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1993 DEC -3 PM 4:24

RICHARD R. BAKER, CLERK

D.C.

BOOK 9474 PG 329

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY LOU GORDON Plaintiff,	)	
vs.	)	No. 93D-3185 Notice of Entry Required
DONALD GORDON Defendant.	)	

FINAL DECREE

This cause came to be heard on the 3rd day of December, 1993, before the Honorable Muriel Robinson-Rice, Judge, upon the Complaint for Absolute Divorce filed by Ms. Gordon, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Mary Lou Gordon, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does provide for the care and maintenance of the minor children and equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

93901
IDENTIF. & REFERENCE

94 SEP 26 AM 9:34
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

1706 09/29/94 0101 03CHECK 52.00

FILED

BOOK 9474PG330

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RICHARD R. ROOKER, CLERK

D.C.

FOURTH CIRCUIT

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MARY LOU GORDON
Plaintiff,

vs. No.

DONALD GORDON
Defendant.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between Donald Gordon, hereinafter called "Husband", and Mary Lou Gordon, hereinafter called "Wife".

W I T N E S S E T H

WHEREAS, the parties are married and children, namely, Christopher Gray Gordon and Leigh Ann Gordon were the product of the marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and

shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for 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 the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under

the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court of Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

Husband and Wife agree to split all Court costs arising out of said divorce proceeding if uncontested.

PERSONALTY. Each party will have and keep their personal effects and clothing and the furniture, furnishings and other belongings that were acquired during the marriage shall be divided as follows:

HUSBAND

1. Den furniture
2. Entertainment Center
3. Blue lamp
4. Kitchen table and chairs (glass)
5. Freezer
6. 1989 Pro Craft Boat
7. Portable telephone
8. Bedroom furniture belonging to mother
9. Trunnel Bed
10. T.V. in bedroom

WIFE

1. All remaining furniture not listed above by Husband
2. Dogs

It is agreed that Wife will have possession and title to the Parties' 1990 Dodge Caravan and Husband will have possession and title to the Parties' 1985 Nissan 4x4 Truck and 1993 Ford Explorer and each party releases any claim or right they have to the vehicles of the other. Each party further agrees to execute any document necessary to effectuate change of title.

REAL ESTATE. Husband agrees to convey and by signing this document does convey to Wife any and all interests in the property at 423 Bunker Hill Drive, Nashville, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 28, on the Plan of Hill-N-Dale Acres, of record in Box 2900, Pages 33 & 34, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to John R. Downey by warranty deed from Alfred L. Bargatze Jr. and wife Christine T. Bargatze, of record in Book 6076, Page 988, Register's Office for Davidson County, Tennessee.

Husband further agrees to execute and deliver to Wife any and all deeds and instruments necessary to convey title of said real estate to Wife. Wife agrees to assume liability for the debts on the property.

DEBTS. Husband agrees to assume, pay and hold Wife harmless for the following debts as an element of the division of the parties' property:

1. Circuit City bill
2. All credit card bills in Husbands name
3. Repairing of the ceiling in the one half bathroom and living room

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523 (a)(5).

Wife agrees to assume, pay and hold Husband harmless for the following debts as an element of the division of the parties' property:

1. Nashville gas loan
2. All credit card bills in Wifes name

This support debt will be nondischargeable in the event of the bankruptcy of the obligor spouse, pursuant to 11 U.S.C. Section 523(a)(5).

Both parties agree to split the cost of the repair of gutters to the residence located at 423 Bunker Hill Drive, Nashville, TN.

HEALTH INSURANCE. Husband agrees to maintain health insurance on the minor children, which will cover major medical, dental, pharmaceutical and optical expenses. Any expenses not covered by insurance will be split between the parties.

LIFE INSURANCE. Both parties shall maintain life insurance in full force and effect for the irrevocable benefit of the parties' minor children. Upon written request of said beneficiary or beneficiaries' agent, insured shall furnish, without charge, proof of compliance with this paragraph within thirty (30) days from the date of such request. In addition, said beneficiary or beneficiaries' agent is hereby authorized to obtain said documentation of compliance with this paragraph directly from employer or any insurance carrier insuring insured. Said life insurance shall be the following:

COMPANY	AMOUNT	PAYABLE TO
U.S. Government	10,000.00 per child	Dan Boone

Should insured fail to make payments on said life insurance, beneficiary has the option to continue making payments on said life insurance and to assess the cost of said premiums against insured.

ALIMONY WAIVED. Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEY FEES. It is agreed between parties that only Wife is represented by Robyn Lynne Ryan but the parties will split Robyn Lynne Ryan's attorney fee in connection with this divorce proceeding and this agreement.

