IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

ORDER FILED

DEC 16 2020

DEBBIE WALLACE-BRYAN, CLERK & MASTER/COURT CLERK
WILSON COUNTY, TN

LYNDA STEVENS CURRY,
Petitioner,

v.

Docket No. 2017-DC-52
NOTICE OF ENTRY REQUESTED

WILLIAM ANDREW CURRY,
Respondent.

Karen Johnson Davidson County
Batch# 565860 DEEDDIV
02/02/2021 08:57:22 AM 13 pgs
Fees: $67.00 Taxes: $0.00

20210202-0014692

FINAL ORDER OF DIVORCE

This cause came to be heard on the 11th and 12th days of August 2020, before the Honorable Judge Ensley Hagan of the General Sessions Court for Wilson County upon Petition for Divorce filed by Lynda Stevens Curry (hereinafter "Wife") and the Counter-Petition for Divorce filed by William Andrew Curry, (hereinafter "Husband"). Present in open court were Wife, Wife's counsel, Husband and Husband's counsel. Based upon the testimony of the parties, the parties' minor child, and the entire record in this cause, the Court finds the following:

1. On September 20, 2019, the parties were divorced by this Honorable Court on the ground of irreconcilable differences as provided by T.C.A §36-4-129.

2. The parties announced an agreement on their assets and liabilities on August 11, 2020 which was found to be equitable and made an Order of this Court. The Court directed the parties to memorialize their agreement in a Marital Dissolution Agreement.

3. Husband shall be permitted to retrieve his tools located in the garage of Wife's residence on Saturday, August 22, 2020 from 8am to 12pm. This the Husbands' last opportunity to retrieve his tools from Wife's residence. Should he fail to appear, exit exigent circumstances, he shall be deemed to forfeit any and all marital and/or equitable interest that he may have in said personalty.

4. Should Husband desire to make copies of the pictures located at Wife's residence, she shall make them available to him. Husband shall return the original pictures within forty-eight hours of picking them up.

5. The Minor Child testified in chambers before Judge Hagan and the parties' counsel. The Court found the child to be credible. The Minor Child testified that he frequently abuses alcohol, nicotine, and marijuana.

6. The Minor Child testified that he drinks alcohol, uses nicotine, and smokes marijuana at both the Husband and Wife's residences; however, he never indicated the Wife knew or was aware this occurred at her house. The Minor Child testified that Husband is aware that he drinks alcohol, uses nicotine, and smokes marijuana and Husband does not reprimand him for such.

7. Due to these issues, the Court is entering Wife's Proposed Parenting Plan. The Parenting Plan proposed by the Wife is in the best interest of the Minor Child, adequately provides for his care, maintenance and support, and is hereby adopted by this Honorable Court. A copy of the Parenting Plan is attached hereto and shall be incorporated into this Final Order.

8. This is a Final Order; however, should the Husband desire to increase his parenting time, the Court will not require the filing of a Petition. The Permanent Parenting Plan will be subject to modification by motion.

9. A clean drug screen, by nail bed or hair follicle, will be considered as a possible material change in circumstances for future modification. The Minor Child must complete an alcohol and drug assessment prior to any motion by Husband to modify the Parenting Plan.

10. Both Husband and Wife are authorized to remove the phone from the possession of the Minor Child as a form of punishment, despite who owns the phone and/or the phone line.

11. Husband's income shall be established as $35,000 for child support purposes. The Wife's income shall be set as $94,018.01 annually.

12. It is appropriate to set Wife's days of parenting time at 285 per year and the Husband's days of parenting time at 80 days per year.

It is therefore, **ORDERED, ADJUDGED**, and **DECREED** that:

1. **Tools**. Husband shall be permitted to retrieve his tools located in the garage of Wife's residence on Saturday, August 22, 2020 from 8am to 12pm. This the Husbands' last opportunity to retrieve his tools from Wife's residence. Should he fail to appear, exit exigent circumstances, he shall be deemed to forfeit any and all marital and/or equitable interest that he may have in said personalty.

