

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

BRENDA (RILEY) BUMPOUS

PLAINTIFF

VS.

CAUSE NO.: 98-6-741

DONALD INGRAM BUMPOUS

DEFENDANT

DECREE OF DIVORCE

STATE MS.-DESOTO CO.  
FILED

JUL 12 10 04 AM '00

BK 375 PG 083  
W.E. DAVIS, CLERK

THIS CAUSE CAME on for trial on the 28th day of October 1998 upon the Complaint for Divorce; or Alternatively for Separate Maintenance; and Other Relief filed herein by the Plaintiff, Brenda Riley Bumpous, and upon the Answer to said complaint, and Counter-Complaint for Divorce filed herein by the Defendant, Donald Ingram Bumpous, and both parties having been personally present and represented by counsel, and having announced ready for trial, and the Court having received documentary evidence and sworn testimony from, and on behalf of, each party, took the matter under advisement. And having considered the same, the Court on March 1, 1999 rendered an oral opinion from the bench in order to expedite the Court's ruling and to accommodate the parties. The Findings and Conclusions contained in the Court's oral opinion shall serve as written Findings of Fact and Conclusions of Law pursuant to Rule 52 of the Mississippi Rules of Civil Procedure. Said oral opinion is incorporated herein as if fully set forth in words and figures.

The Court finds that it has jurisdiction of the parties and subject matter of this cause; that both parties have been actual bona fide residents of DeSoto County, Mississippi for more than six (6)

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months next preceding the filing of the said Complaint and Counter-Complaint; that the parties were married on or about January 20, 1975 in DeSoto County, Mississippi; that three (3) children were born to the marriage; that the parties' two (2) older children are both emancipated and their youngest child, Patrick Kody Bumpous is fourteen (14) years of age.

The Court further finds by clear and convincing evidence that the Plaintiff is entitled to a divorce from the Defendant on the grounds of habitual cruel and inhuman treatment; and that the Defendant has no grounds for divorce from the Plaintiff. The Court finds that Plaintiff's Complaint for Divorce should be granted and that Defendant's Counter-Complaint for Divorce should be denied. The Court further finds that neither party should be held in contempt at this time and any pending motions to cite a party for contempt are hereby overruled.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED, as follows:

1. **DIVORCE:** Plaintiff is hereby granted a divorce of and from Defendant on grounds of habitual cruel and inhuman treatment. The marital bonds of the parties are hereby dissolved and each is restored to the rights of a single person.

2. **CUSTODY:** Plaintiff is hereby awarded permanent legal and physical custody, care, and control, of the parties' minor child, Patrick Kody Bumpous, with the Defendant to have reasonable rights of visitation with the said child, to be no less than those hereafter set forth:

3. **VISITATION:**

A. **Weekends:** Defendant shall have periods of visitation with the minor child of the parties on the second (2nd) and fourth (4th) weekend of each and every month from Friday evening at 6:00 P.M. through Sunday evening at 6:00 P.M.

B. Holidays: Defendant shall have periods of visitation with the minor child on holidays on alternating years as follows:

<u>Holiday</u>	<u>Odd Year</u>	<u>Even Year</u>
New Year's Day	Defendant	Plaintiff
Easter	Plaintiff	Defendant
Memorial Day	Defendant	Plaintiff
July 4th	Plaintiff	Defendant
Labor Day	Defendant	Plaintiff
Thanksgiving	Plaintiff	Defendant
Christmas	Defendant	Plaintiff

Defendant's periods of visitation with the minor child on holidays shall commence at 8:00 A.M. and end at 6:00 P.M., with the exception of Christmas holidays. On the even years when Plaintiff shall have visitation with the minor child on the Christmas holidays, Defendant's periods of visitation shall commence at 3:00 P.M. on December 24th and end at 3:00 P.M. on December 25th. Defendant shall again have visitation commencing on December 28th at 6:00 P.M. and continuing through December 31st at 6:00 P.M. The same dates and times shall be applicable to Plaintiff when he has custody of the child during the Christmas holidays on odd years.

C. Special Days:

(1) Father's Day: Defendant shall have visitation with the minor child on each and every Father's Day, regardless of whose weekend it may fall on, commencing at 8:00 A.M. and ending at 6:00 P.M.

(2) Mother's Day: Plaintiff shall have visitation with the minor child on each and every Mother's Day, regardless of whose weekend it may fall on, commencing at 8:00 A.M. and ending at 6:00 P.M.

(3) Parent's Birthdays: Each parent shall have visitation with the minor child for at least three (3) hours on said child's respective birthday, if such birthday is not on their respective weekend of physical custody.

