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

FILED
2007 OCT -4 PM 1:12
RICHARD R. ROOKER, CLERK
D.C.

MELODY CURRY	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**Docket No. 05D-3501**
	)	
SAM BRATTON CURRY	)	
	)	
Defendant/Husband.	)	

Davidson County DEEDDIV
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FINAL ORDER OF DIVORCE

This matter came to be heard for a final divorce hearing on Tuesday, September 11, 2007, before the Honorable Carol L. Soloman, Judge of the Eighth Circuit Court for Davidson County Tennessee. Following a hearing in this matter, the Court makes the following findings of facts:

With respect to the grounds for the divorce, this Court finds that both parties are guilty of inappropriate marital conduct, however, the Husband's guilt is much more serious than that of the Wife, and therefore, the Wife shall be granted a divorce from the Husband on the grounds of his inappropriate marital conduct.

The Court further finds that the temper of the Husband is horrible and that he shows it out when the child is present, and therefore, the Husband, Sam Curry is Ordered to take fifty-two (52) weeks of anger management and must begin this program within ten (10) days from this Court's order and said anger management program must include behavioral treatments. The Court further finds that the Husband is not a credible witness. The Court further finds the Husband is very controlling over the Wife. The Court further finds that there will be a permanent restraining order against the

Husband, Sam Curry from harassing, threatening, or being aggressive, either physically in person or over the telephone, with the Wife, Melody Curry.

With respect to the real property, located at 7878 Rainey Drive, the Court finds that this property is marital property, despite the fact that the property was purchased four (4) months prior to the marriage of the parties and that the Husband made a substantial down payment on the property. This Court is of the opinion that since the property has increased in value during the four (4) year marriage and further since the Wife was added to a joint bank account from which the mortgage payment was electronically paid this property has been commingled during the marriage of the parties and thus is marital property. The Court however, is of the opinion that the equity in the house, based upon the appraisal of the house, which is exhibited in the file as Exhibit #2, less the mortgage balance on the loan which the testimony reflected the loan was a fifteen (15) year loan and that the loan had been paid to eighty nine thousand dollars ($89,000) in April 2007, to be Ninety Four Thousand Dollars ($94,000.00). This Court is of the opinion that the Husband should be given credit for his down payment that he made to the home which the testimony reflected was thirty four thousand dollars ($34,000) and therefore the marital equity in the home that must be divided will be Sixty Thousand Dollars ($60,000.00). This equity is to be equally divided by the parties with each party receiving Thirty Thousand Dollars ($30,000.00). The Husband will have fifteen (15) days from the date of the hearing, in order to decide if he will refinance the house in order to pay the Wife her equitable share or will sell the house to pay the Wife her equitable share. In the event that the Husband decides to sell the house, he shall use Linda Jackson at Crye-Leike Reality and the Wife shall be allowed to participate in

the sale of the property and both parties will cooperate in facilitating the sale of the property in order to equitably divide this asset.

With respect to the Vanguard Group bank account with the balance of Twenty-Three Thousand, Seven Hundred Twenty-Nine Dollars and Ninety cents ($23,729.90) the Court finds that this property is not marital property and will be the Husband's separate property. The Court further finds that this account has only increased in value during the marriage from interest payments and further that this account was never commingled into the marital estate and should remain as the Husband's separate property.

With respect to the Vanguard Group account ending in "0724" with the balance of Twelve Thousand, Seven Hundred, Fifty-Seven Dollars and Fifty-Three Cents ($12,757.53), this Court finds that this property is marital property. This Court further finds that this account was never disclosed to the Wife through discovery of the Husband. Further, the testimony of the Husband was not credible and this Court can only assume that this account was marital property based on the fact that the statement provided to the Court shows employee contributions being made into the account in the year 2005 and that these funds have been therefore commuted into the marital estate of the parties and the account should be equally divided with the Wife being award Six Thousand, Three Hundred Seventy-Eight Dollars and Seventy-Seven Cents ($6,378.77).

