IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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CHRISTINE DIANE LEURS,	)	
Plaintiff,	)	
VS.	)	**NO. 94D-57**
GERARD JEFFREY LEURS,	)	
Husband.	)	

Davidson County DEEDDIV
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Fees:67.00 Taxes:0.00

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FINAL DECREE

This cause came on to be heard this 22nd day of February, 1995, before the Honorable Tom Ware, Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, at which time the attorneys for the parties announced to the Court that the following matters had been resolved:

1. A divorce should be granted to the parties upon stipulated facts that either of the parties are entitled to the divorce, as set out in T.C.A. 36-4-129(b).

2. The wife, **CHRISTINE DIANE LEURS**, should have the care, custody, and control of the parties' three minor children, and that the husband, **GERARD JEFFREY LEURS**, is entitled to reasonable visitation, but the exact visitation was in dispute and should be decided by the Court.

3. The husband, **GERARD JEFFREY LEURS**, should pay child support, but the amount of child support is in dispute and should be decided by the Court.

4. Each of the parties will keep the personal property they have in their possession, and each party relinquishes any and all claims, rights, and titles they have against the property retained by the other.

5. In addition to the above the husband, **GERARD JEFFREY LEURS**, will have as his sole possession the Toyota vehicle which he is driving, and the wife, **CHRISTINE DIANE LEURS**, will sign any and all necessary papers to convey any and all interest she has in that property to the husband.

6. The wife, **CHRISTINE DIANE LEURS**, will retain all the rights, titles and interest to the four (4) remaining vehicles (two (2) of which are not running), which are the Volkswagen Fox, Volkswagen Rabbit, the Dodge truck, and the Plymouth Shadow.

7. The wife, **CHRISTINE DIANE LEURS**, will turn over to the husband, **GERARD JEFFREY LEURS**, the guns which she has in her possession and which are as follows: the 44 Magnum; 38 Special Charter; the Ruger 22 pistol; and three (3) 22 rifles.

8. The husband, **GERARD JEFFREY LEURS**, will keep all the tools in his possession, and the wife, **CHRISTINE DIANE LEURS**, relinquishes all claims to any of those tools; further, the wife, **CHRISTINE DIANE LEURS**, will retain and keep all remaining tools and/or garden implements at the home of the parties, and the husband, **GERARD JEFFREY LEURS**, releases any and all rights, titles, and interest he has in same.

9. The wife, **CHRISTINE DIANE LEURS**, will receive one-half of the pension of the husband, **GERARD JEFFREY LEURS**, from his former employer AT&T and, to that extent, a Qualified Domestic Relations Order will be entered later, and the Court will retain the jurisdiction of this case for the entering of that Order when presented.

10. The husband, **GERARD JEFFREY LEURS**, is entitled to one-half of the cash value of the benefit plan of the wife, **CHRISTINE DIANE LEURS**, from Metropolitan Government, and the total value of that pension as of January 1, 1994, is $624.32, and one-half of that amount is $312.16.

11. The wife, **CHRISTINE DIANE LEURS**, has in full force and effect medical and dental insurance, and she will keep that insurance in full force and effect; further, that she is paying monthly the sum of $192.00, and that the husband, **GERARD JEFFREY LEURS**, will reimburse the wife the monthly sum of $96.00 as one-half of the monthly insurance premium, and that in addition thereto, each of the parties will be liable for one-half of any medical, hospital, optical, or dental expenses not covered by the medical and dental insurance of the wife.

12. (a) The parties have agreed that they will be responsible for certain obligations, and the wife, **CHRISTINE DIANE LEURS**, has agreed to assume the following obligations:

1.	Chase Visa	Account No. 4226-564-252-572
2.	Dillards	Account No. 05-484-029-3
3.	Home Depot	Account No. 51-7114-381484-7
4.	Discover Card	Account No. 6011-0064-0451-8194
5.	GE Rewards MC	Account No. 5407-5611-2002-5175
6.	Sears	Account No. 05-53926-84976-9
7.	Penneys	Account No. 194-210-135-1-1
8.	Castner Knott	Account No. 25-694-906-44
9.	Victoria's Secret	Account No. 256-390-253
10.	Shell	Account No. 493-505-507-24001
11.	Texaco	Account No. 30-061-06789-66001
12.	Unocal	Account No. 2-5203-5209-002-6
13.	Amoco	Account No. 452-124-193-7-1001

The wife, **CHRISTINE DIANE LEURS**, will hold the husband, **GERARD JEFFREY LEURS**, harmless from the payment of any of these bills.

