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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
PROBATE COURT

MISSI MAI CALLIS GILCHRIST, Plaintiff,	)	
v.	)	NO. 90D-3521
EDWARD GLENN GILCHIRST, Defendant.	)	

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FINAL DECREE OF DIVORCE

This matter came on for hearing on the 6th day of February, 1991, before the Honorable James R. Everett, Judge of the Probate Court of Davidson County, Tennessee, upon the plaintiff's Complaint for Divorce, the signed and notarized Marital Dissolution Agreement, and the testimony of the plaintiff. From all this, the Court finds:

1. The parties, MISSI MAI CALLIS GILCHRIST and EDWARD GLENN GILCHRIST, were married in Davidson County, Tennessee on June 13, 1987;

2. They separated in Davidson County, Tennessee, in March of 1990;

3. There exist irreconcilable differences in this marriage;

4. The defendant has waived personal service of process herein;

5. There are no children born of this union;

6. The plaintiff has withdrawn her Complaint for Divorce to the extent that it charges cruel and inhuman treatment; and

7. The parties have entered into a Marital Dissolution Agreement which is fair and equitable and which is, in facts and figures, as follows:

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IN THE CIRCUIT COURT FOR
DAVIDSON COUNTY, TENNESSEE

MISSI MAI CALLIS GILCHRIST	)	
	)	
v.	)	NO. 90D-3521
	)	
EDWARD GLENN GILCHRIST	)	
	)	
	)	

MARITAL DISSOLUTION AGREEMENT

This agreement made and entered into this 2d day of JAN, 1991 1990, by and between Missi Mai Callis Gilchrist, hereinafter referred to as "Wife," and Edward Glenn Gilchrist, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, the parties hereto are husband and wife, having been married June 13, 1987 at Nashville, Tennessee; and

WHEREAS, no children have been born of this union; and

WHEREAS, the parties have been, and are now, effectively living separately, and have no expectation of resuming marital relations; and

WHEREAS, certain irreconcilable differences have arisen between the parties resulting in Wife's expected filing of a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, with the style and docket number as above; and

WHEREAS, the Husband is aware of Wife's expected filing of a divorce action in Tennessee, and by his signature below, waives further service of process and waives filing an answer to the complaint; and

WHEREAS, the parties desire to enter into an agreement with respect to their property rights, and for other purposes and with the effect hereinafter stated;

1. Real Property: The parties own as tenants by the entirety, a house and lot located at 2000 Ridley Boulevard in Nashville, Davidson County, Tennessee.

Wife agrees that she will convey and quitclaim all of her right, title and interest in and to this real property to Husband. Husband will assume sole responsibility for paying the mortgage on the residence and he shall indemnify and hold Wife harmless from any and all liability for such debt.

The parties agree that any Final Decree entered in their divorce case may divest Wife of her interest in this, the marital home, and vest the absolute title to the property in Husband.

The parties also own as tenants by the entirety, a house and lot located in Murfreesboro, Rutherford County, Tennessee. The parties agree that this property will be offered for sale and that the proceeds of this sale shall be divided equally after payment of mortgages and expenses of sale. Husband shall also be entitled to an additional portion of the proceeds in an amount equal to one-half (1/2) of the amount he pays in mortgage payments on this property during the period beginning with the May, 1990 payment and ending with the date of the sale of the property, thus increasing his share and reducing Wife's share of the proceeds accordingly. The total of this additional portion of the proceeds due the Husband shall in no event exceed what would have been the Wife's share. This additional amount will not be due Husband unless the payments are made for months during which the house is not rented. Husband will use his best efforts to sell and rent the house and lot in an expeditious manner with the assistance of a licensed real estate agent.

The parties also own as tenants by the entirety, a separate but connected lot located adjacent to the house and lot located at 2000 Ridley Boulevard, in Nashville, Davidson County, Tennessee.

Wife agrees that she will convey and quitclaim all of her right, title and interest in and to this real property to Husband. Husband will assume sole responsibility for paying the mortgage on this lot and he shall indemnify and hold Wife harmless from any and all liability for such debt.

The parties agree that any Final Decree entered in their divorce case may divest Wife of her interest in this separate lot and vest the absolute title to the property in Husband.

2. Personal Property: The parties own jointly several items of personal property which they agree to divide as follows:

Automobiles: The parties own two automobiles, a 1983 BMW 533i and a 1986 Nissan. Wife shall take the Nissan and Husband shall take the BMW. Husband shall be responsible for paying the purchase money loan on the BMW owed to Sovran Bank. Husband shall hold Wife harmless and indemnify her for any and all liability for the debt owed to Sovran Bank.

Miscellaneous Personal Property: Each party shall take that personal property uniquely associated with that person, personal clothing, and personal effects. Other items of personal property have been the subject of a de facto property division by the parties as shown below. That division is hereby approved and incorporated into this Agreement:

Wife:

Hitachi television
White iron bed
Mattress and box springs
White wicker rocking chair
Answering machine
Mantel clock
Family gifts
Nugget ring and other jewelry
Telephone (French)
2 wicker chairs
Grandmother's library table
1/2 pictures
Bicycle
1/2 wedding gifts
Floor lamp
Cat

Husband:

Washer & Dryer
Refrigerator
Fainting couch
Outside chairs
Couch
Microwave oven
JVC Television & VCR
Brass bed, mattress, box springs
Kawasaki motorcycle
Antiques not named above
Oriental table
Gas grill
Stereo
Interest in business known as Nashville Billiard Company

Debts: The parties have several items of debt which include those items discussed in Paragraphs 1 and 2 above. The remaining debt will be divided as follows:

Husband's business debts or loans: Husband shall pay the outstanding balance, and he shall retain exclusive credit privileges for these accounts.