This Court further finds that the Cornerstone bank account in the amount of Nine Hundred Fifty-Four Dollars and Eighty-Two Cents ($954.82) is not marital property and should be awarded to the Husband as his separate property. The Court further finds

that this account has only had increases and interest throughout the marriage and that this account has never been commingled into the marital estate and should remain as the Husband's separate property.

With respect to the Husband's 401K account, the Court finds that during the marriage the account increased in value Fifty-Three Thousand, Seven Hundred Sixty-Nine Dollars and Six Cent ($53, 769.06) and therefore the account should be marital property and divided by Statute from the date of the marriage through September 11, 2007 with each party receiving one-half of the value of the account for the stated period of time. The Court further Orders that a qualified domestic relations order shall issue dividing said account.

With respect to the US Bank account used by the Husband, the Court finds that this is marital property and that Six Thousand Dollars and Twenty-Nine Cents ($6,000.29) was taken from this joint account and used to open a new account with the Husband and his father's name during the marriage of the parties and that the final balance to close the account with the Wife's name on it was One Thousand, Seven Hundred Ninety-Five Dollars and Eighty-Six Cents ($1,795.86). Therefore the value of this bank account that will be attributed to the marital estate is Seven Thousand, Seven Hundred Ninety-Six Dollars and Fifteen Cents ($7,796.15), which shall be equally divided by the parties with the Wife receiving Three Thousand, Eight Hundred Ninety-Eight Dollars and Eight Cents ($3,898.08) as her share of this account.

The Court further finds that the Wife's 2002 Sequoia is marital property and should be award to the Wife. The Court further finds that the Husband allowed the car insurance to lapse on said vehicle and Two Thousand Dollars ($2,000.00) was added to

the loan therefore, the Husband is Ordered to pay Two Thousand Dollars ($2,000.00) to the Wife that will be used to deduct from the balance of the account. The Husband shall have one (1) year from the date of entry of this Order in order to pay to the Wife Two Thousand Dollars ($2,000.00) which shall be used to pay on the account balance of the Toyota Sequoia. This Court further finds that the Husband's truck is his separate property and shall be award to the Husband free and clear of the Wife from any claims that she may have virtue of the marriage.

With respect to the charge card debts of the Wife, this Court finds that these are the separate debts of the Wife and that she shall be responsible for paying these debts back to her mother.

With respect to the personal property of the parties, this Court finds that the Wife is awarded the chair, the television set, the Dell computer, the changing table, and the foyer table, that are presently located in the marital real property. The parties shall schedule a time, as soon as possible in order for the Wife to pick up her items of personal property.

With respect to the Parenting Plan negotiated by the parties in mediation and filed with this Court in January 2007 the Court makes the following findings of facts:

a. The Parenting Plan did not include which party will be named the primary residential parent of the parties minor child and based on the evidence presented in the Court today and the concerns that this Court has about the Father's temper, the Mother is therefore Ordered to be named the primary residential parent of the parties' minor child.

b. The Court further finds that anytime the Mother finds that the Parenting Plan is not working because the Father is being controlling and using the child as a device, she can return to the Court and ask for a change to the Parenting Plan without the need to prove that there has been a material change in the circumstances.

c. Both parties are enjoined and restrained from saying anything negative about the other parent, or the other parent's family, in front of the child.

d. This Court further finds that each parent shall have free access to contact the minor child everyday, one (1) time per day, and if the parent who has physical position of the child sees on the caller ID that the other parent has called, that parent shall call the other parent as soon as they realize that the telephone call was missed.

e. This Court further finds that in order for this Parenting Plan to work, the parties must live in the same area and that the minor child shall be enrolled in a daycare. Therefore, this Court orders that the Mother shall enroll the minor child in a daycare as soon as she can.