(b) The husband, **GERARD JEFFREY LEURS**, has agreed to be responsible for certain obligations and has agreed to assume the following obligations:

1.	Universal MC	Account No. 5398-5500-0872-1162
2.	Discover Card	Account No. 6011-0084-9650-3712
3.	Home Depot	Account No. 51-7114-379643-2
4.	Penney's	Account No. 664-743-631-7
5.	Sears	Account No. 6-50676-34541-8
6.	TECU Visa	Account No. 4298-1300-0010-2168
7.	Third National MC	Account No. 5319571222567575
8.	Third National Visa	Account No. 4453008265594
9.	Home Depot (CRC)	Account No. 24-8016-0281541
10.	Amoco	Account No. 459-323-201-2

11.	BP	Account No. 022-654-309-8
12.	Citgo	Account No. 600824833
13.	Phillips 66	Account No. 642-713-631-9
14.	Texaco	Account No. 34-092-2764-6

The husband, **GERARD JEFFREY LEURS**, will hold the wife, **CHRISTINE DIANE LEURS**, harmless from the payment of any of these bills.

13. It is the position of the wife, **CHRISTINE DIANE LEURS**, that the husband, **GERARD JEFFREY LEURS**, owes $8,541.09 for monies not paid under a prior Court Order and the wife, **CHRISTINE DIANE LEURS**, waives any claim to these monies, and the husband, **GERARD JEFFREY LEURS**, relinquishes any and all rights, titles, and interest he may have to the property at 210 Whorley Drive, Nashville, Davidson County, Tennessee, and which is legally described as follows:

> Land in Davidson County, Tennessee, being Lot No. 237 on the Map of Edge-O-Lake Estates, Section 3 of record in Book 3600, Page 82, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Gerard J. Leurs and Christine D. Leurs from Lynn Brothers Company, a partnership, by deed of record in Book 7842, Page 852, Register's Office for Davidson County, Tennessee.

14. The husband, **GERARD JEFFREY LEURS**, will pay $500.00 attorney's fees to Luther E. Cantrell, Jr., and each of the parties will pay one-half of the court costs in this matter.

Thereupon, the Court heard proof as to the visitation and reasonable visitation rights, and it was the opinion of the Court that the husband, **GERARD JEFFREY LEURS**, should have visitation rights, which will be hereinafter set out; and further, that the husband, **GERARD JEFFREY LEURS**, has present earning capacity abilities, and an amount of child support should be set within the Federal Guidelines.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that a divorce pursuant to TCA 36-4-129 should be granted to the parties upon stipulated facts that either of the parties are entitled to the divorce, and they are, therefore, declared divorced and restored to all the rights

and privileges of unmarried persons, and this divorce is effective and granted as of February 22, 1995.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the wife, **CHRISTINE DIANE LEURS**, should have the care, custody, and control of the parties' three minor children, and that the husband, **GERARD JEFFREY LEURS**, is entitled to reasonable visitation, and the husband shall have the following visitation privileges, subject to the set out limitations: the Court finds and does not order visitation with the oldest child, Joseph Howard Leurs, and during all visitation with the other children, there will be no physical or corporal punishment by the husband, **GERARD JEFFREY LEURS**, toward the minor children; that the husband, **GERARD JEFFREY LEURS**, will not apply for a passport for any of the minor children, and if such passports are in existence or should any have been granted by any stretch of the imagination, it is ordered that those passports be filed with the Clerk of the Circuit Court of Davidson County, Tennessee; that the visitation between the husband, **GERARD JEFFREY LEURS**, and the minor children will be within the state of Tennessee and the minor children will not be removed from the state of Tennessee without the consent of the Court; that during all visitation the husband, **GERARD JEFFREY LEURS**, is enjoined and restrained from making any derogatory remarks about the mother in the children's presence and, likewise, the wife, **CHRISTINE DIANE LEURS**, is also enjoined and restrained from making derogatory remarks about the father in the children's presence; that during visitation, the husband, **GERARD JEFFREY LEURS**, is enjoined from verbally abusing the minor children; that during visitation at all times the wife is to have the telephone number where the children can be contacted, but this number is not to be used by the wife, **CHRISTINE DIANE LEURS**, for checkups, but only for emergencies; that during summer visitation, as hereinafter set out, the wife will have the telephone number where the children can be reached, and that during the summer visitation the wife will be able to speak with the children three times per week; for the two weeks summer visitation hereinafter ordered, the husband, **GERARD JEFFREY LEURS**, will give the wife, **CHRISTINE DIANE LEURS**, 60 days written notice of when he wants to exercise that visitation, and the husband will make every effort and attempt not to interfere with sports activities for which the minor

children may be involved, and that the wife is to furnish a schedule as soon as one is available in regard to the sports activities schedule; the husband will have the right to phone the children on Tuesday of each week and speak with the minor children for a maximum of thirty (30) minutes, commencing at 8:30 p.m. Central Standard Time; further, that further visitation will be as follows:

