IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EVA M. LEMEH,

v.

CARL D. MCFALL, JR.,

Davidson County DEEDDIV
Recvd: 08/10/04 12:22 9pgs
Fees:47.00 Taxes:0.00
20040810-0096496

No. 04D-90

2004 AUG -5 PM 2:07

B. Rawls D.C.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 27th day of July, 2004, before the Honorable Carol L. Soloman, Judge, upon Ms. Lemeh's Original Complaint for Divorce, Mr. McFall's Answer and Counter Complaint and Ms. Lemeh's Answer to the Counter Complaint. Upon statement of counsel in open Court, testimony of the parties, and from the entire record, the Court accepted two (2) stipulations and then ruled on the remaining issues. It is therefore,

ORDERED, ADJUDGED AND DECREED that the parties shall be declared divorced upon stipulated grounds, pursuant to T.C.A. Section 36-4-129.

It is further **ORDERED, ADJUDGED AND DECREED** that based upon the parties' stipulation, an Order of Protection shall issue against Mr. McFall. Mr. McFall shall not commit or threaten to commit domestic abuse against Ms. Lemeh; Mr. McFall shall not telephone, contact, or otherwise communicate with Ms. Lemeh, directly or indirectly; Mr. McFall shall not stalk Ms. Lemeh as defined in T.C.A. section 39-17-315; if Mr. McFall violates this order, he may be held in contempt of Court and punished by incarceration and/or a fine; pursuant to T.C.A section 36-3-609, a copy of this order shall be issued to all local law enforcement agencies in Davidson County; pursuant to T.C.A. section 36-3-611, Mr. McFall shall be arrested by a law enforcement officer without a warrant if that office has reasonable cause to believe that he has violated or are violating this order. The Terms of this Order of Protection cannot be changed by agreement of the parties. Violation of this Order by Mr. McFall will constitute contempt of court

and potential penalties including up to 10 (ten) days in jail and a $50.00 fine for each violation. The Court may also impose a civil penalty of up to $50.00 for each violation pursuant to T.C.A. section 36-3-610.

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be awarded the home located at 4300 Kings Lane, Nashville, Tennessee, free of any claim by Mr. McFall, and she shall assume the first and second mortgage and hold Mr. McFall harmless and indemnify him from any responsibility owing thereon. Ms. Lemeh shall attempt to refinance the home into her individual name as soon as possible. All right, title and interest that Mr. McFall has in and to this real property shall be divested from him and reinvested in fee simple in Ms. Lemeh's individual name. The legal description of the property is as follows:

> Being Land in Davidson County, Tennessee, being Lot 38, Gold Key Subdivision, Section 3, as of record in Book 6250, page 595, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Carl D. McFall, Jr. and Ms. Lemeh, Eva M. Lemeh-McFall, by deed from William A. Thomas and Ms. Lemeh, Gayla R. Thomas, of record in Book 9419, Page 368, said Register's Office.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded the condominium located at 320 Welch Road, Unit R-7, Nashville, Tennessee. He shall assume the mortgage owing thereon and hold Ms. Lemeh harmless and indemnify her from any responsibility owing thereon. Mr. McFall shall have sixty (60) days from the date of the final hearing to repair the condominium, to place it on the market and to obtain a sales contract. In the event he is unable to sell the condominium within this time period, he may seek an extension from the Court. Ms. Lemeh shall cooperate with the closing of the sale of the condominium and sign a quitclaim deed at said closing.

In the event Mr. McFall is late paying even one (1) of the mortgage payments or one (1) of the homeowner's association fees, the ownership of the condominium shall automatically revert to Ms. Lemeh. In that event, Mr. McFall shall execute a quitclaim deed, divesting himself of any interest in and to said condominium.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded the vacant lot located at 1744 23rd Avenue, Nashville, Tennessee and he shall assume any liabilities, including property taxes, owing thereon and hold Ms. Lemeh harmless thereon. All right, title and interest that Ms. Lemeh has, in and to, said property shall be divested from her and reinvested in Mr. McFall in fee simple absolute. Ms. Lemeh shall sign a quitclaim deed to transfer ownership in this property.

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be awarded the Florida Time Share, free of any claim by Mr. McFall. She shall assume any liabilities owing thereon, and hold Mr. McFall harmless thereon. All right, title and interest that Mr. McFall has, in and to, said property shall be divested from him and reinvested in Ms. Lemeh in fee simple absolute. Mr. McFall shall sign a quitclaim deed to transfer the ownership of the property.

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be awarded the 1989 Mercedes, the 1996 Range Rover and the 1999 Cadillac Escalade, free of any claim by Mr. McFall. She shall assume any debts owing thereon, and hold Mr. McFall harmless and indemnify him from any responsibility owing thereon. Mr. McFall shall immediately sign any documents, including vehicle titles, necessary to effectuate the transfer of these vehicles.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded the 1994 Nissan Maxima, the Olds Cutlass and the 1972 Pickup Truck, free of any

claim by Ms. Lemeh. He shall assume any debts owing thereon, and hold Ms. Lemeh harmless and indemnify her from any responsibility owing thereon. Ms. Lemeh shall immediately sign any documents, including vehicle titles, necessary to effectuate the transfer of these vehicles.