2. **Photographs**. Should Husband desire to make copies of the pictures located at Wife's residence, she shall make them available to him. Husband shall return the original pictures within forty-eight hours of picking them up.

3. **Parenting Time**. Due to the alcohol and drug issues, the Court is entering Wife's Proposed Parenting Plan. The Parenting Plan proposed by the Wife is in the best interest of the Minor Child, adequately provides for his care, maintenance and support, and is hereby adopted by this Honorable Court. A copy of the Parenting Plan is attached hereto and shall be incorporated into this Final Order.

4. **Modification of Parenting Time**. This is a Final Order; however, should the Husband desire to increase his parenting time, the Court will not require the filing of a Petition. The Permanent Parenting Plan will be subject to modification by motion. A clean drug screen, by nail bed or hair follicle, will be considered as a possible material change in circumstances for future modification. The Minor Child must complete an alcohol and drug assessment prior to any motion by Husband to modify the Parenting Plan.

5. **Child's Cell Phone**. Both Husband and Wife are authorized to remove the phone from the possession of the Minor Child as a form of punishment, despite who owns the phone and/or the phone line.

6. **Parties' Incomes**. Husband's income shall be established as $35,000 for child support purposes. The Wife's income shall be set as $94,018.01 annually.

7. **Number of Parenting Days**. It is appropriate to set Wife's days of parenting time at 285 per year and the Husband's days of parenting time at 80 days per year.

8. **Court Costs**. Any remaining court costs shall be equally shared by the parties for which execution may issue if necessary.

It is further **ORDERED, ADJUDGED,** and **DECREED** that the parties division of the assets and liabilities was agreed upon by the parties and was announced in open court on August 11, 2020. The division was found to be equitable, and shall be incorporated into this Final Order as follows:

1. **2022 Earl Pearce Circle.** The marital residence is improved real property known as 2022 Earl Pearce Circle, Mount Juliet, Wilson County, Tennessee (hereinafter "Marital Residence"). Husband has vacated the Marital Residence. The Wife shall be vested with exclusive possession of the Martial Residence and shall be financially responsible for the mortgage, property taxes, and insurance.

The Wife has previously refinanced the residence into her individual name and the Husband executed a QuitClaim Deed simultaneously.

The Wife shall pay to the Husband the sum of $85,000 as his portion of the marital equity in the Marital Residence. Said sum shall be paid within sixty (60) days of entry of the Final Order of Divorce. These proceeds shall be forwarded to the Attorney Yancy Belcher's office and made payable to Yancy Belcher and William Andrew. Curry. Upon Husband receiving said funds, he shall have no further right or claim to the Marital Residence. Wife shall thereafter be vested with exclusive rights, title, and interest to the Marital Residence. Wife shall indemnify and hold Husband harmless from any liability relating thereto.

2. **213 Walcott Drive**. The parties also have an interest in real and improved property known as 213 Walcott Drive, Nashville, Tennessee (hereinafter "Walcott"). This residence has been previously used as an AirBnB

and rental unit. The Husband shall be vested with exclusive possession, rights, title, and interest in Walcott and shall be financially responsible for the mortgage, property taxes, and insurance. Wife shall have no further right or claim to Walcott. Husband shall indemnify and hold Wife harmless from any liability relating thereto. Wife shall execute a QuitClaim Deed divesting herself from any interest in Walcott within seven (7) day of entry of the Final Order of Divorce. Said property is more particularly described as follows, to wit:

