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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

WANDA DILLON, Plaintiff,	)	
vs.	)	No. 91D-1205
GARY L. DILLON, Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 7th day of June, 1991, before the Honorable James Everett, Judge of the Probate Court for Davidson County, Tennessee, on the Complaint for Absolute Divorce filed by the Plaintiff. Upon statement of counsel for the Plaintiff and the entire record in this cause, it appeared to the Court that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Wanda Dillon, is hereby awarded an absolute divorce from the Defendant, Gary L. Dillon, on the grounds of irreconcilable differences, and is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and same is copied herein verbatim as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE:

WANDA DILLON,
Complainant
-vs-
GARY L. DILLON,
Defendant

No. 91D-1205

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made by and between Gary L. Dillon, hereinafter, husband, and Wanda Dillon, hereinafter, wife, to wit:

WITNESSETH

WHEREAS, the parties are husband and wife and have ceased to live together, and due to irreconcilable differences which have arisen between them it is impossible for them to hereafter live together as husband and wife; and

WHEREAS, the parties have agreed between themselves on a settlement of property rights, and for the purpose of settling all of their differences have executed the following agreement as a complete and final settlement of all property rights, duties of support and custody, maintenance and alimony arising out of their marriage. The parties further agree that this property settlement may be incorporated into and become a part of any Final Decree entered in a divorce action between them.

Pursuant thereto it is hereby understood and agreed by and between the parties, as follows:

I.

The parties have one child born of this marriage, Antwoin T. Dillon, age 7. It is hereby understood and agreed that the wife shall have the care, custody and control of the child. The husband shall have reasonable visitation as follows:

a. Every other week beginning Friday evening at 6:00 P.M. to be returned Sunday evening at 6:00 P.M. Every other week in which the husband does not have overnight visitation he shall have visitation from 6:00 P.M. until 8:00 P.M. on Wednesday.

b. Four weeks visitation during the summer while the child is not normally in school. During summer visitation the wife shall have every other weekend and Wednesday visitation as set forth in (a) above.

c. One four-day holiday on either the Fourth of July, Labor Day or Thanksgiving each year if the husband requests such holiday visitation. Mother's day shall be spent with the mother and Father's day shall be spent with the father. The child's birthdays shall be alternated with one year spent with the father and the next year spent with the mother.

d. one week visitation during the Christmas season either the week before Christmas through Christmas Day or the week after Christmas from Christmas Day through New Year's Day. Such visitation shall alternate each year in order that the party having Christmas Eve and Day one year will have New Year's Eve and Day the next year.

The husband shall pay to the wife ~~Two Hundred Ninty-Three~~ G.J. 328.00 ($~~293.00~~ W.D.) Dollars per month child support for the support and maintenance of the minor child.

II.

The parties own a home and real estate situated at 807 North Second, Nashville, Tennessee. The property is to become the property of the husband solely and he shall assume any and all indebtedness on the subject property and shall hold the wife harmless therefore. In the event the house and lot are sold it is understood and agreed that the wife shall receive one-half (1/2) of the equity in the subject property at the time of sale.

The house is encumbered by a mortgage to the Empire of America of Chicago, Illinois in the amount of Nineteen Thousand and 0/100 ($19,000.00) Dollars more or less, payable at $276.00 per month, a home improvement loan to Fidelity Federal Savings and Loan in the amount of Four Thousand Seven Hundred ($4,700.00) Dollars more or less payable at $150.00 per month, and a second mortgage to Sovran Bank in the amount of Four Thousand and 0/100 ($4,000.00) Dollars more or less. The husband agrees that any additional financing taken out on the house after the date this agreement is signed shall be credited against the husband's equity and shall not be charged against the wife in computing her one-half equity interest in the property. Each party hereby agrees to execute any documents necessary to negotiate the sale of the house and to transfer title to the purchasers.

III.

All checking and savings accounts held in the name of the husband and wife jointly have been equitably divided between the parties by agreement. All joint debts have been assumed or paid in accordance with this agreement and it is understood and agreed that neither party shall incur any additional joint indebtedness after the date this agreement is executed and each party shall be individually responsible for debts and obligations incurred after the date of this instrument.

IV.

The husband shall have all right, title and interest in and to one (1) 1977 Ford Thunderbird automobile, currently titled in his name. The husband agrees to be solely responsible for repayment of any debt on the vehicle, and for all other debts or encumbrances secured thereby and to hold the wife harmless therefrom.

V.