f. With respect to the child support that was set forth issued in the Parenting Plan Worksheet filed with the Court, the Court finds that the Father should have been paying child support in the amount of Five Hundred Ninety-Eight Dollars ($598.00) since the parties began the current parenting arrangement which was twelve (12) months prior to this Court date, and therefore the Mother is awarded a judgment for retroactive child support for Seven Thousand, One Hundred Seventy-Six dollars ($7,176.00) which represents

the child support rate stated in the Parenting Plan multiplied by the prior twelve (12) months. Said judgment shall accrue at the statutory 12% interest and the Father if he does not pay the entire balance in full is Ordered to pay toward that arrearage balance at a rate of Fifty Dollars ($50.00) per month beginning with the September 2007 payment. This Court further finds that the Father shall begin making current child support payments beginning September 2007 at the rate of Five Hundred Ninety-Eight Dollars ($598.00). The Court further finds that there has been a change in the income of the parties with the Mother's income increasing Three Hundred Eighty Dollars ($380.00) per month and the Father's income increasing Forty Dollars ($40.00) per month and once the child is enrolled in a daycare, there may be a new daycare costs. Therefore, the attorneys in the case may recalculate the child support amount to determine if there is a significant variance in the amount since the filing of the Parenting Plan in January 2007 and may Motion the Court in order to modify this amount. This Court further finds that the Father is not a credible witness and the mother may file by Motion requesting an adjustment to the child support if she can subpoena and bring to Court the witnesses to substantiate that the Father does in fact have a side business of a lawn mowing business that he receives income from.

The Court further finds that the maiden name shall be restored of the Wife and her name shall be changed to that of Melody Gail Wade.

The Court further finds that the Wife will be awarded her attorney fees as set forth in the Affidavit exhibited with this Court with attorney time, expenses, and interest

totaled five thousand four hundred ninety one dollars and seventy three cents ($5,491.73). Plus the Court will award an additional one thousand two hundred twenty five dollars ($1,225.00) for the attorney's time for today's hearing. Therefore, the Wife, Melody Curry shall be given a judgment against the Husband, Sam Curry, for six thousand seven hundred sixteen dollars and seventy three cents ($6,716.73) for which execution may issue.

The Court further finds that the court costs will be paid by the Husband.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Wife, Melody Curry, shall be granted a divorce from the Husband, Sam Curry, on the grounds of his inappropriate marital conduct.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Husband, Sam Curry, is Ordered to begin a program of fifty-two (52) weeks of anger management including behavioral treatments within ten (10) days from this Court's order.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED a permanent restraining order is issued against the Husband, Sam Curry from harassing, threatening, or being aggressive, either physically in person or over the telephone, with the Wife, Melody Curry.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the marital equity in 7878 Rainey Drive is Sixty Thousand Dollars ($60,000.00). This equity is to be equally divided by the parties with each party receiving Thirty Thousand Dollars ($30,000.00). The Husband will have fifteen (15) days from the date of the hearing, in order to decide if he will refinance the house in order to pay the Wife her equitable share or will sell the house to pay the Wife her equitable share. In the event that the Husband decides to

sell the house, he shall use Linda Jackson at Crye-Leike Reality and the Wife shall be allowed to participate in the sale of the property and both parties will cooperate in facilitating the sale of the property in order to equitably divide this asset.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Vanguard Group bank account with the balance of Twenty-Three Thousand, Seven Hundred Twenty-Nine Dollars and Ninety cents ($23,729.90) is not marital property and is awarded to the Husband as his separate property.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED Vanguard Group account ending in "0724" with the balance of Twelve Thousand, Seven Hundred, Fifty-Seven Dollars and Fifty-Three Cents ($12,757.53), this Court finds that this property is marital property and the account should be equally divided with the Wife being award Six Thousand, Three Hundred Seventy-Eight Dollars and Seventy-Seven Cents ($6,378.77).

