BOOK 6980 PAGE 847

141C/1666

file 46

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY E. GILL Plaintiff vs. JOHN G. GILL Defendant	)	NO. 84D-2892

FILED
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ISABEL L. ROBINSON, CLERK
D.C.

FINAL DECREE

This cause came on to be heard this 4th day of January, 1985, before the Honorable Muriel Robinson, Judge, on the complaint of the Plaintiff Mary E. Gill, testimony of the Plaintiff, statement of counsel for the Plaintiff and the entire record. From all of this the Court is of the opinion and finds that the parties are experiencing irreconcilable differences and that the Plaintiff should be awarded an absolute divorce.

It is therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff Mary E. Gill be, and she is hereby, awarded an absolute divorce from the Defendant John G. Gill and restored to all of the rights and privileges of an unmarried person.

The Court is of the opinion and further finds that the parties have entered into a property settlement and custody agreement and affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the parties' minor children; for the equitable division of the parties' joint property and that said agreement is approved and incorporated and made a part of this order in words and figures as follows:

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

THIS AGREEMENT made and entered into this 31st day of August, 1984, by and between Mary E. Gill (hereinafter referred to as the "Wife") and John G. Gill (hereinafter referred to as the "Husband") in Nashville, Tennessee.

W I T N E S S E T H :

WHEREAS, a petition for divorce is being filed for the parties named above in the Circuit Court for Davidson County, Tennessee, under Docket No. 84D-2892; and

WHEREAS, the parties hereto now desire to enter into this agreement for the purpose of determining custody of the parties' minor children

and making final disposition of their jointly held property; and

WHEREAS, the parties hereto agree that in the event a decree of divorce is granted this agreement will be incorporated in said decree and shall thereby determine the rights of the parties as set out.

NOW THEREFORE, in consideration of the premises and the mutual agreements of the parties hereinbefore and after mentioned, the parties, and each of them agree as follows:

1. The Wife shall have custody of Joseph Garrett Gill (born 10-17-75) and Daniel Wayne Gill (born 4-17-82) and the Husband shall have the right to visit with the children at reasonable times and places.

2. The Husband shall maintain a policy of hospital and medical insurance on the children and the parties shall each pay one-half (1/2) of all hospital, doctor, dental, orthodontist, ophthalmologist and optometrist expenses which are not paid by insurance.

3. The Husband shall have and retain as his sole and separate property free of all claims of the Wife the console television, green couch and chair, metal dresser, chest and night stand, one-half (1/2) of the dishes, one-half (1/2) of the pots and pans, one-half (1/2) of the utensils, clock radio, clock, lamp table, all of the Husband's books and his clothing.

4. The Wife shall have and retain as her separate property free and clear of all claims of the Husband all of the remaining furniture, appliances and household goods and items heretofore owned by the parties.

5. The Husband assumes and shall pay the balance due on the accounts to Sears and Famous State Sales and the Husband shall hold the Wife harmless from any claims against her arising out of his failure to pay said indebtedness.

6. The Husband shall pay to the Wife each week the sum of One Hundred 00/100 ($100.00) Dollars as child support.

7. The Husband shall have and retain as his separate property free of all claims of the Wife the 1979 Ford Fairmont automobile and the Wife shall execute and deliver to the Husband a bill of sale and the title upon his request.

8. The house and lot situated at 2341 Dennywood Drive in Nashville, Tennessee, and owned by the parties as tenants by the entirety shall remain vested in the parties as tenants in common. The Wife and the children shall have the exclusive right to live in the house subject to

certain provisions hereinafter contained and the Wife assumes and shall pay to Security Federal the balance of the indebtedness secured by the house at the rate of approximately One Hundred Fifty Eight 00/100 ($158.00) Dollars per month.

9. At such time as the Wife remarries, no longer maintains her usual residence in the home or the younger child attains the age of eighteen (18) years whichever event occurs first, the house and lot shall be sold and the Husband shall receive from the proceeds of the sale the sum of Sixteen Thousand Five Hundred 00/100 ($16,500.00) Dollars cash or in the alternative the Wife shall have the option to purchase from the Husband all of his interest for the sum of Sixteen Thousand Five Hundred 00/100 ($16,500.00) Dollars cash.

10. The Husband and the Wife acknowledge that this instrument is in the manifest best interest and ultimate welfare of the minor children and that this agreement constitutes the entire contract made between the parties. The parties further acknowledge that the provisions of this agreement as to the property settlement are fair, adequate, reasonable and satisfactory and that they accept these provisions in full satisfaction of all marital obligations of the Husband and the Wife to each other and that they each release and forever relinquish any claim which they may have against the other for alimony, support or property of any kind, except as provided for and stated specifically herein.

IN WITNESS WHEREOF, the parties have entered into this agreement by subscribing hereto their respective signatures all as of the day and date aforesaid.

C. EDWARD COOMER

/s/ C. Edward Coomer
Attorney for Plaintiff

"WIFE"

/s/ Mary E. Gill
MARY E. GILL

"HUSBAND"

/s/ John G. Gill
JOHN G. GILL

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff be restored to her maiden name of Chisam.

It is further ORDERED, ADJUDGED and DECREED that the Defendant shall pay the costs of this case for which let execution issue if necessary.

JUDGE

1-4-85

C. EDWARD COOMER

Attorney for Plaintiff

IDENTIFICATION REFERENCE
45609
Sep 24 9 18 AM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CERTIFICATE

I hereby certify that a copy of the foregoing Final Decree was mailed this 4th day of January, 1984, to John G. Gill, Apt. M-4, 320 Welch Road, Nashville, TN 37211.

C. EDWARD COOMER

Attorney for Plaintiff

STATE OF TENNESSEE

I, **GEORGE L. 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* 4th *day of* January, *19* 85, *in Case Number* 84D-2892 *between* Mary E. Gill *Plaintiff, and* John G. Gill *Defendant, as same remains of record in Book* 141C, *Page* 1666 *of 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* 23rd *day of* Sept *in the year one thousand nine hundred and* 86 *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Oper *D.C.*

Form #GR-117