> Being land in Davidson County, Tennessee, being Lot No. 31 on the Plan of Stanford Country Club Estates, Section One of record in Plat Book 2900, Page 50, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.
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> Said Lot No. 31 fronts 90 feet on the Northerly side of Walcott Drive and extends back between lines measuring 161.17 feet on the Easterly line and 169.5 on the Westerly line to a dead line in the rear, measuring 118 feet thereon.
>
> Being the same property conveyed to Philip G. Meyer, unmarried, by Warranty Deed from Maren Mitchell Hill and husband, Robert C. Hill of record in Instrument No. 20120522-0044499 Register's Office for Davidson County, Tennessee, dated May 18, 2012 and recorded on May 22, 2012.
>
> Being the same property conveyed to William A. Curry and Lynda Curry, husband and wife, by Warranty Deed from Philip G. Meyer, unmarried, of record in Instrument No. 20181204-0118242 Register's Office for Davidson County, Tennessee dated November 28, 2018 and recorded on December 4, 2018.

In addition, Husband shall be vested with exclusive possession of and all rights to the entire contents of Walcott, including the hot tub.

3. **Personal Property and Household Furnishings**: The parties have divided between themselves, to their mutual satisfaction, all personal effects, household furniture and furnishings, and all articles of tangible personal property with the exception of the Husband's tools. The Husband has tools located in the garage of 2022 Earl Pearce Circle. Husband's retrieval of his tools is addressed in paragraph one (1) above. The parties acknowledge that any other

personal property or household furnishings in their immediate possession shall become their property and they shall forever hold the other harmless thereto.

4. **Vehicles**: (A) Wife is vested with exclusive possession of, title to, and interest in the 2016 Honda Pilot and the 2006 Toyota 4-Runner which are registered and titled in the name of the Wife. Wife is solely responsible for any financial liability relating to the 2016 Honda Pilot and the 2006 Toyota 4-Runner and shall indemnify and hold Husband harmless thereto. Within thirty (30) days from the signing of this Agreement, Husband shall sign any documents necessary to effectuate the transfer of title(s) to the Wife, if required.

(B) Husband is vested with exclusive possession of, title to, and interest in the 2013 Ford Explorer and the 2005 F-150 Truck which are registered and titled in the name of the Husband. The parties affirm that neither of these vehicles are encumbered by any lien. Wife is divested of all rights and marital interest to the 2013 Ford Explorer and 2005 F-150. Within thirty (30) days from the signing of this document, Wife shall sign any documents necessary to effectuate the transfer of title(s) to the Husband, if required. Husband is solely responsible for any financial liability relating to these vehicles and shall indemnify and hold Wife harmless thereto.

5. **Watercraft**. Husband is vested with exclusive possession of and interest in the 2005 Sea Ray Boat which is registered in the name of the Husband. The boat is not encumbered by any lien. Wife is divested of all rights and marital interest to the 2005 Sea Ray Boat. Within thirty (30) days of entry of Final Order of Divorce, Wife shall sign any documents necessary to effectuate the transfer of registration to the Wife, if required. Husband shall be solely responsible for any financial liability relating to the 2005 Sea Ray and shall indemnify and hold Wife harmless thereto.

6. **Debts:** (A) Wife shall be individually responsible for the following indebtedness: the Citizen's One mortgage relating to Earl Pearce Circle; any lien relating to her 2017 Honda Pilot; and any and all other accounts in her individual name and not otherwise expressly provided for herein.

(B) Husband shall be individually responsible for the Fifth/Third Bank mortgage relating to Walcott Drive, and any and all account in his individual name not otherwise expressly provided for herein. Husband shall indemnify and hold Wife harmless from any liability relating thereto.

(C) Unless otherwise expressly provided for in this Order, each party shall be individually responsible for any other indebtedness, which that party has individually incurred in their name. From and after the entry of this Order, neither of them shall cause to be incurred any indebtedness for which the other party may be held liable. The parties have affirmed that there are no jointly held financial liabilities, which have not been disclosed in this document.

(D) **Notice pursuant to T.C.A. §36-4-134:** This document does not necessarily affect the ability of a creditor to proceed against a party, or a party's property, even though the party is not responsible under the terms of the Order for an account, any debt associated with an account, or any debt. It may be in a party's best interest to cancel, close, or freeze any jointly held accounts.