(4) Child's Birthday: Each parent shall have at least three (3) hours of visitation with the minor child on their birthday, regardless of the weekend periods of visitation set out hereinabove.

D. Summer: Defendant shall have visitation with the minor child six (6) weeks during the summer, at any time from the beginning of June through the middle of August. Defendant's six (6) week period of visitation with the minor child, during summer, shall be in two (2) week intervals, with the final week of visitation to stand alone, not consecutive, in order for Defendant to have visitation with the minor child for at least one (1) week in between the time of Plaintiff's summertime visitation. Defendant shall notify Plaintiff at least one (1) week in advance of her two (2) week visitation and/or final week's visitation.

E. Other Visitation: Defendant shall have such other reasonable visitation with said minor child as can be mutually agreed upon by the parties.

F. Pick-Up and Delivery: Defendant shall be responsible for picking up and delivering the child to and from all such visitation.

4. CHILD SUPPORT:

A. Monthly Child Support: Defendant shall pay to Plaintiff the sum of \$583.00 per month as reasonable child support during the minority of the child, with the first such payment being

due on or before March 5, 1999 and with a like payment being due and payable on or before the 5th day of each month thereafter. Said payments are to be automatically withheld by Defendant's employer and a withholding order shall be entered in accordance herewith.

B. Life Insurance: During the minority of the child, the Defendant shall also maintain in full force and effect the \$25,000.00 life insurance policy presently insuring his life, with the child as beneficiary. Defendant shall, within 30 days of this order provide Plaintiff with proof that such policy is in full force and effect, and shall, upon reasonable request, periodically furnish proof to Plaintiff that such policy remains in full force and effect.

C. Health Care Expenses and Insurance: During the minority of the child, the Defendant shall maintain the child as an insured under the hospital or health care insurance available to Defendant through his employment. The parties shall be responsible for one-half of all hospital, physician, dental, ophthalmological, orthodontic, psychological, or other health care related expenses incurred on behalf to the child which are not covered by such insurance. Upon reasonable request, Defendant shall periodically furnish proof to Plaintiff that such policy of insurance remains in full force and effect.

D. Higher Education: In the event that the child demonstrates an aptitude and desire to obtain higher education following high school in accordance with the standards set forth in the Mississippi Supreme Court decision of *Pass vs. Pass*, Defendant shall be responsible for one-half of the college expenses reasonably incurred on behalf of the child.

5. DISTRIBUTION OF MARITAL ASSETS: The parties' remaining marital assets are hereby divided as follows:

A. Residence: Each of the parties is entitled to one-half ownership of the parties' marital residence located at 6725 McCain Drive, Southaven, Mississippi 38671, being more particularly described as follows:

Lot 9 Countrywood Estates Subdivision, Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown in Plat Book 21, Pages 3 and 4 of the Subdivision Plat Records of the Chancery Clerk of DeSoto County, Mississippi.

Each party is hereby vested with a one-half undivided interest in and to the said real property in fee simple absolute, as tenants in common, and not as joint tenants or tenants by the entirety. In the event that said real property is sold, each party shall be entitled to one-half of the net proceeds received from said sale.

B. Personal Property: All household furnishings, furniture, appliances, equipment, and other personal property shall be retained by the party now in possession of the same and ownership of such personal property is hereby vested in the party now having possession of the same; except that ownership of the antique table is vested in the Defendant.

C. Vehicles: Each party shall retain the vehicle which is now in his or her possession. Each party is hereby vested with ownership of the vehicle now in his or her possession.

D. Cemetery Lots: The parties' cemetery lots are the joint property of the parties and each party is hereby vested with an undivided one-half interest in and to said cemetery lots, in fee simple absolute.

E. Chatter Box Restaurant:

(1) Assets: The Plaintiff is hereby vested with sole ownership, in fee simple absolute, of the real property, improvements, fixtures, appliances, equipment, trade name (and exclusive right to use the same), good will, and all other assets of the business known as The Chatter Box Restaurant

located at 3443 Red Banks Road, Byhalia, Mississippi. Said real property being described as follows:

A 1 acre parcel of land located in the southwest quarter of the northeast quarter of Section 19, Township 3 South, Range 5 West, DeSoto County, Mississippi; being more particularly described as follows:

Commencing at an iron bar at the east quarter point between said Section 19 and Section 20; then run north 337.20 feet to a point; then run west for 1519.15 feet to an iron bar on the southerly boundary of Red Banks Road being the point of beginning for the hereinafter described parcel; then run south 196.07 feet to a point in the Chatter Box Pond; then run west for 204.15 feet to an iron bar; then run north for 244.82 feet to an iron bar in said southerly boundary; then run along said southerly boundary along a curve to the left with a chord bearing of south  $75^{\circ} 07' 17''$  east a chord distance of 180.29 feet to a point; then continue along said boundary south  $85^{\circ} 17' 33''$  east for 30 feet to the point of beginning, as shown on plat of survey by Walter G. Lyons made July 2, 1995.

