2008/1395

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

GARY L. LOLLAR,)
)
Plaintiff,)
)
vs.) No. 90D-3231
) - M. Cashion, JR
GLENDA F. LOLLAR,)
)
Defendant.)

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ORDER TO ALTER AND AMEND

This cause came on to be heard on this the 27th day of September, 1991, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Motion to Alter or Amend filed by Gary L. Lollar. Upon argument of Counsel and the entire record herein, the Court finds that the Final Decree of Divorce heretofore entered in this cause on the 16th day of September, 1991, should be amended to read as follows:

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on Monday, August 26, 1991, upon the Husband's complaint for absolute divorce, the Wife's answer thereto and counter-complaint for absolute divorce.

Upon the testimony of the parties in open court; the testimony of the witnesses, being Marilyn Dull, Helen Schumate, Joanne Moyers and Vicki Weatherhold; review of all exhibits before this Court, being Exhibits 1 through 22, inclusive; review of the entire file in this matter; consideration of T.C.A. Section 36-4-121, as amended; and based upon the testimony and the demeanor of the parties and the witnesses, the Court was of the opinion that the Husband had failed to meet his burden of proof in his complaint for absolute divorce. The complaint of Gary Lollar for absolute divorce is hereby dismissed. The Court was further of the opinion that the Wife's proof on the Husband's marital misconduct was substantiated. The petition of Glenda F. Lollar for absolute divorce is granted against Gary L. Lollar on the grounds of inappropriate marital conduct.

The Court further finds, as the parties have agreed, that it is in the best interest of the minor child, Gary Lollar, Jr., that sole custody and control be vested in Glenda F. Lollar.

Gary L. Lollar shall have regular visitation as follows: (1) Every other weekend from Friday at 6:00 P.M. until Sunday at 6:00 P.M.; (2) Two (2) week extended period of vacation in the summer months to be agreed upon by the parties; (3) The major holidays of Memorial Day, Fourth of July, Labor Day, and Thanksgiving will be alternated on an annual basis between the parties with Mr. Lollar having the child on Memorial Day and Labor Day in all odd years and on the Fourth of July and Thanksgiving in all even years.

The Court was further of the opinion that visitation should occur during Christmas time so that Mr. Lollar has visitation with the minor child for the week preceding Christmas up to 2:00 P.M. on Christmas Eve in odd numbered years and that Mrs. Lollar will have custody of the minor child for that week in even numbered years. At 2:00 P.M. on Christmas Eve the party in custody of the child shall deliver the child to the other party and that party shall have visitation from 2:00 P.M. on Christmas Eve through 2:00 P.M. on New Year's Day.

The Court further finds that Mr. Lollar is under no obligation to take the minor child to church during the weekend visitation or extended visitation.

The Court finds that based upon the evidence contained in the record, analysis of the income of Mr. Lollar and in compliance with the guidelines as set forth by the Tennessee Department of Human Services that child support should be set in the amount of $600 per month. Said child support shall be paid fully and completely on or before the 5th day of each month beginning with October 5, 1991. Said child support payments may be made directly to Mrs. Lollar. The Court directs that each party keep records of said child support payments. Child support shall neither be prorated nor reduced without approval of this Court.

In the further interest of the minor child, the Court orders that both parties maintain health insurance through their respective employers that would cover the minor child. All unpaid medical bill balances uncovered by health insurance shall be paid fully and directly by Mr. Lollar. Any prescription medicine that is not covered by health insurance coverage shall be paid by Mrs. Lollar, In the event the minor child has needs for orthodontic or eye care of any nature, the parties shall equally split the cost of said services.

The Court finds with respect to the property of the parties that Mrs. Lollar should be awarded the marital residence at 3105 Windsor Green Drive, Antioch, Tennessee, free and clear from the claims of Mr. Lollar. It is therefore ORDERED that all of the right, title and interest of Gary L. Lollar in and to the following described real property is hereby divested out of Gary L. Lollar and vested solely and completely in Glenda F. Lollar, free and clear from any and all claims of the Husband in said property. Said property is described as follows:

> Land in Davidson County, Tennessee, being lot no. 526 on the Plan of Kensington of Priest Lake, Section One-B, of record in Plat Book 6250, page 150, Register's office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to Gary L. Lollar and wife, Glenda F. Lollar, of record in Book 7262, page 743, Register's office for Davidson County, Tennessee.

Mrs. Lollar shall be required to pay all mortgage payments owed to Sovran Bank for the mortgage due on said property and she shall hold Mr. Lollar harmless therefrom, and shall be entitled henceforth to receive the value of all interest deductions for income tax purposes and any and all other expenses and deductions with regard to this property. The equity value in this property is awarded to Mrs. Lollar as alimony, in solido.