(E) In the event that a creditor of either party seeks to compel the other party to pay any debt or obligation for which that party is not responsible, either by contract or pursuant to the terms of this Order, the party against who the claim is made shall be entitled to recover from the other party, the amount of any payment he or she makes, including interest, penalties, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees. From and after the entry of this Order, neither of them shall cause to be incurred any indebtedness for which the other party may be held liable. The parties have affirmed that all jointly held financial liabilities have been disclosed in this document.

7. **Turf Pro Irrigation and Lawn Care**. The Husband shall be vested with exclusive possession of and all rights to the business known as Turf Pro Irrigation and Lawn Care. This shall include, but not be limited to, the bank account(s), truck, equipment, tools etc. The parties shall execute any and all documents necessary to ensure the Wife has no interest in any asset and to ensure the Wife is relieved of any liability relating to the business within thirty (30) days of entry of this Order. Husband shall assume sole liability and financial responsibility related thereto. The Wife shall have no right or claim to the business. Husband shall indemnify and hold Wife harmless from any liability relating thereto.

8. **Investment, Stock, and/or Retirement Accounts**: The Wife shall retain as her sole and separate property full ownership and interest in her Fidelity 401k with an approximate balance of $45,000 free and clear of any interest or claim thereto by the Husband. The Husband hereby waives any right of claim or interest that he may have in said account.

The parties also have a Leggett & Platt stock account with an approximate value of $1100. The Husband shall be awarded full ownership and interest in the stock account free and clear of any interest of claim thereto by the Wife. The parties shall execute any and all documents necessary to transfer to stock account into the Husband's individual name. The Wife hereby waives any right of claim or interest that she may have in said account.

The parties each have a Raymond James IRA account in their individual names with near equal values. Each party shall be awarded as their sole and separate property full ownership interest in and to their individual IRA account free and clear of any interest or claim thereto by the other. Each party hereby waives any right of claim or interest that he or she may have in the other's account.

The parties also have an interest in a Principal 401k in the Wife's individual name with an approximate balance of $133,000. This account shall be equally shared. The Husband's attorney shall provide Wife with a Qualified

Domestic Relations Order "QDRO" within ninety (90) days of the date of entry of the Final Order of Divorce which will separate Husband's funds from the account. Wife shall cooperate and provide any and all documents and information necessary to effectuate the transfer. The Valuation Date shall be the date of entry of the Final Order of Divorce. The Husband shall be entitled to earnings (dividends, interest, gains and losses) from the Valuation Date until the award is separated from the Participant's account. The parties shall execute any documents necessary to effectuate the transfer.

9. **Bank Accounts**: The Wife shall be vested with exclusive possession of and all rights to the First Tennessee/First Horizon checking and savings account in her individual name.

The Husband shall be vested with exclusive possession of and all rights to the Wilson Bank & Trust/Turf Pro checking account ending 1465 and the Wilson Bank & Trust/Walcott account ending in 0324 in his individual name.

10. **529 College Accounts**. The parties have an interest in two (2) Raymond James 529 college fund accounts for the benefit of their adult child, Erin Curry, and their minor child, Evan Curry. The Wife shall have sole access to these accounts. Husband shall execute any and all documents necessary to effectuate the transfer within thirty (30) days of entry of the Final Order of Divorce.

11. **Insurance**: (A) Each party has and shall continue to maintain, through his/her employment or otherwise, medical, hospitalization and dental insurance for his/her own benefit. Each party shall be responsible for his/her own deductibles and uninsured expenses incurred for said party's benefit. Neither shall be obligated to pay the premium on COBRA coverage for the other party.

(B) Neither party shall be required to provide any life insurance coverage for the benefit of the other party except as otherwise provided for in the Permanent Parenting Plan.

(C) Each party shall be responsible for any insurance premiums, deductibles, and other liability associated with all vehicles in their possession.

12. **Spousal Support**: There shall be no alimony, rehabilitative, pendente lite, in solido, or permanent paid by either party.

