FILED
1988 MAR 29 PM 2:30
CLERK & MASTER, CLERK
D. Saulock D.C.

IN THE PROBATE COURT FOR THE STATE OF TENNESSEE

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

Pauline Margaret Gillson
Plaintiff

vs

Malcolm William George Gillson
Defendant

Docket No. 88D456

FINAL DECREE

This cause came to be heard on the 29 day of March, 1988, before the Honorable Judge of the Probate Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of Counsel for the Plaintiff and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Pauline Margaret Gillson, is hereby awarded an absolute divorce from the Defendant, Malcolm William George Gillson, on the grounds of irreconcilable differences, T.C.A. 36-4-103(b), and she is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103(b) the Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreements for the equitable settlement of any property rights between the parties. The Court hereby approves the Original Marital Dissolution Agreement previously filed with the Court on the 28th day of January, 1988, and the same is hereby incorporated in this Final Decree in words and figures as follows:

6395 MAR 30 1988 03:04PM
RECEIPT # 230129
IDENTIFICATION REFERENCE
PLAZA A. LEON JEFFCOAT REGISTER
DAVIDSON COUNTY, TN
30.00

FILED
1988 JAN 28 AM 9:59

MARITAL DISSOLUTION AGREEMENT

This agreement entered into the 25 day of Jan., 1988, by and between Pauline Margaret Gillson, the Plaintiff herein after referred to as Wife and the Defendant herein after referred to as Husband.

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the [illegible] Court for Davidson County, Tennessee, a suit for divorce between the parties being Pauline Margaret Gillson & ~~Malcolm William George Gillson~~ bearing docket number 88D456;

WHEREAS, the parties desire to agree upon and affix their rights and duties, respecting the respective estates, and any and all matters concerning their respective rights and duties by reason of their marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and convenants herein after setforth, the parties hereto agree and convenant as follows:

I: REAL PROPERTY

All right, title and interest of Malcolm William George Gillson in the house and lot located at 8223 Gordon Lane, Hermitage, Tn, is divested from Malcolm William George Gillson and solely vested in Pauline Margaret Gillson, subject to any mortgages, restrictions, easements and liens of record and subject to the lien of Malcolm William George Gillson; said property is described as follows to-wit:

> Land in Davidson County, Tennessee, being Lot No. 131 on the Plan of Hermitage Estates, as of record in Book 3300, pages 70 and 71, Register's Office for said County.
>
> Said Lot fronts 75 feet on the west side of Gordon Lane and runs back 188.6 feet on the northerly line and 165 feet on the southerly line to a dead line in the rear on which it measures 102.32 feet.
>
> Being the same property conveyed to Malcolm W. Gillson and Pauline M. Gillson by deed from James F. Snapp and Adah T. Snapp of record in Book 5018, Page 924, Register's Office for Davidson County, Tennessee; Map 75-10, Parcel 8; 4D0458.

The Husband, Malcolm William George Gillson, retains a lien on the above listed property for his interest in the house as of the date this agreement is signed which shall be calculated as follows:

> The Husband retains a lien for one-half of the net proceeds of the sale of the house based upon the presently appraised value of the property ($75,000) less the payoff on the mortgage balance on said property ($75,000.00 minus $25,000.00 = $50,000.00). Net proceeds are defined as the $50,000.00 balance minus all costs of the sale of the property, including, but not limited to broker's fees, commissions and all other costs associated with the sale of the property. The resulting amount of money is the net proceeds and the Husband shall receive one-half of said net proceeds as such time as Pauline Margaret Gillson sells said property.

II: AUTOMOBILES

Title to a 1979 Pontiac Grand Safari shall be vested solely in the Husband with the Husband assuming all contractual and other responsibilities to maintain or insure said vehicle, and the Husband agrees to hold

the Wife harmless for any liability thereon.

Title to a 1981 Honda Accord shall be vested solely in the Husband with the Husband assuming all contractual and other responsibilities to maintain or insure said vehicle and the Husband agrees to hold the Wife harmless for any liability thereon.

III: FURNITURE, APPLIANCES & PERSONAL PROPERTY

The Husband shall have all his personal effects, hobby or work tools, drawing board and any furniture related to his work or hobbies, and all his books;

The Wife shall have all her personal effects, and all furniture, appliances, and household linens which are located in the house.