Each party is entitled to and shall receive those household goods in their possession clear of the claims of the other party with the exception of the pool table presently in the possession of the Wife, which shall be awarded to the Husband. All of the right,

title and interest of Gary L. Lollar in and to any and all personal property presently held or possessed by Glenda F. Lollar with the exception of the aforementioned pool table is divested out of him and vested in her. All of the right, title and interest of Glenda F. Lollar in and to any and all personal property presently held or possessed by Gary L. Lollar in addition to the pool table which is presently in her possession is divested out of her and vested in him.

Each party shall retain their own personal bank accounts. Specifically, the Husband is entitled to receive the following items of property:

1. All household furnishings located at 2714 Murfreesboro Road.
2. All of his guns.
3. The 1982 Echo Mobile Home.
4. The 33 shares of Unilever stock.
5. His coin collection.
6. All of his bank and savings accounts.
7. The 1984 Dodge Ram Charger.
8. The 1986 Ranger Boat and Trailer.
9. The Pool Table.

The Court finds that the Wife should be awarded:

1. All of the personal property and household goods in her possession with the exception of the Pool Table.
2. Her jewelry.
3. The 1988 Pontiac Grand Am automobile. Mr. Lollar shall be required to pay the balance on the indebtedness owed to First Tennessee Bank secured by this automobile. Upon final payment of same, Mr. Lollar shall deliver title to the vehicle to Mrs. Lollar.

Mr. Lollar currently has certain pension benefits in the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan. As a division of their marital property rights and interest, Wife, Glenda F. Lollar, is hereby given judgment against Husband, Gary L. Lollar, in the sum of fifty percent (50%) of the market value of the combined contributions of Gary L. Lollar and his employer on August 26, 1991, which represents the amount the Husband's interest in said Plan has increased during the term of the parties' marriage. In order to effectuate the Wife's collection of this Judgment amount, the Court orders as follows:

(a) Application of Retirement Equity Act of 1984. The Court determines that pursuant to the Retirement Equity Act of 1984 (Act)

Public Law 98-397, Section 204, fifty percent (50%) of Gary L. Lollar's benefits under the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan may be disbursed and distributed to Glenda F. Lollar pursuant to this order as soon as administratively possible in lump sum or, if not so provided, then in the form provided in such respective plan.

(b) Effective Date. This order is entered as a Qualified Domestic Relations Order, as that term is used in the Act and is effective as of the date of signing.

(c) Name and Mailing Address of Participants. Pursuant to Section 204 of the Act, the Court finds that the name and mailing address of the participant in the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan is Gary L. Lollar with his last known address being 2714 Murfreesboro Road, Nashville, TN 37217.

(d) Name and Mailing Address of Alternate Payee. Pursuant to Section 204 of the Act, the Court finds that the name and mailing address of the alternate payee for the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan is Glenda F. Lollar, 3105 Windsor Green Drive, Antioch, TN 37013.

(e) Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan. Pursuant to T.C.A. Section 36-4-121, and the Retirement Equity Act of 1984, the Court determines that all vested benefits to which Gary L. Lollar is entitled as a participant under the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan is marital property subject to equitable division by this Court and further is subject to application by this Court to satisfy the parties' division of marital assets and adjustment of marital rights. As part of the overall equitable division of assets entered into in this cause, the Court awards Glenda F. Lollar, as alternate payee, the right to receive fifty percent (50%) of those vested benefits as of August 26, 1991, to which Gary L. Lollar is entitled as a participant under the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan. Such

benefits in the sum equal to fifty percent (50%) shall be distributed to Glenda F. Lollar as quickly as administratively possible following August 26, 1991. The distribution to Glenda F. Lollar shall be in a lump sum payment or, if not so provided, then in other form as provided in the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan.

(f) This Qualified Domestic Relations Order does not require the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan to provide any type or form of benefit not otherwise provided under the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan; nor does this Qualified Domestic Relations Order require the Thomas J. Lipton Company and Affiliates Profit Sharing and Savings Plan to provide increased benefits to the participant or any alternate payee; nor does this Qualified Domestic Relations Order require that payment to an alternate payee of plan benefits which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

Mr. Lollar currently has certain pension benefits in the Thomas J. Lipton Company and Affiliates Pension Plan. As a division of their marital property rights and interest, Wife, Glenda F. Lollar, is hereby awarded up to $12,000.00 of the accrued lump sum value of the pension on August 26, 1991, which represents the amount the Husband's interest in said Plan has increased during the term of the parties' marriage. In order to effectuate the Wife's collection of this Judgment amount, the Court orders as follows:

(a) Application of Retirement Equity Act of 1984. The Court determines that pursuant to the Retirement Equity Act of 1984 (Act) Public Law 98-397, Section 204, up to $12,000.00 of Gary L. Lollar's benefits under the Thomas J. Lipton Company and Affiliates Pension Plan may be disbursed and distributed to Glenda F. Lollar pursuant to this order as soon as administratively possible in lump

sum or, if not so provided, then in the form provided in such respective plan.