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be awarded the following bank accounts and the contents thereof, free of any claim by Mr. McFall:

a. Bank of America Joint Account

b. Bank of America Money Market Account in her individual name

c. Bank of America Checking Account in her individual name

d. Bank of America Lemeh and Associates Business Account

e. Tennessee Teacher's Credit Union Account in her individual name

f. Pinnacle Bank Accounts

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be awarded Mr. McFall's National Bank of Commerce Account #9768003, with a balance of $8,818.69. Mr. McFall shall be enjoined and restrained from making any withdrawals or transfers from this account, other than transferring the balance to Ms. Lemeh. Mr. McFall shall provide to Ms. Lemeh an updated statement showing all activities on the account from May 2004 to the date of the transfer. Ms. Lemeh shall apply all money received from this account toward the debt owing on the Discover Platinum Card, #2651. Mr. McFall shall transfer said funds to Ms. Lemeh within ten (10) days of the date of the hearing of this cause.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded his Maury County Progressive Credit Union Account, free of any claim by Ms. Lemeh.

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be awarded her Edward Jones IRA Account, free of any claim by Mr. McFall.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded his FedEx Corporation Retirement Savings Plan, in the approximate sum of $6,307.17, free of any claim by Ms. Lemeh.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded the 2 Jet Skis, free of any claim by Ms. Lemeh

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be awarded the BlackRock Bonds, free of any claim by Mr. McFall.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded the proceeds of the MetLife Life Insurance Policy in the amount of $2,346.87, that he deposited into his bank account in violation of the automatic Restraining Order in this case.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded all right, title and interest in and to The Moto Medic, Cirul Enterprises, LLC, free of any claim of Ms. Lemeh. He shall hold Ms. Lemeh harmless from any debts owing thereon and indemnify her from any responsibility thereon.

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be responsible for paying the following marital debts and she shall hold Mr. McFall harmless and indemnify him from any responsibility owing thereon.

a.	Bank One Acct. #9779	$28,124.86
b.	Discover Platinum Card	$ 8,468.82
c.	Bank of America Line of Credit #8743	$14,918.58
d.	Advanta #0016	$ 2,420.92

e.	Haverty's CitiFinancial Retail Services	$ 1,789.91
f.	Zales #2564	$ 3,210.00

Mr. McFall shall be responsible for paying the following marital debts in his individual name, and he shall hold Ms. Lemeh harmless and indemnify her from any responsibility owing thereon:

a.	Rooms to Go/Ge Captial	$ 2,000.00
b.	Bank One #8505	$ 3,705.08

It is further **ORDERED, ADJUDGED AND DECREED** that each party shall be enjoined and restrained from making any future extensions of credit in the name of the other party or in their joint names.

It is further **ORDERED, ADJUDGED AND DECREED** that neither party be awarded alimony, past, present or future.

It is further **ORDERED, ADJUDGED AND DECREED** that Ms. Lemeh shall be granted a judgment against Mr. McFall in the amount of $1,170.00 for monies owed by Mr. McFall pursuant to the Agreed Order from the February 27, 2004 hearing.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded a few pots, pans and a few kitchen utensils to be selected by Ms. Lemeh.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be awarded the bed purchased from Rooms to Go. The parties also had agreed that Mr. McFall shall have the two (2) dressers he brought into the marriage that are located in the master bedroom; the stereo he owned prior to the marriage and the entertainment center; the 27" television; ½ of

towels and washcloths, a file cabinet, the office desk and high back chair; and the green patio furniture with high back chairs.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall immediately return to Ms. Lemeh her diamond earrings and matching diamond ring, and her diamond bracelet in the same condition as when she last saw them. In the event Mr. McFall fails to return these items, Ms. Lemeh is granted a judgment of $5,500.00 against Mr. McFall.

It is further **ORDERED, ADJUDGED AND DECREED** that each party shall be responsible for paying their respective attorney's fees associated with this case.

It is further **ORDERED, ADJUDGED AND DECREED** that Mr. McFall shall be required to pay the cost of this cause, for all of which execution may issue.

Entered this 5th day of Aug, 2004.

CAROL L. SOLOMAN, JUDGE

APPROVED FOR ENTRY:

BY: **DAVID W. GARRETT**
P.R. 13248
ATTORNEY FOR MS. LEMEH
43 Music Square, West
Nashville, TN 37203
615/244-4270

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed to Beth Boone, attorney for Mr. McFall, 404 James Robertson Parkway, Suite 1800, Nashville, TN 37219, on this 28th day of July, 2004.

DAVID W. GARRETT

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 05 day of AUGUST , 2004 , in the Case Number 04D90 between LEMEH, EVA M Plaintiff, and MCFALL, CARL D JR Defendant, as same remains of record in Vol. 5672 , Page 1596075 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 10 day of AUGUST in the year two thousand four and in the 228th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Rawls
Deputy Clerk