IN THE CHANCERY COURT FOR THE NINETEENTH JUDICIAL DISTRICT
MONTGOMERY COUNTY, TENNESSEE, AT CLARKSVILLE

150-1

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MYONG YE KIM GAMBLE )
)
Petitioner )
)
)
VS. ) FILE NO. 91 - 66 - 387
)
)
HORACE J. GAMBLE )
)
Respondent )

IDENTIF. REFERENCE

1 2 8 4 5

FINAL DECREE

This cause came on to be heard on this the 26th day of April, 1991, before the Honorable Alex W. Darnell, Chancellor of the Chancery Court for the Nineteenth Judicial District, Montgomery County, Tennessee, at Clarksville, upon the petition, the default judgment heretofore entered, the evidence presented in open court, and the record as a whole.

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From all of which, it appears to the Court and the Court affirmatively finds: the Court has subject matter jurisdiction of this action and in personam jurisdiction of the petitioner, Myong Ye Kim Gamble, who currently resides at 620 Farmington Bend, Clarksville, Tennessee 37042, and of the respondent, Horace J. Gamble, who currently resides at 468 Owendale, Antioch, Tennessee 37013; irreconcilable differences as defined by TCA §36-4-101(11) exist between the parties in their marital relationship; the bonds of matrimony between the parties should be absolutely dissolved; one (1) child was born of this marriage, namely, Horatio Gamble, born March 31, 1980; the application of the child support guidelines established pursuant to P.L. 100-485, 102 Stat. 2343 and TCA §36-5-101, as amended by Chapter 206, Public Acts of 1989, are appropriate in this case, however, based on the equities between the parties, the establishment of monthly payments of child support in the amount of a sum certain should be effected commencing July 1, 1993, or whenever the respondent is gainfully employed, whichever shall first occur; at the time of their separation, the parties resided in Montgomery County, Tennessee; the costs of this cause have been paid; and the parties have made adequate and sufficient provision for the custody and maintenance of their minor child and for the equitable settlement of their property rights and marital interests by the written marital dissolution agreement which follows.

IN THE CHANCERY COURT FOR THE NINETEENTH JUDICIAL DISTRICT
MONTGOMERY COUNTY, TENNESSEE, AT CLARKSVILLE

FILED: Jan. 23 1991
DOROTHY T. HALL, C&M
BY J. Anderson
DEPUTY CLERK

MYONG YE KIM GAMBLE )
Petitioner )
VS. ) FILE NO. 91 - 66 - 387
HORACE J. GAMBLE )
Respondent )

MARITAL DISSOLUTION AGREEMENT

This agreement, made and entered into by and between MYONG YE KIM GAMBLE, hereinafter referred to as the PETITIONER, and HORACE J. GAMBLE, hereinafter referred to as the RESPONDENT,

WITNESSETH:

WHEREAS, irreconcilable differences have arisen between the parties in their marital relationship, and the above-styled action for divorce has been commenced;

WHEREAS, the parties have one (1) child of this marriage, namely, Horatio Gamble, born March 31, 1980; and

WHEREAS, the parties are desirous of making adequate and sufficient provision for the custody and maintenance of their minor child and for the equitable settlement of their property rights and marital interests.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All right, title and interest of the RESPONDENT in the household goods, furnishings, fixtures and personal property at the residence known as 620 Farmington Bend, Clarksville, Montgomery County, Tennessee 37042, shall be, and the same is hereby, divested out of the RESPONDENT and vested in the PETITIONER, and quitclaimed by the RESPONDENT to the PETITIONER.

2. All right, title and interest of the PETITIONER in a certain 1987, RED, 5 DR, HYUNDAI XL, GLS, VIN: KMHLA21J6HU196152, TITLED OWNER: CHOE SUN WILLIAMS, shall be, and the same is hereby, divested out of the PETITIONER and vested in the RESPONDENT, and quitclaimed by the PETITIONER to the RESPONDENT; for the months of January, February and March of 1991, the PETITIONER shall pay in a timely

fashion the payments on the indebtedness secured by said automobile which become due and payable during said months; and for the month of April of 1991 and thereafter, the RESPONDENT shall pay in a timely fashion the indebtedness secured by said automobile and comply with all of the parties' obligations related thereto, holding the PETITIONER harmless of said indebtedness and obligations.