VISA account: Wife shall pay the outstanding balance and she shall retain exclusive credit privileges for this account.

It is understood and agreed between the parties that, from and after the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, or any debts assigned to the

other party in this Agreement, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

4. Transfer Documents: The parties agree to execute any and all documents necessary to put the provisions of this Agreement into effect.

5. Insurance: Husband shall keep Wife on his business group health and hospitalization insurance policy, at his expense, until Wife is able to obtain similar coverage from her employer.

6. Attorney's Fees: Each party will be responsible for his or her respective attorney's fees, if any.

7. Court Costs: The parties agree that the court costs of this cause shall be divided equally.

8. Waiver: Other than herein provided, each of the parties waives any and all rights which he or she may have in and to the property or estate of the other.

9. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement, which may be incorporated into any final decree of divorce herein, is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Each party has had the opportunity to consult with an attorney. The provisions in this agreement have been fully read by each of the parties and each party acknowledges that he understands the agreement and that the agreement is fair and equitable and that it is being entered into voluntarily.

10. It is understood that this agreement represents all agreements between the parties, and any promises or covenants not set forth in this agreement are of no effect.

IN WITNESS WHEREOF, said parties have read this

instrument and familiarized themselves with its contents and signed and executed this instrument on the 2d day of ~~May~~ JAN, 1991, ~~1990~~.

Missi Mai Callis Gilchrist
Missi Mai Callis Gilchrist

Edward Glenn Gilchrist
Edward Glenn Gilchrist

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me Ann Callis, a Notary Public in and for said County and State, the within named Missi Mai Callis Gilchrist, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand this 2nd day of ~~May~~ January, 1991.

Ann Callis
Notary Public

My Commission Expires On: 3-26-94

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me Annette Weaks, a Notary Public in and for said County and State, the within named Edward Glenn Gilchrist, with whom I am

personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand this 28th day of May, 1990.

Notary Public

My Commission Expires On: 10/9/91

Based upon these findings, it is therefore ORDERED, ADJUDGED and DECREED that:

1. The plaintiff is granted an absolute divorce from the defendant on the grounds of irreconcilable differences;

2. The Marital Dissolution Agreement, as set forth above, is incorporated into and made a part of this Decree;

3. The plaintiff is restored to her maiden name of Missi Mai Callis;

4. The allegations of plaintiff's Complaint for Divorce, inasmuch as it alleged cruel and inhuman treatment, having been withdrawn, is dismissed.

5. All right, title, and interest in and to the real property described below is hereby DIVESTED from Wife and VESTED solely and exclusively in HUSBAND:

(a) Land in Davidson County, Tennessee, being the northerly 32 feet of Lot No. 6 and all of Lot No. 7 on the Plan of Mrs. H.B. Ridley's resubdivision of Blocks 8 and 9 of the Waverly Plan of record in Book 421, Page 1, said Register's Office.

Said part of Lot No. 6 and 7 front together 82 feet on the easterly side of Ridley Avenue, and run back between parallel lines 170 feet to a dead line, Lot No. 7 running back with the southerly margin of Court Street. Plus, the southerly one-half of the Court Street right-of-way closed by Metropolitan Council Ordinance No. 73-611; said parcel fronts 25 feet on the east side of Ridley Avenue and goes back 170 feet on the south and 137 feet on the north to a dead line in the rear measuring 41 feet more or less, thereon.

Being the same property conveyed to Edward Glenn Gilchrist and Wife Missi Mai Gilchrist by deed recorded in Book 7832, Page 183, in the Register's Office of Davidson County, Tennessee.

(b) Land in Davidson County, Tennessee, being Lot No. 1, Section 125, Edgehill Estates, of record in Book 5190, Page 353, said Register's Office, described as follows:

Beginning at a new monument in the easterly margin of Ridley Boulevard at the northeasterly intersection of Court Avenue, closed by Council Ordinance No. 73-611; thence with the margin of Ridley Boulevard north 6 degrees 51 minutes East 139.33 feet to a new monument; thence

South 41 degrees 50 minutes East 205.86 feet to an existing monument in the center line of Court Avenue, as previously closed, thence with the margin of the same North 84 degrees 25 minutes West 154.66 feet to the point of beginning.

Being the same property conveyed to Edward Glenn Gilchrist and Wife Missi Mai Gilchrist, by deed from Horace C. Harmon, single, and Constance W. Smythia, single, of record in Book 7826, Page 902, Register's Office for Davidson County, Tennessee.

6. The costs of this cause are assessed equally against the parties, for which execution may issue, if necessary.

This 5 day of February, 1991.

JAMES R. EVERETT, JUDGE

APROVED FOR ENTRY:

LAW OFFICES OF FRED D. THOMPSON

Sabin R. Thompson, #6876
12th Floor, L&C Tower
Nashville, Tennessee 37219
(615) 242-0524

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree of Divorce has been mailed, first-class postage prepaid, to Edward Glenn Gilchrist, 2000 Ridley Boulevard, Nashville, Tennessee 37203, on this the 6th day of February, 1991.

Sabin R. Thompson

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IDENTIFI REFERENCE

SEP 30 12 13 PM '92

DAVIDSON COUNTY, TN

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* Sixth *day of* February, *19* 91, *in Case Number* 90D-3521 *between* Missi Mai Callis Gilchrist *Plaintiff, and* Edward Glenn Gilchrist *Defendant, as same remains of record in Book* 59B, *Page* 1160 *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* September *in the year one thousand nine hundred and* Ninety-Two *and in the* 217th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*

Form #GR-117