IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARSHA LYNN GILLIHAN

VS.

THOMAS HERSCHEL GILLIHAN

1989 APR 11 PM 3:43

No. 87D-3182

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FINAL DECREE

This cause came on to be heard on the 11th day of April, 1989, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Absolute Divorce heretofore filed by Mrs. Gillihan, Answer and Counter Complaint filed by Mr. Gillihan, subsequent agreement of the parties to withdraw the Answer and Counter Complaint and allow Mrs. Gillihan to proceed upon a noncontested basis, submission to the Court of a written Marital Dissolution Agreement heretofore signed by the parties, testimony of Mrs. Gillihan, statement of counsel in open Court and from the entire and record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is therefore,

ORDERED AND ADJUDGED by the Court that the Answer and Counter Complaint heretofore filed in this cause by Mr. Gillihan shall be and the same is hereby dismissed.

It if further ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Marsha Lynn Gillihan, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does make adequate and sufficient provision for the support and maintenance of the minor children and for an equitable division of the marital properties and the Court approves the agreement and copies same verbatim herein as follows:

MARITAL DISSOLUTION AGREEMENT

1990 APR 11

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by **MARSHA LYNN GILLIHAN**, hereinafter referred to as "Wife", against **THOMAS HERSCHEL GILLIHAN**, hereinafter referred to as "Husband", under Docket No. 87D-3182, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of marital estate properties by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) CHILD CUSTODY: There are two children born of this union namely, Michael S. Gillihan, age eight (8) and Ashley D. Gillihan, age three (3). The parties agree that both parents are fit and proper persons to have the care, custody and control of the minor children. Therefore, the parties agree that the custody of the minor children will be awarded to them jointly, however, the children shall primarily reside with Wife. Husband shall be awarded specific visitation privileges with the minor children as follows: Every other weekend from

, at 6:00 P.M. until Sunday at 6:00 P.M. beginning April 14,

for (9) for summer of 1989), however, during this extended visitation, the Wife shall be entitled to every other weekend from Friday at 6:00 P.M. until Sunday at 6:00 P.M. and Wednesday evenings from 5:00 P.M. until 8:00 P.M.. If Husband has to attend Army Reserve Camp during his visitation, Wife shall be entitled to keep the children. Both parents shall cooperate in the rearing of the children both mentally, emotionally, physically, psychologically and spiritually. Neither party will make any demeaning remarks or statements about the other party in the presence of the children.

(6) **CHILD SUPPORT:** Husband agrees to pay directly to Wife the sum of SEVENTY FIVE ($75.00) DOLLARS, per week, for the support and maintenance of the two (2) minor children. Said payments to commence on the first Friday commencing after the house is sold and after the parties vacate the residence. During the summer visitation, Husband shall not be required to pay any child support and if it is necessary

will be app nst Husband's cred t union loan at Parthenon Press Credit Union, inasmuch as this money was used to purchase replacement windows for the home. All remaining proceeds thereafter will be divided equally between the parties, subject to any liens hereinafter mentioned. Pending the sale of the home, Wife shall continue to pay the minimum payments on Western Auto, J.C. Penney and Visa. Husband shall pay the minimum payments on Sears, Discovery Card, and USA Financial Services. Neither party shall make any further charges or extension of credit against the aforementioned accounts or create any new indebtedness against the other party without first obtaining the prior written consent thereof. Any debts not heretofore mentioned, and which are solely in the name of a party, shall be the responsibility of that party.

(9) AUTOMOBILES: Wife shall be awarded the sole and exclusive ownership of the 1982 Buick Regal automobile and she shall pay any

sole

(12) ALIMONY WAIVER: Both parties waive any and all claim for alimony both past, present and future unless specified in this agreement.

(13) ATTORNEY FEES: Each party shall be responsible for payment of their respective attorney fees. Robert L. Jackson, attorney for Husband shall be awarded a lien in the sum of **TWELVE HUNDRED AND FIFTY ($1,250.00) DOLLARS** which represents the balance owing on Husband's attorney fees and this judgment shall constitute a lien against Husband's interest in the marital property, located at 5128 Manorwood Court, Nashville, Davidson County, Tennessee.

(14) COURT COSTS: The Court costs shall be divided equally between the parties.

(15) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(16) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

(17) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and in the keeping with her accustomed standard of living and her reasonable requirements.

(18) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(19) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set

limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(21) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

_____ ._ ..1, 1989.

Jackie E. Rowe

NOTARY PUBLIC

My Commission Expires: 11-12-90

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **MARSHA LYNN GILLIHAN**, with whom I am personally acquainted, and who acknowledges

It is further **ORDERED AND ADJUDGED** by the Court that the child support payments cannot be reduced or prorated without the prior approval of this Court.

It is further **ORDERED AND ADJUDGED** that the addresses of the parties are as follows:

Marsha Lynn Gillihan
5128 Manorwood Court
Nashville, TN 37211

Thomas Herschel Gillihan
5128 Manorwood Court
Nashville, TN 37211

It is further **ORDERED AND ADJUDGED** that the costs of this cause are to be taxed against the parties equally, for all of which execution may issue if necessary.

Enter this 11th day of April, 1989.

JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L. JACKSON
P.R. #2486
SOLICITOR FOR MR. GILLIHAN
214 Second Avenue, North
Suite 103
1 Washington Square
Nashville, Tennessee 37201
615/256-2602

BY: WILLIAM D. MCGEE
P.R.#9552
SOLICITOR FOR MRS. GILLIHAN
430 Third Avenue North
Suite 200
Nashville, Tennessee 37201
615/244-7271

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FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN

RUSH

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* Eleventh *day of* April, *19*89, *in Case Number* 87D-3182 *between* Marsha Lynn Gillihan *Plaintiff, and* Thomas Herschel Gillihan *Defendant, as same remains of record in Book* 177B, *Page* 1093 *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* 30th *day of* June *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By V Laar *D.C.*