IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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KEITH BLAINE GILL)
)
V.) NO. 89221
)
VICKI LYNN MCCLAIN GILL)

Mag 96-13
Par. 125

O R D E R

This cause came on to be heard on the 4th day of January, 1978 before William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee upon testimony of the plaintiff who appeared in open court, judgment by default having previously been taken against the defendant, statement of counsel and from the entire record in this cause from all of which the court finds that the parties have irreconcilable differences sufficient to allow the granting of a divorce from the bonds of matrimony and accordingly.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff be and is hereby granted an absolute divorce from the defendant and plaintiff is to be restored to all rights and privileges of an unmarried person.

It further appears to the court that the parties have entered into a property settlement agreement which the court finds to be just and fair for the distribution of the property, both real and personal acquired by the parties during their marriage and approves the same, which states as follows:

1. The husband and wife agree that the household furniture, fixtures and appliances have already been divided between themselves and that they each possess the personal property from the household which they desire and therefore it is agreed that the household furniture, fixtures and appliances in the possession of the husband and those in the possession of the wife shall be owned by the husband and wife respectfully free and clear from the claims of each other from this day forward.

The wife specifically agrees to allow the husband to retain the stove, refrigerator, washer and dryer which is in the house with the husband agreeing to pay for any obligation on these items.

2. The husband and wife own a 1977 Cutlass automobile which is titled in the husband's name and financed through General Motors Acceptance Corporation. The husband agrees to transfer the title of this automobile to the wife. The wife agrees to assume the sole and exclusive responsibility for paying General Motors Acceptance Corporation for this automobile from the date this instrument is executed. The wife agrees to execute the necessary documents with General Motors Acceptance Corporation to transfer this obligation to her name exclusively and agrees to relieve the husband of any obligation whatsoever concerning the obligation to General Motors Acceptance Corporation for payment of the 1977 Cutlass automobile, including but not limited to, securing re-financing or a co-signer, if required by General Motors Acceptance Corporation, to relieve the husband of any obligation whatsoever with regard to this automobile.

3. The husband and wife own as tenants by the entirety a home and parcel of land located at 2881 Lynncrest Drive, Donelson, Tennessee said deed recorded in the Register's Office of Davidson County, Tennessee in Book 5171, Page 917 and more particularly described as follows:

> BEING Lot No. 20 on the Plan of HAPPY ACRES, which is of record in Book 2331, Page 62, Register's Office for Davidson County, Tennessee.

The wife agrees to transfer and execute all necessary documents to transfer the title and ownership of this home and parcel of land to the husband to be owned by him exclusively. The wife agrees further to release all claims of any nature which she might have to this tract or parcel of land herein described. The husband will be responsible for the preparation of the deed and the recording of this deed in the Register's Office of Davidson County, Tennessee, which wife agrees to execute.

4. Prior to the execution of this instrument certain household furnishings and personal properties of both the husband and the wife were stolen from their residence resulting in a claim to their homeowners insurance carrier for the value of these stolen items. The husband agrees to pay and the wife agrees to accept the value of the wife's jewelery which will be included in the insurance proceeds claim with the wife agreeing to allow the husband to retain the remainder of the proceeds received from the

insurance carrier for this stolen merchandise.

The wife agrees to endorse the insurance carrier's draft when received in order that the same may be cashed and the husband will then take to the wife that value which the insurance carrier establishes for the wife's jewelery which was stolen.

5. The husband and wife agree to be responsible for their own attorney fees if any incurred in the divorce proceeding filed in the Circuit Court of Davidson County, Tennessee under Docket #89221. The husband agrees to pay the court costs incurred in this divorce matter filed under Docket #89221.

6. It is understood and agreed that this document contains the entire understanding by and between the parties and that all prior oral negotiations, statements and committments are hereby merged into this argument and this agreement can be amended only in writing with the consent of both the husband and wife.

It is further ORDERED that the property located at 2821 Lynncrest Drive, Donelson, Tennessee be and is hereby divested out of the defendant and vested solely in the name of the plaintiff, Keith Blaine Gill, to be owned by him exclusively.

It is further ORDERED that the costs are to be accessed to the plaintiff for which execution will issue if necessary.

ENTERED this 11 day of June, 1978.

JUDGE

APPROVED FOR ENTRY:

Wm. Ritchie Pigue
WM. RITCHIE PIGUE, ATTORNEY
FOR PLAINTIFF

CC: Attorney Rick Johnson
Parkway Towers - Suite 1112
Nashville, TN 37219

E 48484

IDENTIF. REFERENCE

FEB 1 10 50 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct* ~~*transcript*~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Keith Blaine Gill *Plaintiff, and* Vicki Lynn Mcclain Gill *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 30th *day of* January *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttrey, *D. C.*

Form #GR-117