CUSTODY and VISITATION. Wife shall be responsible for the care, supervision and guidance of the Parties' children, Christopher Gray and Leigh Ann and shall, therefore, be awarded custody. Specific visitation rights shall be granted to the Father and he will be responsible for care, supervision and guidance during those visitation times and shall, on an ongoing basis, aid the custodial parent in bearing the responsibility of financial assistance as outlined in Child Support section below.

The Father shall have the following specific visitation:
Every other weekend from Friday at 6:00 P.M. until Sunday at 6:00 P.M. on alternate weekends;
One (1) month in the summer.
The parties shall alternate the following Holidays:

Christmas Eve
Christmas Day
New Year's Day
Memorial Day
Easter
Fourth of July
Labor Day
Halloween
Thanksgiving

Father shall have additional visitation with the children on Father's Day and his birthday and Mother, regardless of the above, shall have the children with her on Mother's Day and her birthday.

The Wife shall have the children from the time the children get out of school until 12:00 p.m. on Christmas Day.

The Husband shall have the children from 12:00 p.m. on Christmas Day until the children return to school.

The Father shall have the right to reasonably consult with school officials concerning the children's welfare, educational status and progress, including access to pupil records.

The Father and children shall have communication with each other by telephone and shall not be interfered with by the custodial parent.

CHILD SUPPORT. It is further agreed between the parties that the Father will pay $800.00 as child support to the Mother, for benefit of the children each month. Said payments are due on the first day of each month. The child support set out in this paragraph is in compliance with the Federally Mandated Child Support Guidelines. The parties further understand that this support cannot be change without seeking approval from the Court.

The child support shall cease upon the youngest child of the parties turning 18 years of age or graduating with the child's normal high school graduating class.

The parties agree that each party shall pay half of the tuition and other expenses for the children to attend college or university. Said expenses should be equivalent to a state school in Tennessee and shall include the room, board, books and tuition costs. Said ~~support~~ college payments shall continue until the children reaches age twenty-three (23) or graduates from an accredited college, whichever comes first. The children must maintain a "C" or better average and be (a) full time student, making the normally scheduled progress while receiving his or her, degree. If the children fail to maintain the conditions required during majority, then payment shall cease.

TAXES. The parties agree to split the IRS return for the year 1993. The parties further agree that the Husband shall claim the minor child, Leigh Ann Gordon, as a dependant on his tax return

from this point forward and the Wife shall claim the minor child Cristopher Gray Gordon, as a dependant on her tax return from this point forward.

IRA. Both parties agree that the Wife shall retain her IRA in the amount of $2,600.00 and Husband will give up any right he might have to said IRA.

PENSIONS. The parties agree to give up any right they might have to the other parties' retirement or pension. Each party will therefore retain the right to their individual pension and retirement.

PRIVATE BUSINESS. The parties agree that the Wife shall retain all rights and interest in her business know as, Gifts of the Heart, which has no monetary value, and Husband will give up any rights or interest he might have in said business.

SAVINGS BONDS. The parties agree that Husband shall keep and maintain the savings bonds already established for the minor children Leigh Ann Gordon and Christopher Gray Gordon.

Mary Lou Gordon
PLAINTIFF

Donald G Gordon Jr.
DEFENDANT

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

On this 20th day of August, 1993, personally appeared Donald Gordon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

NOTARY PUBLIC

My Commission Expires:
Nov 20 1996

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

On this 25th day of August, 1993, personally appeared Mary Lou Gordon, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires NOV. 23, 1994

The Court further finds that the Plaintiff's address is 423 Bunker Hill Drive, Nashville, TN 37217 and that the Defendant's address is 301 Rural Hill Court, Nashville, TN 37217.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are to be split between the Plaintiff and Defendant, for all of which execution may issue if necessary.

ENTER this the 3rd day of Dec, 1993.

MURIEL ROBINSON-RICE, Judge

APPROVED FOR ENTRY:

Robyn Lynne Ryan
Attorney for Plaintiff
Registration No. 12782
5th Floor, St. Cloud Corner
Nashville, Tennessee 37219
(615) 242-3996

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been hand delivered to placed in the United States mail, postage prepaid, to Donald Gordon, 301 Rural Hill Court, Nashville, Tennessee 37217, this the 3rd day of December, 1993.

Robyn Lynne Ryan

STATE OF TENNESSEE

BOOK 9474 PG 341

I, **RICHARD R. 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 03 day of DECEMBER , 19 93 , in the Case Number 93D3185 between GORDON, MARY LOU Plaintiff, and GORDON, DONALD Defendant, as same remains of record in Book 224A , Page 687 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 26 day of SEPTEMBER in the year one thousand nine hundred and ninety-four and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Clara M. Hardin
Deputy Clerk

SEAL