(2) Liabilities: The Plaintiff shall be responsible for all liabilities of the said business. The Court finds, based upon the testimony, that the balance owed on the joint promissory note from the parties to the Defendant's parents is \$44,000.00 as of March 1, 1999. The practice of the parties has been to pay said note at a rate of \$1,000.00 per month, meaning that the balance would be paid off in 44 months. Plaintiff shall be solely responsible for making said payments.

F. Retirement: Plaintiff is hereby vested with one-half ownership of any and all pension, profit sharing, and/or other retirement accounts in the name of the Defendant. A qualified domestic relations order is to be entered indicating Plaintiff's one-half ownership of said retirement accounts.

G. Secured Debts: Each party shall be responsible for paying the indebtedness owed on the vehicle which is granted to such party pursuant to this Order. Each party shall additionally be responsible for payment of the indebtedness which encumbers any property which is granted to such party pursuant to this Order.

H. Accounts: The Defendant shall be responsible for paying the Teamster's Account and the Union Planters National Bank account. The Plaintiff shall be responsible for paying the ATT/Universal account, the Bank of Mississippi MasterCard account, the Sears account, and the Goldsmith's account.

6. ALIMONY:

A. Monthly Rehabilitative Alimony: Plaintiff is hereby awarded rehabilitative alimony. Defendant shall pay to the Plaintiff the sum of \$500.00 per month as rehabilitative alimony for a period of 44 months, with the first such payment of \$500.00 to be due and payable on or before March 5, 1999, and with a like payment to be due and payable on or before the 5th day of each month thereafter for a total of 44 months.

B. COBRA: Plaintiff shall further pay for medical and hospital insurance on behalf of the Plaintiff, equivalent to that now in effect, pursuant to COBRA provisions for the maximum period allowable. Within 30 days from the date of this Order, Defendant shall provide Plaintiff with proof that such coverage is in full force and effect. Upon reasonable request, Defendant shall periodically furnish proof to Plaintiff that such insurance remains in full force and effect.

7. INDEMNITY: Each party shall indemnify the other and hold the other party harmless from any loss, cost, or expense resulting from the first party's failure to make any payment required under the terms of this Order.

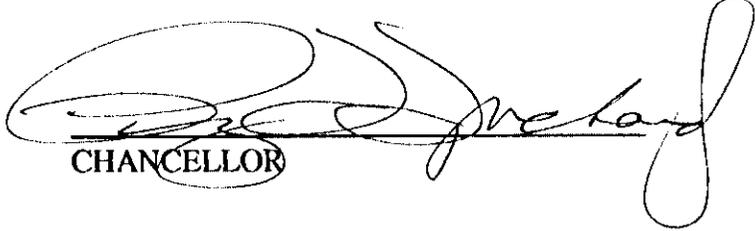
8. OTHER DOCUMENTS: Each party will execute and enter into any and all bills of sale, conveyances, or other documents which may be reasonably required in order to carry out the terms of this Order and/or to establish any ownership interest in real and personal property granted pursuant to this Order.

9. **RESTRAINING PROVISIONS:** Each party is hereby restrained from directly threatening, harassing, annoying, injuring, damaging, or interfering with the other party, or the property of the other party. Defendant shall not go into or upon The Chatter Box Restaurant property. Neither party shall go into or upon the residence of the other party. Neither party shall come or remain within fifty (50) feet of the other party;

10. **ATTORNEY'S FEES:** Neither party is awarded attorney's fees and each party shall pay the fees and expenses of his or her own attorney.

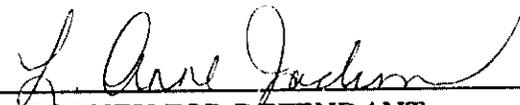
11. **COSTS:** All Court costs incurred herein are to be paid by Defendant.

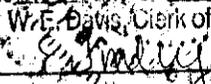
SO ORDERED, ADJUDGED, AND DECREED this the 4<sup>th</sup> day of March 1999.

  
CHANCELLOR

APPROVED AS TO FORM ONLY:

  
ATTORNEY FOR PLAINTIFF

  
ATTORNEY FOR DEFENDANT

STATE OF MISSISSIPPI, COUNTY OF DESOTO  
I HEREBY CERTIFY that the above and foregoing is  
a true copy of the original filed in this office.  
This the 18 day of July, 2000  
W.E. Davis, Clerk of the chancery court  
By  D.C.