1. No visitation is ordered for the oldest child, Joseph Howard Leurs.
2. The husband, **GERARD JEFFREY LEURS**, will see and visit every other weekend with the minor children, and will pick the minor children up on Saturday morning at 8:00 a.m. at the home of the wife, **CHRISTINE DIANE LEURS**, and return the children to the home of the wife, **CHRISTINE DIANE LEURS**, on Sunday afternoon at 5:00 p.m.
3. This visitation is to commence on the 3rd day of March, 1995, and is to continue every other week until further orders of the Court.
4. The husband, **GERARD JEFFREY LEURS**, will have the minor children one week before the Christmas holidays for the year 1995, including Christmas Eve, and returning the children to the home of the wife, **CHRISTINE DIANE LEURS**, at 8:00 a.m. on Christmas Day for the year 1995, and that the following year the husband will have the children for a one week period of time, commencing at 8:00 a.m. Christmas day and returning the children to the home of the wife by 5:00 p.m. New Year's Eve, and this visitation is to alternate each year thereafter.
5. The husband, **GERARD JEFFREY LEURS**, is to have alternate holiday visitation with the minor children, commencing at 8:00 a.m. and concluding at 5:00 p.m. on that holiday, and for the year 1995 the husband will have the children on Easter Sunday, the wife, **CHRISTINE DIANE LEURS**, having the children on Memorial Day, the husband having the children on the Fourth of July, the wife having the children on Labor Day, and the wife having the children

on Thanksgiving Day. In 1996 the parties will alternate those holidays and continue alternating those holidays each year pending further orders of the Court.

6. In the event the husband, **GERARD JEFFREY LEURS**, elects not to see or visit with the minor children for any reason at any time hereinbefore set out, the husband is to give the wife, **CHRISTINE DIANE LEURS**, thirty-six (36) hours' notice.

7. The husband, **GERARD JEFFREY LEURS**, will have the children for two weeks during the summer vacation, subject to the above conditions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and the Judge so finds that the present earning capacity of the husband, **GERARD JEFFREY LEURS**, is at a minimum of $500.00 per week, based on the unimpeached proof, and that child support payments should be set based on that amount, commensurate with the Federal Guidelines, and it is, therefore, **ORDERED**, that the husband, **GERARD JEFFREY LEURS**, pay to the wife, **CHRISTINE DIANE LEURS**, the sum of $163.38 per week by wage assignment, plus the Circuit Court Clerk's commission of $8.13, or a total of $171.51 per week, commencing on March 3, 1995 and continuing each week thereafter, and said amount is not to be reduced or prorated except by orders of the Court; further, that the amount of child support is by wage assignment, and the husband, **GERARD JEFFREY LEURS**, works at Optima, 4115 Frank Neeley Road, Norcross, Georgia, and the Circuit Court Clerk is directed to send to the husband's employer the usual form of wage assignment to commence immediately to withhold said amount from the paycheck of the husband, **GERARD JEFFREY LEURS**. The Circuit Court Clerk shall disburse payments to the wife.

The address of the wife, **CHRISTINE DIANE LEURS**, is as follows:

Christine Diane Leurs
210 Whorley Drive
Nashville, TN 37217

The address of the husband, **GERARD JEFFREY LEURS**, is unknown, as he testified at the hearing he was staying with friends and in his car, however, his last

known address was:

Gerard Jeffrey Leurs
SS# [redacted]*-0659*
210 Whorley Drive
Nashville, TN 37217

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each of the parties will keep the personal property they have in their possession, and each party relinquishes any and all claims, rights, and titles they have against the property retained by the other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in addition to the above, the husband, **GERARD JEFFREY LEURS**, will have as his sole possession the Toyota vehicle which he is driving, and the wife, **CHRISTINE DIANE LEURS**, will sign any and all necessary papers to convey any and all interest she has in that property to the husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the wife, **CHRISTINE DIANE LEURS**, will retain all the rights, titles and interest to the four (4) remaining vehicles (two (2) of which are not running), which are the Volkswagen Fox, the Volkswagen Rabbit, the Dodge truck, and the Plymouth Shadow.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the wife, **CHRISTINE DIANE LEURS**, will turn over to the husband, **GERARD JEFFREY LEURS**, the guns which she has in her possession and which are as follows: the 44 Magnum; 38 Special Charter; the Ruger 22 pistol; and three (3) 22 rifles.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the husband, **GERARD JEFFREY LEURS**, will keep all the tools in his possession, and the wife, **CHRISTINE DIANE LEURS**, relinquishes all claims to any of those tools; further, the wife, **CHRISTINE DIANE LEURS**, will retain and keep all remaining tools and/or garden implements at the home of the parties, and the husband, **GERARD JEFFREY LEURS**, releases any and all rights, titles, and interest he has in same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the wife, **CHRISTINE DIANE LEURS**, will receive one-half of the pension of the husband,