IV: DEBTS & LIABILITIES

All monies from US Tobacco which are received by Malcolm William George Gillson, including, but not limited to pension funds, stock sales, and savings, shall be used to pay off all joint debts and liabilities (exclusive of the first mortgage on the jointly held property at 8223 Gordan Lane, Hermitage, Tn). Joint debts, include, but are not limited to all loans whether listed individually or in joint name, all credit cards, whether listed individually or in joint name and all other debts contracted by either or both parties during the term of this marriage. Such debts, include but are not limited to several loans at First American National Bank, credit cards with Sears, JCPennys, Castner Knotts, Dillards, Visa, Amex, Gulf, Chevron/Amoco, Exxon, dentist bills and any second or third mortgages on the jointly held marital property.

V: ASSETS

Pauline Margaret Gillson shall have sole right, title and interest to "Gold Mine" a magazine; and shall assume sole ownership of all stock and other assests

pertaining to the ownership of said magazine. The Wife also agrees to assume all the debts and liabilities associated with the ownership of said magazine, and the Wife agrees to hold the Husband harmless for any liability thereon;

The Husband and the Wife shall equally split all monies received by either party from US Tobacco Company after all debts and liabilities have been paid from said money;

The Husband and the Wife shall split equally all amounts in joint savings and checking accounts at First American National Bank;

The Husband and the Wife shall split equally all amounts which have accumulated in the IDS American Express investments accounts;

The Wife shall keep all amounts which have accumulated in her credit union account;

The Husband and the Wife shall equally divide all amounts accumulated in the individual IRA accounts as already listed in individual names;

All life insurance on either party shall be terminated as of the date of this agreement;

The Husband and the Wife shall split equally all amounts accumulated in any other accounts not itemized in this agreement.

VI: ATTORNEY FEES & COURT COSTS

Each party agrees to pay their own individual attorney fees and the Wife shall pay all Court costs associated with this divorce action.

VII: GENERAL PROVISIONS

Both parties agree to comply with the following general provisions:

1. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property in the estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her rights, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed now owned or herein after acquired of or by the other party, except as he or she may be bound by the promises covenants contained in this agreement.

2. The parties agree that this agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered here after.

3. Except as otherwise provided herein, each party agrees that he or she shall be soley and separately responsible for the paying of all debts heretofor or contracted for or incurred by him or her and further agrees to hold the other party harmless from liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtness on the credit of the other from and after the date of execution of this agreement.

4. In the event a creditor of either party seeks to compel the other party to pay any debts for which that party is not responsible either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor claim.

5. In the event it comes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorneys fees, incurred in prosecuting the action.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

7. In the event that any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such individual provisions shall not effect the other provisions of this agreement, said provisions being severable.

8. It is understood and agreed between the parties that, as part of the consideration for the execution of this agreement, each party shall willing execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

9. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, or by Court Order, this requirement can not be waived by oral agreement.

10. The Defendant acknowledges that he has signed this document of his own free will, without duress and without benefit of counsel, although he has been advised that he should seek an attorney's advice prior to the signing of this document.

11. Signature of Defendant indicates that the Defendant has received copies of the complaint and waives any objections to service of process in their pending divorce action.

12. Marital Debts contracted by either or both parties during the time of the marriage, including, but not limited to the debts listed above in the Marital Dissolution Agreement, shall be nondischargeable by a Bankruptcy Petition filed by either party.

IN WITNESS WHEREOF, the parties hereto set their signatures:

HUSBAND DATE 1/25/88

WIFE DATE 1/25/88

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Pauline Gillson with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposed therein contained

WITNESS my hand and official seal this the 25 day of Jan., 1987.

Ellen Furlong
NOTARY PUBLIC

My Commission Expires 3/11/90

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Malcolm Gillson with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposed therein contained

WITNESS my hand and official seal this the 25 day of Jan, 1988.

Ellen Turley
NOTARY PUBLIC

My Commission Expires 3/11/90

It is ORDERED, ADJUDGED, and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

The final costs of this cause will be paid by the Plaintiff, for which execution may issue if necessary.

This the 29 day of Mar, 1988.

JUDGE J R Ewing Jr.

Approved for Entry:

Ellen Taylor Turley

Ellen Taylor Turley
Attorney for Plaintiff
2626 Old Lebanon Rd. #4
Nashville, TN 37214
(615) 889-5350

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to the defendant, Malcolm William George Gillson at 8223 Gordon Lane, Hermitage, TN 37076. This the 29 day of March, 1988.

Ellen Taylor Turley

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 29th *day of* March, *19*88, *in Case Number* 88D-456 *between* Pauline Margaret Gillson *Plaintiff, and* Malcolm William George Gillson *Defendant, as same remains of record in Book* 41B, *Page* 865 *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* 20th *day of* April *in the year one thousand nine hundred and* 88 *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L Dyer *D.C.*