13. **Income Tax Return**: Commencing with the return due for 2020, the parties shall file separate federal tax returns. The Wife shall claim all deductions relating to the marital residence known as 2022 Earl Pearce Circle, Mount Juliet, Wilson County, Tennessee. The Husband shall claim all deductions relating to the Walcott Drive property.

14. **Beneficiary Designation**. Except as otherwise provided by the terms of the Parenting Plan, all documents heretofore executed by either party which designate the other party as a beneficiary, if any, shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of this Order that neither party shall receive any proceeds as a beneficiary of the other party from and after entry of this Order unless otherwise provided by the terms of the Parenting Plan unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

15. **Attorney Fees**: The Wife shall be individually responsible for her attorney fees in favor of Attorney Lindsey L. Lawrence. Husband shall be individually responsible for his remaining attorney fees in favor of Yancy Belcher.

16. **Acknowledgment of Representation**: Attorney Yancy Belcher has represented Husband and that Attorney Lindsey L. Lawrence has represented the Wife. The aforesaid attorneys claim no expertise or special knowledge regarding the tax ramifications surrounding this Order, and both parties are advised to seek and obtain independent tax advice regarding the ramifications and effect of this Order, and neither of them rely upon the aforesaid attorneys as to the tax implications surrounding same.

17. **Surviving Party:** If, for any reason, either party does not receive life insurance to which that party is entitled by the terms of the Parenting Plan, then the deceased party's obligation to pay child support, alimony, debts, and/or settlement payments shall survive them and shall constitute a claim against the estate.

18. **Complete Disclosure**: This Order has disposed of all the marital assets and liabilities of the parties, and that there are no assets or liabilities, which have not been disposed of. Should it develop that there were any undisclosed assets or the value of any asset was misrepresented, then the party to who the assets were not disclosed shall have a right to an equitable share of same or if it is later determined that the value of an asset was intentionally or negligently misrepresented by either party, the party to whom the misrepresentation was made shall have a right to an equitable share of the true fair value of the asset. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Order.

It is further, **ORDERED, ADJUDGED**, and **DECREED** that:

19. **Additional Instruments**: Each party shall willingly execute and deliver any and all instruments reasonably necessary or required in order to implement and give full force and effect to the provisions of this Order, including but not limited to titles to automobiles and deeds for real estate.

20. **Partial Invalidity:** If any provision of this Order is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

21. **Enforcement Provisions**: In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Order, in addition to any other relief to which the enforcing party may be adjudged entitled, the prevailing party shall be entitled to a judgment for reasonable attorney fees, court costs, and reasonable ancillary costs incurred in prosecuting the action.

22. **Bankruptcy Abuse Prevention & Consumer Protection Act of 2005**: The parties' respective obligations under this Order are mutual domestic support obligations and that as such are non-dischargeable in bankruptcy pursuant to 11 U.S. C. 523(a)(5).

23. **Court Costs**. Any remaining court costs shall be equally shared by the parties for which execution may issue, if necessary.

24. **Final Order**. This is a Final Order pursuant to Tennessee Rules of Civil Procedure 54.02.

ENTERED this the 4th day of December 2020.

JUDGE ENSLEY HAGAN

I, DEBBIE MOSS, CLERK, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE.

JAN 21 2021

DEBBIE MOSS
GENERAL SESSION CLERK
WILSON COUNTY, TN

GENERAL SESSIONS COURT WILSON CO., TN

APPROVED FOR ENTRY:

YANCY BELCHER #21158
Attorney for Respondent/Husband
2306 North Mount Juliet Road
Mount Juliet, Tennessee 37122
615.773.2889

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Final Order was forwarded to the counsel of record to the Wife via US Mail, postage prepaid, addressed as follows:

Lindsey L. Lawrence
10574 Lebanon Road
Mount Juliet, Tennessee 37122

On this the 8th day of December 2020.

Yancy Belcher