BOOK 9716 PG 521

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

95 JUN 29 PM 3:47

JUNE ZOE WILKINSON,
Plaintiff/Wife,

VS.

GRANT ROBERT WILKINSON,
Defendant/Husband.

No. 93D-440

PICK-UP

95 JUN 29 PM 1:45
FELIX Z. [illegible] II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. # REFERENCE
00074723

FINAL DECREE OF DIVORCE

This cause came on to be heard on January 9, 10, and 11, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for divorce of the Wife, June Zoe Wilkinson; answer and counterclaim of the Husband, Grant Robert Wilkinson; testimony of witnesses heard in open court; statements of counsel; and the entire record in this cause.

The Court finds from the proof presented that the Husband, Grant Robert Wilkinson, is entitled to a divorce based on the inappropriate marital conduct of the Wife, June Zoe Wilkinson, pursuant to *Tenn. Code Ann.* § 36-4-129.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband, Grant Robert Wilkinson, is granted an absolute divorce from the Wife, June Zoe Wilkinson, and both parties are restored to all the rights and privileges of single persons. It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife's complaint for divorce is dismissed.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the custody of the parties' minor children, Tracey Allyson Wilkinson and Erika Lynne Wilkinson, is awarded to the Wife, June Zoe Wilkinson; however, the Court finds both parties to be fit and proper persons to have custody of said children. The Court finds that the Wife has set upon a purpose to interfere with the children's relationship with their father, and it is hopeful that that type conduct will be discontinued since the Court will issue certain restraining orders in that regard.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband will have reasonable visitation with the minor children, which will include every other weekend from

Friday at 6 p.m. until Sunday at 6 p.m. Said visitation will begin Friday, January 13, 1995. In addition, the parties will alternate major holidays such as New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, and Thanksgiving Day. On those holidays, the holiday will begin at 6 p.m. on the eve of the holiday and will end at 8 p.m. on the day of the holiday. During the Christmas holidays, each of the parties will alternate year to year having the children for one week before Christmas until 9 p.m. on Christmas Eve, at which time the children will go the other parent at 9 p.m. on Christmas Eve and remain with that parent through Christmas Day and the week thereafter. The Wife will have the children on Mother's Day from 9 a.m. until 6 p.m., and on Father's Day the Husband will have the children from 9 a.m. until 6 p.m. During the summer, the Husband will have an extended summer visitation for thirty (30) days with the children.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the parties' minor children will have therapy with Dr. David McMillan for a period of ninety (90) days for the purpose of encouraging visitation with the Husband. The expense of the therapy will be borne one-half (½) by each of the parties.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife is enjoined and restrained from interfering with the Husband's visitation and telephone calls with the children and from intercepting any cards or packages that the Husband may send to the children.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband, Grant Robert Wilkinson, will pay to the Wife, June Zoe Wilkinson, the sum of One Thousand Dollars ($1,000) per month per child, as child support for the parties' minor children, Tracey Allyson Wilkinson (DOB 3/18/80) and Erika Lynne Wilkinson (DOB 9/30/81), until each child reaches the age of eighteen (18). If a child is still in high school at the time she reaches age eighteen (18), the Husband will continue to pay child support until she graduates from high school or the class of which she is a member graduates, whichever event first occurs. Said payments will begin February 1, 1995, and will be due on the first day of each month thereafter during the above period of time.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband will be entitled to claim the parties' minor child, Tracey Allyson Wilkinson, as a dependent for federal

income tax purposes and the Wife will be permitted to claim the parties' minor child, Erika Lynne Wilkinson, as a dependent for federal income tax purposes.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that as additional child support, the Husband will pay the private school tuition and books for the parties' children at Harpeth Hall. The Wife will be responsible for paying for the children's school uniforms and lunch tickets. The Court is aware that payment of the school tuition exceeds the requirements of the child support guidelines.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband will furnish medical and hospitalization insurance on the parties' children and will pay all medical expenses not covered by insurance during their minority. The Husband will also pay for the regular dental care, orthodontia, eye care, contacts or eye glasses of the children during their minority. However, the Husband has the right to approve the purchase of eye glasses before they are actually purchased. The Husband will not be responsible for paying for any psychological or psychiatric counseling for the children, with the exception of paying for one-half (1/2) of the ninety (90) days of counseling which they will receive from Dr. McMillan.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife will receive the furniture and household items listed on Trial Exhibit 50, with the exception of the following items, which the Husband will receive:

Attic
One mattress
File cabinet

Erika's room
Make-up cabinet (Vanderbilt University property)

TV room
Office chair (Vanderbilt University property)
File drawers (Vanderbilt University property)
Table lamp
All English history books, male adventure books, military books, and books on English politics
Classical music and CD records (will be divided equally between the parties)

Master bathroom
Bamboo leaf pictures (2)

Master bedroom
Husband's family pictures (Wife may keep the frames)
Willow-pattern china plates (2)

Formal room
His items in the Chinese display cabinet
Padded stool and 3 seats
Captain's table
One-half of wine/crystal glasses (Wife receives crystal glasses she uses with her china)
Ice bucket set

Hallway
Chatsworth picture
South American horse picture
Kings and Queens of England cigarette cards (framed)
Army Badges cigarette cards (framed)
Royal Crown Derby plates (6)

Half-bathroom
Marlene Dietrich picture

Kitchen
Knife block

Living room
Orthopaedic stool/chair (Vanderbilt University property)
Large sofa
Small sofa
One brass plate
Indian brass teapots (2)
Whatever items are on the fireplace

Garage
Tools (Husband is to leave some basic tools for Wife)
Butcher block table leg

