Behm, P.C., the sum of MS $10,000 as his portion of her attorneys fee in and said law firm is granted a judgment against

Husband for the aforesaid amount, for which execution may issue, if necessary.

10. Commencing July 1, 2003, and thereafter by the first day of each month through September 30, 2003, the Husband shall pay to the Wife as alimony *in futuro* the sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) per month. All alimony described herein shall be paid by income assignment issued to Husband's employer, Meharry Medical College.

(A) Payments shall be made from Husband's employer directly to Wife.

(B) On receipt of the payment, the funds shall be disbursed to Diana Scales, at the following address: Ms. Diana Scales, P. O. Box50274, Nashville, Tennessee 37205.

(C) No later than fourteen (14) days after service of the Court's Order by certified mail, Dr. Scales' employer shall deduct monthly from any wages, salary or other income due him the sum of $2,000.00. The employer shall forward the payments to the Wife directly at the above listed address.in accordance with T.C.A Section 50-2-105 and 36-5-502, et. seq.. The Court finds that Dr. Scales is paid twice per month. One half of the funds due and owing Mrs. Scales shall be paid on the first of each month and one half of the funds due and owing Mrs. Scales shall be paid on the fifteenth of each month.

(D) The employer shall not use this assignment as a basis for discharge or any disciplinary action against Dr. Scales. If Dr. Scales is no longer employed by said employer, said employer shall be held harmless from all payments that accrue after the date of termination of employment. The employer shall notify Mrs. Scales of Dr. Scales' termination, of his last known address and the name and address of any subsequent employer or source of income.

(E) Until said payments are deducted, or if Dr. Scales is no longer employed, he shall make the payments directly to Wife.

(F) The income assignment shall be binding on any and all successive employers fourteen

(14) days after service by certified mail.

(G) Commencing October 1, 2003 and continuing pending further Orders of this Court, Husband shall pay to Wife the sum of ONE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($1,750.00) per month as alimony *in futuro,* pending further Orders of this Court. Said payments shall be made by wage assignment in accordance with the provisions previously described herein.

(H) Wife shall each year, within thirty days of receipt of same, provide Husband with W-2's and 1099's and/or tax returns showing evidence of income from her employment and from DSA Consulting. In the event Wife earns more than $50,000.00 per year, then Husband's monthly alimony obligation shall be ONE THOUSAND FIVE HUNDRED DOLLARS per month for the following year. In the event that Wife earns in excess of $75,000.00 per year, then Husband's monthly alimony obligation shall be ONE THOUSAND DOLLARS per month for the following year. In all years where the Wife earns less that $50,000.00 per year, Husband shall pay the sum of ONE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS per month as previously set forth herein. Said payments shall be made by wage assignment in accordance with the terms and conditions set forth herein. The Court will review the issue of additional alimony payments from Husband to Wife when Husband reaches the age of sixty five (65), his present age being fifty seven (57).

11. The Husband shall maintain all right, title and interest in and to the assets of his dental practice which is operated as a sole proprietorship. He shall pay any and all indebtedness associated with the dental practice and he shall hold the Wife harmless thereon

12. The Wife shall maintain all right, title and interest in and to the assets of her consulting business, known as DSA Consulting, which is operated as a sole proprietorship. She shall

pay any and all indebtedness associated with the business and she shall hold the Husband harmless thereon.

13. The parties have no minor children, the parties' two children having reached the age of majority.

14. The Court awards a judgment for the Wife against the Husband in the amount of SIX THOUSAND DOLLARS ($6,000.00) for failure to make temporary support payments as ordered. Husband shall pay to the Wife the sum of THREE THOUSAND DOLLARS ($3,000.00) on or before June 15, 2003. Husband shall pay to Wife the remaining THREE THOUSAND DOLLARS ($3,000.00) on or before the date of closing of the refinancing previously described herein.

15. The addresses of the parties are as follows:

Diana Theresa Briscoe Scales	William Drewry Scales, Jr.
108 Forest Place Circle	6927 Highland Park Drive
Nashville, Tennessee 37215	Nashville, Tennessee 37220

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause shall be paid by Husband, for which execution may issue, if necessary.

IT IS SO ORDERED.

ENTERED this the 17 day of July, 2003.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

Floyd N. Price, #6475
DODSON, PARKER, DINKINS & BEHM, P. C.
306 Gay Street
P. O. Box 198066
Nashville, Tennessee 37219-8066
(615) 254-2291
Attorney for Wife

CERTIFICATE OF SERVICE

This will certify that a true and correct copy of the foregoing has been mailed postage pre-paid and hand delivered to Ms. Robert W. Rutherford Attorney for Husband, Suite 400,214 Second Avenue North, Nashville, Tennessee 37201, on this the 30th day of June, 2003.

Copy of this order mailed to both Attorneys on July 17, 2003.
Barbara Jellings

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 SECOND Circuit Court for Davidson County, Tennessee, on the 17 day of JULY , 2003 , in the Case Number 01D2351 between SCALES, WILLIAM DREWRY JR. Plaintiff, and SCALES, DIANA THERESA BRISCOE Defendant, as same remains of record in Vol. 5396 , Page 1185623 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 24 day of JULY in the year two thousand three and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