(b) Effective Date. This order is entered as a Qualified Domestic Relations Order, as that term is used in the Act and is effective as of the date of signing.

(c) Name and Mailing Address of Participants. Pursuant to Section 204 of the Act, the Court finds that the name and mailing address of the participant in the Thomas J. Lipton Company and Affiliates Pension Plan is Gary L. Lollar with his last known address being 2714 Murfreesboro Road, Nashville, TN 37217.

(d) Name and Mailing Address of Alternate Payee. Pursuant to Section 204 of the Act, the Court finds that the name and mailing address of the alternate payee for the Thomas J. Lipton Company and Affiliates Pension Plan is Glenda F. Lollar, 3105 Windsor Green Drive, Antioch, TN 37013.

(e) Thomas J. Lipton Company and Affiliates Pension Plan. Pursuant to T.C.A. Section 36-4-121, and the Retirement Equity Act of 1984, the Court determines that all vested benefits to which Gary L. Lollar is entitled as a participant under the Thomas J. Lipton Company and Affiliates Pension Plan is marital property subject to equitable division by this Court and further is subject to application by this Court to satisfy the parties' division of marital assets and adjustment of marital rights. As part of the overall equitable division of assets entered into in this cause, the Court awards Glenda F. Lollar, as alternate payee, the right to receive up to $12,000.00 of those vested benefits as of August 26, 1991, to which Gary L. Lollar is entitled as a participant under the Thomas J. Lipton Company and Affiliates Pension Plan. Such benefits shall be distributed to Glenda F. Lollar as quickly as administratively possible following August 26, 1991. The distribution to Glenda F. Lollar shall be in a lump sum payment or, if not so provided, then in other form as provided in the Thomas J. Lipton Company and Affiliates Pension Plan.

(f) This Qualified Domestic Relations Order does not require the Thomas J. Lipton Company and Affiliates Pension Plan to provide any type or form of benefit not otherwise provided under the Thomas J. Lipton Company and Affiliates Pension Plan; nor does this Qualified Domestic Relations Order require the Thomas J. Lipton Company and Affiliates Pension Plan to provide increased benefits to the participant or any alternate payee; nor does this Qualified Domestic Relations Order require that payment to an alternate payee of plan benefits which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

Mr. Lollar is required to maintain in full force and effect a policy of life insurance equal to five times his annual salary, presently provided to him through his employer, Thomas J. Lipton Company, Inc., with the beneficiary to be the Wife until the youngest child reaches the age of 18. Upon the minor child reaching the age of 18, Mr. Lollar shall be required to maintain life insurance in the amount of $100,000 in order to secure the alimony payments to Mrs. Lollar as set forth below. This requirement to maintain $100,000.00 of life insurance shall remain only as long as Mr. Lollar is required to pay alimony payments to Mrs. Lollar as set forth below. If this requirement becomes oppressive because of age, the Court can review that.

The Court finds based upon the considerations set forth in T.C.A. Section 36-5-101(d) and upon the proof in the record that Mrs. Lollar is entitled to alimony in the amount of $750 per month until her death or remarriage. Said alimony shall be paid in full by the 5th day of each and every month. By agreement of the parties, all child support and alimony payments shall begin on October 5, 1991. Until such time, the pendente lite orders of this Court remain in full force and effect.

With regard to debts of the parties, Mrs. Lollar shall assume and be responsible for the debt to Sears and MasterCard. Mr. Lollar shall be responsible for the debt to H.H. Gregg, First

American National Bank, Haverty's, CitiBank, Dillards, Lipton Federal Credit Union, and T. J. Lipton Profit Sharing.

Mr. Lollar shall pay the attorney's fee of Mrs. Lollar's attorney, Kenneth M. Switzer in the amount of $5,000.00 to be applied to her outstanding balance.

All costs shall be assessed against Mr. Lollar, for which let execution issue, as necessary.

IT IS SO ORDERED.

Entered the 9th day of October, 1991.

MURIEL ROBINSON RICE, Judge

APPROVED FOR ENTRY:

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IDENTIFICATION REFERENCE

Nov 14 11 14 AM '91

Pls return to:
Ken Switzer
213 5th Ave, N.
Nashville, TN
37219

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* 8th *day of* October, *19* 91, *in Case Number* 90D-3231 *between* Gary L. Lollar *Plaintiff, and* Glenda F. Lollar *Defendant, as same remains of record in Book* 200B, *Page* 1395 *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* 13th *day of* November *in the year one thousand nine hundred and* Ninety-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J. Clary *D.C.*

Form #GR-117