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that in addition to the above items, the Husband will receive all items of personal and household property currently in his possession, including but not limited to those items listed on Trial Exhibit 64.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband will receive the rifle, bayonet, and cartridge collections and his stamp collection.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife will receive the cigarette card collection, other than the Kings and Queens of England cigarette cards and the Army Badges cigarette cards previously awarded to the Husband.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife will receive her jewelry.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the children will receive their stamp collections and their coins.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that each of the parties will keep their separate property, with the exception of those items previously excluded by the Court. The Wife's separate property includes the approximately Thirty-Four Thousand Dollars ($34,000) in her account as well as the money she has put in the children's accounts. The Husband's separate property includes the funds in Merrill Lynch account number 063-576-88208-8 and account number 063-576-22421-6, his premarital contributions and appreciation on said assets in his TIAA/CREF Retirement Annuity, account number TIAA A494210-6 and CREF P494210-3 in the approximate amount of One Hundred Ninety-Five Thousand Eight Hundred Fifty-Two Dollars ($195,852), and the money he has placed in accounts for the children. The Wife will remain in control of the funds she has placed in the children's accounts, and the Husband will remain in control of the funds he has placed in those accounts which are for the children.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court each of the parties will keep their own respective bank accounts and any Merrill-Lynch accounts in their separate names.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the parties' marital residence located at 906 Huntington Circle, Nashville, Davidson County, Tennessee, will be sold. After payment of the first and second mortgages and the credit line and any real estate closing costs, the equity will be divided equally between the parties. The Court will appoint a real estate agent to handle the sale of the property. The Husband and the Wife are specifically instructed to cooperate with the Realtor in order to expedite the sale and are not to hinder or impede the sale of the residence.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife will have possession of the marital residence until it is sold. Prior to the sale of the residence, each of the parties will pay one-half (½) of the house notes and association fee.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband, Grant Robert Wilkinson, will pay to the Wife, June Zoe Wilkinson, as alimony *in futuro* the sum of One Thousand Two Hundred Dollars ($1,200) per month for a period of three (3) years, or until her death or remarriage, whichever first occurs. Said payments will begin on February 1, 1995, and will be due on the first day of each month thereafter during the above period of time.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that until the parties' residence is sold, the Husband will deduct Nine Hundred Thirty-Eight Dollars and Ninety-Six Cents ($938.96) from his child support and alimony payments each month. Said amount represents Wife's one-half (½) share of the house notes and association fees owed on the marital residence each month. After deducting the above amount from his monthly child support and alimony payments, the Husband will be responsible for making the payments for the house notes and association fees each month until the residence is sold.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that each of the parties will be entitled to deduct one-half (½) of the interest payments on the house until it is sold.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife will receive the 1994 Oldsmobile automobile. As additional alimony, the Husband will be responsible for paying the indebtedness owing on said vehicle and will hold the Wife harmless as to same. Said payments will be deductible by Husband for federal income tax purposes and taxable to the Wife.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that as additional alimony the Husband will provide the Wife with insurance coverage under COBRA for the extent of the policy as allowed by the insurance carrier through his Vanderbilt employment. As additional alimony, the Husband will pay the premiums and they will be deductible by him for federal income tax purposes and taxable to the Wife.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife will receive one-half (½) of the assets contributed during the marriage and appreciation on said assets in Husband's six retirement accounts with Vanderbilt University from January 1, 1978 through January 11, 1995, pursuant to a Qualified Domestic Relations Order. The Husband will receive the remaining assets in said retirement accounts.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband will maintain the Two Hundred Fifty Thousand Dollar ($250,000) term life insurance policy on his life to secure the payment of his child support obligations until the parties' youngest child reaches eighteen (18) or graduates from high school, whichever first occurs. The Wife will be the

beneficiary of said policy so long as she is the children's custodian or until they have reached emancipation.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband will receive his Four Hundred Thousand Dollar ($400,000) life insurance policy.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that each of the parties will be responsible for his or her own debts, other than as set out elsewhere in this Final Decree.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife is found to be in contempt of court by violating the court's restraining order by appearing at the Husband's office on numerous occasions since the issuance of the restraining order. No punishment will be imposed on the Wife at this time.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife is enjoined and restrained from using vile and ugly language in the presence of the parties' children or calling them vile and ugly names.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that if either party desires to remove the children from the United States, they must first ask permission of the court.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that each of the parties will be responsible for the payment of his or her own attorney's fees incurred in connection with this divorce action. The Court orders a lien on each of the parties' respective share of the proceeds from the sale of the marital residence located at 906 Huntington Circle, Nashville, Davidson County, Tennessee, to secure the payment of the fees owed to the parties' attorneys, John J. Hollins and W. Allen Barrett.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that each of the parties will pay one-half (½) of the court costs associated with this cause.

The current address of the Wife, June Zoe Wilkinson, is 906 Huntington Circle, Nashville, Davidson County, Tennessee 37215, and the current address of the Husband, Grant Robert Wilkinson, is 2306 Erin Lane, Nashville, Davidson County, Tennessee 37221.

ENTERED this 20th day of January, 1995.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

By: _____
John J. Hollins (#2452)
Attorney for Husband, Grant Robert Wilkinson
22nd Floor
Third National Financial Center
Nashville, TN 37219
(615) 256-6666

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded to W. Allen Barrett, attorney for June Zoe Wilkinson, 176 Second Avenue, North, Suite 509, Nashville, TN 37201, on this 18th day of January, 1995.

John J. Hollins

STATE OF TENNESSEE

BOOK 9716PG529

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 _20 day of _JANUARY , 19 _95 , in the Case Number _93D440 between _WILKINSON, JUNE ZOE Plaintiff, and _WILKINSON, GRADY ROBERT Defendant, as same remains of record in Book 2356 , Page _286 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 _29 day of _JUNE in the year one thousand nine hundred and _ninety-five and in the _219th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By Penny Campion
Deputy Clerk

SEAL