The wife shall have all right, title and interest in and to one (1) 1977 Camaro automobile and one (1) 1989 Oldsmobile Cutlass Ciera Automobile, currently titled jointly. The wife agrees to be solely responsible for repayment of any debt on the vehicle, including a debt to First Amereican Bank, Nashville, Tennessee in the amount of Nine Thousand and 0/100 ($9,000.00) Dollars more or less, payable at the rate of $298.00 per month and for all other debts or encumbrances secured thereby and to hold the husband harmless therefrom. The husband agrees to execute all documents, titles or other papers necessary to transfer title to the vehicle into the wife's name solely independent of the husband.

VI.

It is understood and agreed between the parties that the wife shall assume her Time Share condominium, Tansi Resort, Crossville, Tennessee, and hold the husband harmless therefor.

VII.

The wife shall receive as her sole and separate property, independent of the husband, one (1) couch, love seat and chair

bought at National Warehouse, a 25" Magnavox console TV, a coffee table, end table, 2 lamps, a freezer, dining room table and chairs, bunk beds, wicker furniture, a washer, pots and pans, dishes, curtains, linens, furniture, and personal property removed by her from the domicile of the parties at the time of their separation. All wearing apparel and personal ornaments of the wife and all movable personal property, household goods and effects presently in the possession of the wife including but not limited to clothing, personal items, cash, and furniture, shall belong to her as her separate estate, independently of the husband. All property of the wife now held by her, or which shall hereafter come to her shall be and remain her sole and separate property free from all rights of the husband, with full power to convey, assign, or deal with as her property.

VIII.

The husband shall receive as his sole and separate property, independent of the wife, a bedroom suite, stove, refrigerator, wardrobe, 19" Magnavox TV, personal property, and furniture retained by the husband at the domicile the parties occupied at the time of their separation. All wearing apparel and personal ornaments of the husband and all movable personal property, household goods and effects presently in the possession of the husband including but not limited to clothing, personal items, cash, and furniture, shall belong to him as his separate estate, independently of the wife. All property of the husband now held by him shall be and remain his sole and separate property, free from all rights of the wife, with full power to convey, assign, or deal with as his property.

IX.

All property not expressly set forth herein shall belong to the party in possession at the time this agreement is executed. It is understood and agreed that the parties will execute all documents necessary to transfer title to the party to whom the property is conveyed in accordance with this agreement.

X.

The Husband, Gary L. Dillon, by his signature recognizes that this document is executed in accordance with Tennessee Code Annotated, Section 36-4-103 and consents to the incorporation of this Marital Dissolution Agreement into any Final Decree of divorce entered between himself and Wanda Dillon, which is pending in the Circuit Court for Davidson County, Tennessee, so long as such Decree is entered on the grounds of Irreconcilable Differences, and Gary L. Dillon, by his execution of this agreement waives any additional service of process, or questions of venue or jurisdiction and acknowledges receipt of a copy of a Complaint for Divorce to be entered on behalf of Wanda Dillon, which he received at the time this agreement was executed.

XI.

Having fully disposed of all property owned or possessed by the parties, and having made adequate and sufficient provision for child custody and support and the wife's maintenance in contemplation of their separation, the parties have set their hands on this 6 day of June, 1991.

Gary L. Dillon

Wanda Dillon

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 6 day of June, 1991, before me personally appeared Gary L. Dillon to me known, or proven to me by satisfactory evidence, to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public
My Commission Expires: 5-27-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 25th day of October, 1990, before me personally appeared Wanda Dillon to me known, or proven to me by satisfactory evidence, to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public
My Commission Expires: 7-24-93.

It is further ORDERED, ADJUDGED AND DECREED that the provisions of said Marital Dissolution Agreement are made the judgment of the Court.

For the purpose of inclusion in this Order, the Plaintiff, Wanda Dillon, resides at 6535 Premier Drive, Apt. F-12, Nashville, Tennessee 37209; and the Defendant, Gary L. Dillon, resides at 807 North Second Street, Nashville, Tennessee 37207.

The final costs of this cause are assessed against the Plaintiff, for which execution may issue if necessary.

ENTER this 28 day of July, 1991.

JAMES EVERETT, JUDGE

APPROVED FOR ENTRY:

L.G. BURNETT, JR., #6463
Attorney for the Plaintiff
346 21st Avenue North
Nashville, Tennessee 37203
615/321-3181

CERTIFICATE OF SERVICE

I hereby certify I have mailed a true copy of the foregoing Final Decree to Mr. Wayne S. Taylor, Attorney for Defendant, 430 Third Avenue North, Nashville, Tennessee 37201, this 10th day of June, 1991.

L.G. BURNETT, JR.

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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* First *day of* July, *19* 91, *in Case Number* 91D-1205 *between* Wanda Dillon *Plaintiff, and* Gary L. Dillon *Defendant, as same remains of record in Book* 62B, *Page* 975 *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* 5th *day of* September *in the year one thousand nine hundred and* Ninety-One *and in the* 216 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings *D.C.*

Form #GR-117