3. All right, title and interest of the RESPONDENT in certain realty known as 620 Farmington Bend, Clarksville, Montgomery County, Tennessee 37042, has already been quitclaimed to the PETITIONER by a deed of record in Official Record Book Volume 447, Page 2326, Register's Office for Montgomery County, Tennessee, to which deed reference is made for a more complete legal description; and the RESPONDENT has no right, title or interest in said realty. The PETITIONER shall pay in a timely fashion the indebtedness secured by said realty and comply with all of the parties' obligations related thereto, holding the RESPONDENT harmless of said indebtedness and obligations.

4. All right, title and interest of the RESPONDENT in certain realty known as 468 Owendale, Antioch, Tennessee 37013, and described as follows:

> Land in Davidson County, Tennessee, being Lot No. 216 on the Plan of Cherry Hills, Section II, as of record in Book 3700, Page 143, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Horace Gamble and wife, Myong Gamble, by deed from Charles E. Jones, Jr., and wife, Linda R. Jones, of record in Book 8178 , Page 658 , Register's Office for Davidson County, Tennessee.

shall be, and the same is hereby divested out of the RESPONDENT and vested in the PETITIONER, and quitclaimed by the RESPONDENT to the PETITIONER; and said realty is hereinafter referred to as the ANTIOCH PROPERTY.

5. For the months of January, February and March of 1991, the PETITIONER shall pay in a timely fashion the payments of the indebtedness secured by the ANTIOCH PROPERTY which become due and payable during said months; and for the month of April of 1991 and thereafter, the RESPONDENT shall pay in a timely fashion the indebtedness secured by the ANTIOCH PROPERTY and comply with all of the parties' obligations related thereto, holding the PETITIONER harmless of said indebtedness and obligations. Time is of the essence with respect to the duties imposed by the provisions of this paragraph (Paragraph 5).

6. For so long as the RESPONDENT is in full compliance with the provisions of Paragraph 5, above, the RESPONDENT shall have the right to exclusive occupancy and possession of the ANTIOCH PROPERTY and the rents therefrom; and for

so long as the RESPONDENT is in full compliance with the provisions of Paragraph 5, above, the PETITIONER shall not sell, transfer or encumber the ANTIOCH PROPERTY without the express written consent of the RESPONDENT.

7. If the RESPONDENT is in full compliance with the provisions of Paragraph 5, above, then upon the occurrence of: (a) the PETITIONER being released from all obligations she may have with respect to the indebtedness secured by the ANTIOCH PROPERTY and all obligations related thereto, and (b) the PETITIONER being reimbursed for the payments she paid, or is obligated to pay, pursuant to the provisions of Paragraphs 2 and 5, above; the PETITIONER shall quitclaim to the RESPONDENT upon his request all her right, title and interest in the ANTIOCH PROPERTY.

8. If the RESPONDENT is in full compliance with the provisions of Paragraph 5, above, the parties shall take such steps as are reasonably necessary to effect a sale of the ANTIOCH PROPERTY if the RESPONDENT requests the same, provided however, that any listing agreement, offer of sale, or sale shall be drawn or effected in such a manner as to insure that upon the sale of said realty: (a) the PETITIONER is released from all obligations she may have with respect to the indebtedness secured by the ANTIOCH PROPERTY and all obligations related thereto, (b) the PETITIONER receives from the proceeds of such sale a sum in the amount she paid, or is obligated to pay, pursuant to the provisions of Paragraphs 2 and 5, above, (c) the proceeds of such sale shall be sufficient to liquidate, and will be utilized to liquidate, all expenses, costs, commissions and fees related to said sale, and (d) the RESPONDENT receives the remaining proceeds of such a sale.

9. In the event the RESPONDENT fails to fully comply with the provisions of Paragraph 5, above, all rights the RESPONDENT may have with respect to the ANTIOCH PROPERTY and all rights the RESPONDENT may have pursuant to Paragraphs 6, 7 and 8, above, shall absolutely and forever terminate and vest in the PETITIONER; and the RESPONDENT shall have no claim of any nature with respect to the ANTIOCH PROPERTY or against the PETITIONER with respect to the ANTIOCH PROPERTY, and she or any purchaser to whom she may sell said realty shall take the same free from all of the RESPONDENT'S rights, if any, of statutory right of redemption, equity of redemption, homestead, and all other rights therein, which are expressly waived by the RESPONDENT.