GERARD JEFFREY LEURS, from his former employer AT&T and, to that extent, a Qualified Domestic Relations Order will enter, and the Court will retain the jurisdiction of this case, and the case will remain open for the entering of that Order when presented.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the husband, **GERARD JEFFREY LEURS**, is entitled to one-half of the cash value of the benefit plan of the wife, **CHRISTINE DIANE LEURS**, from Metropolitan Government, and the total value of that pension as of January 1, 1994, is $624.32, and one-half of that amount is $312.16.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the wife, **CHRISTINE DIANE LEURS**, has in full force and effect medical and dental insurance, and she will keep that insurance in full force and effect; further, that she is paying monthly the sum of $192.00, and that the husband, **GERARD JEFFREY LEURS**, will reimburse the wife the monthly sum of $96.00 as one-half of the monthly insurance premium, and that in addition thereto, each of the parties will be liable for one-half of any medical, hospital, optical, or dental expenses not covered by the medical and dental insurance of the wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have agreed that they will be responsible for certain obligations, and the wife, **CHRISTINE DIANE LEURS**, has agreed to assume the following obligations:

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7.	Penneys	Account No. 194-210-135-1-1
8.	Castner Knott	Account No. 25-694-906-44
9.	Victoria's Secret	Account No. 256-390-253
10.	Shell	Account No. 493-505-507-24001
11.	Texaco	Account No. 30-061-06789-66001

12.	Unocal	Account No. 2-5203-5209-002-6
13.	Amoco	Account No. 452-124-193-7-1001

The wife, **CHRISTINE DIANE LEURS**, will hold the husband, **GERARD JEFFREY LEURS**, harmless from the payment of any of these bills.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the husband, **GERARD JEFFREY LEURS**, has agreed to be responsible for certain obligations and has agreed to assume the following obligations:

1.	Universal MC	Account No. 5398-5500-0872-1162
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9.	Home Depot (CRC)	Account No. 24-8016-0281541
10.	Amoco	Account No. 459-323-201-2
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12.	Citgo	Account No. 600824833
13.	Phillips 66	Account No. 642-713-631-9
14.	Texaco	Account No. 34-092-2764-6

The husband, **GERARD JEFFREY LEURS**, will hold the wife, **CHRISTINE DIANE LEURS**, harmless from the payment of any of these bills.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the position of the wife, **CHRISTINE DIANE LEURS**, is that the husband, **GERARD JEFFREY LEURS**, owes monies from a prior Order, and the husband is hereby relieved of this obligation, and no monies are due or will be paid under that Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the husband, **GERARD JEFFREY LEURS**, is divested of any and all rights, titles, and

interest he may have to the property at 210 Whorley Drive, Nashville, Davidson County, Tennessee, and which is legally described as follows:

> Land in Davidson County, Tennessee, being Lot No. 237 on the Map of Edge-O-Lake Estates, Section 3 of record in Book 3600, Page 82, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Gerard J. Leurs and Christine D. Leurs from Lynn Brothers Company, a partnership, by deed of record in Book 7842, Page 852, Register's Office for Davidson County, Tennessee.

And the Court hereby divests the husband, **GERARD JEFFREY LEURS**, of any interest in this property, and all of the husband's rights, titles, and interest are awarded to, and vested in, the wife, **CHRISTINE DIANE LEURS**.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the husband, **GERARD JEFFREY LEURS**, will pay to Luther E. Cantrell, Jr. the sum of $500.00 attorney's fees, and each of the parties will pay one-half of the court costs in this matter.

ALL OF WHICH IS ACCORDINGLY ORDERED this 14th day of March, 1995.

Special **JUDGE**

APPROVED FOR ENTRY:

DAVIES, CANTRELL, HUMPHREYS & MCCOY

BY: _____

LUTHER E. CANTRELL, JR., #3230
Attorney for Plaintiff
150 Second Avenue North, Suite 225
P. O. Box 190609
Nashville, TN 37219-0609
PHONE: (615) 256-8125

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, faxed, and/or hand-delivered to Walter Clark, Attorney at Law, 1161 Murfreesboro Road, #521, Nashville, TN 37217, on this 20 day of February, 1995.

LUTHER E. CANTRELL, JR.

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 14 day of MARCH , 1995 , in the Case Number 94D57 between LEURS, CHRISTINE DIANE Plaintiff, and LEURS, GERARD JEFFREY 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 19 day of SEPTEMBER in the year two thousand seven and in the 231st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk