IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2006 MAR 31 PM 3:58

RICHARD R. ... CLERK

D.C.

MARSHA DIANE GRIMENSTEIN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 04D-1704**
	)	**NOTICE OF ENTRY REQUESTED**
EDWARD WALKER GRIMENSTEIN,	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 8th day of March, 2006, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee upon the original Complaint for Divorce filed herein, Answer and Counter-Complaint, testimony of the parties, evidentiary depositions, and exhibits submitted for the Court's review, stipulations of the parties, statement of counsel and the entire record from all of which the Court finds as follows:

That each of the parties has grounds for divorce against the other and the Court shall declare the parties divorced pursuant to T.C.A. §36-4-129.

That the Plaintiff (hereinafter referred to as "Wife") shall be awarded the real property located at 102 Pine Grove Road, Mt. Juliet, Tennessee 37122 free and clear of any claim of the Defendant (hereinafter referred to as "Husband") and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. The Wife shall be responsible for the indebtedness associated with said property and shall indemnify and hold the Husband harmless thereon.

That the Husband shall be awarded the parties' marital residence located at 516 Debbie Drive, Hermitage, Tennessee 37076 free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. The Husband

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shall refinance said residence within forty-five (45) days removing the Wife from any liability thereon.

That the aforesaid property has a fair market value of $83,500.00 with an outstanding mortgage of $35,500.00, leaving equity of approximately $48,000.00.

That in recognition of the Wife's interest in the marital residence, the Wife shall be awarded the sum of $23,500.00, plus an additional $1,000.00 representing certain unpaid medical expenses of the Wife, for a total award of $24,500.00 which the Husband shall pay to the Wife at the time of the above refinancing. The Wife is awarded a lien against the property in said amount to secure the above award, pending the satisfaction of this judgment.

That the Wife's son, Brady Dickerson, shall be awarded the 1996 Nissan Maxima for his use and benefit and shall be responsible for the indebtedness thereon. In the event Brady fails to make the payments on said vehicle, the Wife shall be responsible for paying same and shall indemnify and hold the Husband harmless.

That the Wife shall be awarded the 1992 GMC Van and 1992 Ford Crown Victoria free and clear of any claim of the Husband. The Wife shall be responsible for the indebtedness associated with the GMC Van and shall indemnify and hold the Husband harmless thereon. The Husband shall be responsible for the indebtedness, if any, that may be owed to his mother in connection with the Ford Crown Victoria and shall indemnify and hold the Wife harmless thereon.

That the Husband shall be awarded the 1989 Ford Ranger truck and the 1987 Bayliner Boat which are unencumbered free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband.

That each of the parties shall be responsible for seeing that the vehicles awarded to him or her are properly insured and shall indemnify and hold the other party harmless. Further, each of the

parties shall execute any and all necessary documents to transfer the ownership of the vehicles including titles or other similar documents.

That each of the parties shall be awarded any bank account listed in his or her name individually free and clear of any claim of the other party.

That each of the parties shall be awarded all items of household furniture, furnishings and appliances currently in his or her possession free and clear of any claim of the other party. In addition, the Wife is awarded the freezer, her son's furniture in the upstairs bedroom, the items in the shed (Christmas decorations and Christmas dishes, one bar stool and filing cabinet), and the landscaping rocks located in or around the marital residence free and clear of any claim of the Husband.

That the Court finds the Husband has the greater financial ability to pay the debts incurred by the parties during the marriage and, therefore, shall be responsible for paying the indebtedness associated with the Direct Merchants Bank Credit Card and the JC Penney credit card and shall indemnify and hold the Wife harmless thereon. Said payments shall constitute alimony to the Wife and shall be non-dischargeable in bankruptcy. Neither party shall make any further charges on the credit of the other.

That each of the parties shall be responsible for any credit card or charge account listed in his or her name individually and shall indemnify and hold the other party harmless thereon.

That the Husband shall be responsible for any claims, assessments, and liabilities of any nature arising from or relating to any taxes assessed in connection with all income tax returns which have been filed jointly by the parties with any taxing authority during the marriage.

That the Wife is in ill health and has severe health problems, one as a result of an incurable illness and is economically disadvantaged drawing Social Security disability, and cannot maintain

full-time employment all of which the Husband acknowledges. Further, rehabilitation is not feasible in that the Wife is unable to achieve, with reasonable effort, an earning capacity that will permit her standard of living after the divorce to be reasonably comparable to the standard of living enjoyed during the marriage. The Husband has been the primary wage earner during the marriage and is charged with the Wife's support before and after the divorce. That although the Husband has some health problems, he can continue to work and earns an income of $42,780.00 per year, and has the potential to earn additional income from odd jobs that he has the skills to perform. Therefore, pursuant to T.C.A. §36-5-129, the Wife is the economically disadvantaged spouse and is a candidate for alimony until her death or remarriage. Taking into consideration the parties' lifestyles and to ensure that the Wife has a place to live, the Husband shall pay to the Wife as *in futuro* alimony the sum of $700.00 per month, commencing March 15, 2006. Thereafter, said sum shall be paid on the 10th day of each month until the Wife's death or remarriage, or pending further Orders of the Court.

That the Husband paid his February 28, 2006 payment of temporary support in the amount of $250.00 to the Wife on March 8, 2006.

That the Wife shall be restored to her maiden name, to wit: Marsha Diane Burleson.

That the Wife shall be awarded a portion of her reasonable attorney's fees to be paid by the Husband.

That attorney Teresa Webb Oglesby is awarded an attorney's lien against the Wife's share of the equity in the marital residence for fees incurred in representing the Wife in this cause totaling $6,801.00, less the above attorney's fee judgment to be paid by the Husband.

That the Husband shall pay the costs of this cause.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the parties are hereby declared divorced pursuant to T.C.A. §36-4-129 and both parties are restored to all the rights and

privileges of unmarried persons.

It is further **ORDERED** that the Wife Marsha Diane Grimenstein is awarded as her separate property the residence located at 102 Pine Grove Road, Mt. Juliet, Tennessee 37122 free and clear of any claim of the Husband. The Wife shall be responsible for any indebtedness associated with said residence and shall indemnify and hold the Husband harmless thereon.

It is further **ORDERED** that subject to the judgment awarded to the Wife below, the Husband Edward Walker Grimenstein is awarded the parties' marital residence located at 516 Debbie Drive, Hermitage, Tennessee 37076, and more particularly described as follows:

> Being Lot No. 93-A, Zone Lot Division on the Plan of Tulip Grove Woods, Phase 1, of record in Plat Book 6250 at page 566, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being all of the same property conveyed to Edward Grimenstein and wife, Marsha Grimenstein, of record in Book 8442, Page 900, Register's Office for said County.

It is further **ORDERED** that the Husband shall refinance said property within forty-five (45) days and shall be responsible for the indebtedness associated therewith and shall indemnify and hold the Wife harmless thereon.

It is further **ORDERED** that in recognition of the Wife's interest in the marital residence, she is awarded a judgment against the Husband in the amount of $24,500.00, which includes $1,000.00 for payment toward unpaid medical expenses, and said judgment shall be satisfied from the equity in the marital residence at the time of the above refinancing and the Wife shall retain a judgment lien in said amount against the property until paid in full.

It is further **ORDERED** that the Wife's son, Brady Dickerson, is awarded the 1996 Nissan Maxima and shall be responsible for the indebtedness thereon. In the event Brady fails to make the

payments on said vehicle, the Wife shall be responsible for paying same and shall indemnify and hold the Husband harmless thereon.

It is further **ORDERED** that the Wife is awarded the 1992 GMC Van and the 1992 Ford Crown Victoria free and clear of any claim of the Husband. The Wife shall be responsible for the indebtedness associated with the GMC Van and shall indemnify and hold the Husband harmless thereon. The Husband shall be responsible for the indebtedness, if any, that may be owed to his mother in connection with the Ford Crown Victoria and shall indemnify and hold the Wife harmless thereon.

It is further **ORDERED** that the Husband is awarded the 1989 Ford Ranger truck and the 1987 Bayliner Boat which are both unencumbered free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband.

It is further **ORDERED** that each of the parties shall be responsible for seeing that the vehicles awarded to him or her are properly insured and shall indemnify and hold the other party harmless. Further, each of the parties shall execute any and all necessary documents to transfer the ownership of the vehicles including titles or other similar documents.

It is further **ORDERED** that each of the parties is awarded any bank account listed in his or her name individually free and clear of any claim of the other party.

It is further **ORDERED** that each of the parties is awarded all items of household furniture, furnishings and appliances currently in his or her possession free and clear of any claim of the other party. In addition, the Wife is awarded the freezer, her son's furniture in the upstairs bedroom, the items in the shed (Christmas decorations and Christmas dishes, one bar stool and filing cabinet) and the landscaping rocks located in or around the marital residence free and clear of any claim of the Husband.

It is further **ORDERED** that the Husband shall be responsible for paying the indebtedness owed on the Direct Merchants Bank Credit Card and the JC Penney credit card and shall indemnify and hold the Wife harmless thereon. Said payments shall constitute an award of alimony to the Wife and shall be non-dischargeable in Federal Bankruptcy Court.

It is further **ORDERED** that each of the parties shall be responsible for any credit card or charge account listed in his or her name individually and shall indemnify and hold the other party harmless thereon, and neither party shall make any further charges on the credit of the other.

It is further **ORDERED** that the Husband shall be responsible for paying any claims, assessments and liabilities of any nature arising from or relating to any taxes assessed in connection with all income tax returns which have been filed jointly by the parties with any taxing authority during the marriage and shall indemnify and hold the Wife harmless thereon.

It is further **ORDERED** that the Husband shall pay to the Wife as *in futuro* alimony the sum of $700.00 per month, commencing the 15th day of March, 2006, and the 10th day of each month thereafter, until the death or remarriage of the Wife, or pending further Orders of the Court.

It is further **ORDERED** that the Wife is hereby restored to her maiden name, to wit: Marsha Diane Burleson.

It is further **ORDERED** that attorney for the Wife Teresa Webb Oglesby is awarded a judgment against the Husband in the amount of $ 4500.00 MR representing a portion of the Wife's reasonable attorney's fees to be satisfied at the time of the refinancing of the marital residence.

It is further **ORDERED** that attorney Teresa Webb Oglesby is awarded an attorney's lien against the Wife's share of the equity in the marital residence for fees incurred in representing the Wife in this cause totaling $6,801.00, less the above attorney fee judgment to be paid by the

Husband.

It is further **ORDERED** that the Husband shall pay the costs of this cause for which execution may issue, if necessary.

This the 31st day of March, 2006.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Teresa Webb Oglesby, #15729
Attorney for Plaintiff
Suite 2400, L&C Tower
401 Church Street
Nashville, Tennessee 37219
(615) 467-1801

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been forwarded via U.S. Mail to Richard R. Hedgepath, Jr., Attorney for Husband, 1504 17th Avenue South, Nashville, Tennessee 37212, on this the 22nd day of March, 2006.

Teresa Webb Oglesby

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 31 day of MARCH , 2006 , in the Case Number 04D1704 between GRIMENSTEIN, MARSHA DIANE Plaintiff, and GRIMENSTEIN, EDWARD WALKER Defendant, as same remains of record in 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 13 day of APRIL in the year two thousand six and in the 229th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