10. In addition to such other relief which may be available to the PETITIONER in the event the RESPONDENT fails to fully comply with the provisions of Paragraph 5, above, the PETITIONER may (as an economical and practical method of establishing the termination of the RESPONDENT'S rights as a matter of record) file a motion with this Court, give the RESPONDENT notice of the same (either by personal delivery or by mail to the address the RESPONDENT has on file with this Court as provided by Paragraph 13, below), and request relief in the form that the Court forthwith and forever: (a) terminate all rights the RESPONDENT may have pursuant to Paragraphs 6, 7 and 8, above, (b) terminate all restrictions on the PETITIONER'S right to sell, transfer and encumber the ANTIOCH PROPERTY, (c) terminate any and all claims which the RESPONDENT may have with respect to the ANTIOCH PROPERTY, (d) divest of the RESPONDENT any and all rights, he may have with respect to the ANTIOCH PROPERTY, and (e) vest in the PETITIONER any and all rights the RESPONDENT may have with respect to the ANTIOCH PROPERTY; and upon such a motion and notice and a showing by the PETITIONER that the RESPONDENT has failed to fully comply with the provisions of Paragraph 5, above, the Court shall enter an order granting the PETITIONER the aforesaid relief.

11. The PETITIONER shall have custody of the parties' minor child; the RESPONDENT shall have reasonable rights of visitation with said child at such times and places and upon such notice as the parties may agree; the RESPONDENT shall pay to the PETITIONER on a monthly basis a reasonable amount for the support and maintenance of said child; commencing July 1, 1993, or whenever the RESPONDENT is gainfully employed, whichever shall first occur, monthly payments in the amount of a sum certain shall be established and paid to the PETITIONER for the support and maintenance of said child; and the RESPONDENT shall pay to the PETITIONER for the support and maintenance of said child twenty-one per cent (21%) of the proceeds he receives from the sale of the ANTIOCH PROPERTY, for which he shall be entitled to credit in an equitable fashion as to past and/or prospective child support obligations.

12. The PETITIONER and the RESPONDENT shall at the request of the other execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

13. Each party shall file with this Court in care of the Clerk & Master, Montgomery County Chancery Court, Montgomery County Courthouse, Clarksville,

Tennessee 37040, in the action of Gamble vs. Gamble, File No. 91 - 66 - 387, their respective mailing addresses if the same should change from the addresses set forth in the petition for divorce.

14. Upon request by either party, the other shall furnish copies of such documentary evidence in the form of receipts, cancelled checks and the like as may be reasonably necessary to establish that the party to whom the request is directed has complied with the provisions of Paragraph 5, above.

15. This agreement may be offered into evidence at the hearing of the above-referred to action for divorce and incorporated in and made a part of the final decree of divorce; and the foregoing constitutes a full and final settlement, accord and satisfaction of any and all marital rights, privileges or interests which may have accrued to either party as a result of their marriage.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Horace J. Gamble
HORACE J. GAMBLE, Respondent

Myong Ye Kim Gamble
MYONG YE KIM GAMBLE, Petitioner

STATE OF TENNESSEE )
COUNTY OF ~~DAVIDSON~~ MONTGOMERY )

On this 21st day of January, 1991, before me personally appeared HORACE J. GAMBLE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC

My commission expires September 21, 1991

STATE OF TENNESSEE )
COUNTY OF MONTGOMERY )

On this 23rd day of January, 1991, before me personally appeared MYONG YE KIM GAMBLE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC AT LARGE

My commission expires September 21, 1991.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

1. The bonds of matrimony between the parties shall be, and the same are hereby, absolutely dissolved.

2. The foregoing marital dissolution agreement shall be, and it is hereby, incorporated in and made a part of this decree; said agreement shall be, and it is hereby, ratified and affirmed; regarding child support, unless specifically ordered by the Court, such support shall not be reduced or prorated; and the parties shall fully comply with all of the provisions of said agreement.

3. The costs of this cause have been paid.

ENTER this 26th day of April, 1991.

ALEX W. DARNELL, CHANCELLOR

Approved for Entry:

W. MICHAEL MORGAN,
Attorney for the Petitioner

I hereby certify that a true copy of the foregoing final decree of divorce has been furnished to the respondent by mailing the same, postage prepaid, to Mr. Horace J. Gamble, 468 Owendale, Antioch, Tennessee 37013, on this the 26th day of April, 1991.

W. MICHAEL MORGAN,
Attorney for Petitioner

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, Dorothy T. Hall, Clerk and Master of the Chancery Court of Montgomery County, Tennessee, hereby certify that the foregoing is a true and correct copy of the Decree of said court filed on the 26th day of April, 19 91 in the cause of MYONG YE KIM GAMBLE vs HORACE J. GAMBLE as the same appears on the Minute Books of said court in my office and recorded in Minute Book 207, page _____.

IN WITNESS HEREOF, I have signed and affixed the seal of court on this the 26th day of APRIL, 19 91.

SEAL

Dorothy T. Hall, Clerk and Master

By: Cindy Winters
Deputy Clerk