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Cornerstone bank account in the amount of Nine Hundred Fifty-Four Dollars and Eighty-Two Cents ($954.82) is not marital property and is awarded to the Husband as his separate property.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Husband's 401K account is marital property and is to be divided by Statute from the date of the marriage through September 11, 2007 with each party receiving one-half of the value of the account for the stated period of time. The Court further Orders that a qualified domestic relations order shall issue dividing said account.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the US Bank account used by the Husband is marital property and the value of this bank account that will be attributed to the marital estate is Seven Thousand, Seven Hundred Ninety-Six Dollars and Fifteen Cents ($7,796.15), which shall be equally divided by the parties with the Wife receiving Three Thousand, Eight Hundred Ninety-Eight Dollars and Eight Cents ($3,898.08) as her share of this account.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the 2002 Sequoia is marital property and should be award to the Wife. The Husband is Ordered to pay within one (1) year from the date of entry of this Order to the Wife Two Thousand Dollars ($2,000.00) that will be used to deduct from the balance of the account.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Husband's truck is his separate property and shall be award to the Husband free and clear of the Wife from any claims that she may have virtue of the marriage.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the charge card debts of the Wife are the separate debts of the Wife and that she shall be responsible for paying these debts back to her mother.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Wife is awarded the chair, the television set, the Dell computer, the changing table, and the foyer table, that are presently located in the marital real property. The parties shall schedule a time, as soon as possible in order for the Wife to pick up her items of personal property.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Mother Melody Curry is named the primary residential parent of the parties' minor child.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Mother, Melody Curry, can return to the Court and ask for a change to the Parenting Plan without the need to prove that there has been a material change in the circumstances.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED both parties are enjoined and restrained from saying anything negative about the other parent, or the other parent's family, in front of the child.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED each parent shall have free access to contact the minor child everyday, one (1) time per day, and if the parent who has physical position of the child sees on the caller ID that the other parent has called, that parent shall call the other parent as soon as they realize that the telephone call was missed.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the parties must live in the same area for the current Parenting Plan to work and that the minor child shall be enrolled in a daycare by the Mother.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Mother is awarded a judgment for retroactive child support for Seven Thousand, One Hundred Seventy-Six dollars ($7,176.00) which represents the child support rate stated in the Parenting Plan multiplied by the prior twelve (12) months. Said judgment shall accrue at the statutory 12% interest and the Father if he does not pay the entire balance in full is Ordered to pay toward that arrearage balance at a rate of Fifty Dollars ($50.00) per month beginning with the September 2007 payment.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Father shall begin making current child support payments beginning September 2007 at the rate of Five Hundred Ninety-Eight Dollars ($598.00).

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED if there is a significant variance in the child support amount since the filing of the Parenting Plan in January 2007, either party may Motion the Court in order to modify this amount. The Father is not a credible witness and the mother may file by Motion requesting an adjustment to the child support if she can subpoena and bring to Court the witnesses to substantiate that the Father does in fact have a side business of a lawn mowing business that he receives income from.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the maiden name shall be restored of the Wife and her name shall be changed to that of Melody Gail Wade.

IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the Wife, Melody Curry shall be given a judgment against the Husband, Sam Curry, for the attorney fees she incurred in the amount of six thousand seven hundred sixteen dollars and seventy three cents ($6,716.73) for which execution may issue.

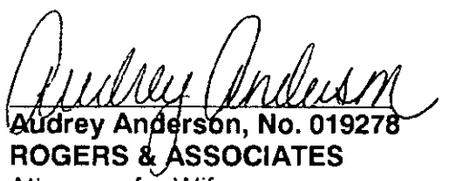
IT IS FURTHER, ORDERED, ADJUDGED, AND DECREED the court costs will be paid by the Husband, Sam Curry.

IT IS SO ORDERED.

ENTER this the 4th day of Oct. 2007.

CAROL L. SOLOMAN, JUDGE

APPROVED FOR ENTRY:



Audrey Anderson, No. 019278
ROGERS & ASSOCIATES
Attorneys for Wife
The Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600
(615) 320-9933 (Fax)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 14th day of September, 2007, a true and exact copy of the foregoing **Order** has been forwarded to the person(s) listed below by U.S. Mail postage prepaid:

Connie Reguli, Esq.
1620 Westgate Circle, Suite 150
Brentwood, Tennessee 37027



Audrey Anderson

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 04 day of OCTOBER , 2007 , in the Case Number 05D3501 between CURRY, MELODY Plaintiff, and CURRY, SAM BRATTON 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 09 day of JANUARY in the year two thousand eight and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL: RICHARD R. ROOKER CIRCUIT COURT CLERK