PF

221C/1756

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

GARY BEDFORD GENTRY
Plaintiff/Husband
214 Jackson Trace
Hermitage, TN. 37076

VS.

ELVIE JUNE GENTRY
Defendant/Wife
1318 Arbor Lake Blvd.
Hermitage, TN. 37076

Docket No. 93D-2382

BOOK 9725PG134

FINAL DECREE

This cause came on to be heard on the 21st day of September, 1993, before the Honorable ~~MURIEL ROBINSON RICE~~, Patricia Mayes Special Judge of the Fourth Circuit Court for Davidson county, Tennessee upon the Plaintiff's Complaint for absolute divorce, and it appearing to the Court, from the testimony of the Plaintiff, statement of Plaintiff's counsel, and the entire record herein, that irreconcilable differences exist between the Plaintiff and the Defendant and that the Plaintiff is entitled to an Absolute Divorce from the Defendant, wherefore his Compalint is accordingly sustained.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court:

1. That the bonds of matrimony heretofore existing by and between the parties are hereby ~~disolved~~ dissolved, and the Plaintiff GARY BEDFORD GENTRY is hereby awarded an absolute divorce from the Defendant ELVIE JUNE GENTRY upon the grounds of irreconcilable differences, and that he is hereby restored to all the rights and privileges of an unmarried person.

2. That the parties have entered into a written, executed Marital Dissolution Agreement, and that the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between them, and that the said Marital Dissolution Agreement, as agreed by and between the parties is hereby approved and made a part of this Judgment as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

GARY BEDFORD GENTRY
Plaintiff/Husband

VS.

ELVIE JUNE GENTRY
Defendant/Wife

Docket No. 93D-3382

BOOK 9725 PG 135

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into on this the 24 day of June, 1993, by and between GARY BEDFORD GENTRY (hereinafter referred to as Husband) and ELVIE JUNE GENTRY (hereinafter referred to as Wife).

WITNESSETH:

WHEREAS, the parties were married in Davidson County, Tennessee on June 3rd, 1977 and,

WHEREAS, the parties, in consequences of disputes, unhappy moments and irreconcilable differences, have separated and wish to make agreements in connection therewith, including a settlement of the property rights and other rights and obligations growing out of the relationship, they have agreed upon the following as evidenced by their signatures hereto, and they contract as follows:

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any Decree of Divorce which may be entered dissolving their marriage.

It is therefore AGREED, that for and in consideration of the mutual promises herein contained, the parties agree as follows:

1. REAL PROPERTY:

A. The homeplace of the parties, located at 214 Jackson Trace, Hermitage, TN. 37076 and described as follows:

> Land in Davidson County, Tennessee, being a certain building identified as property map No. 214 as shown on the plan of Fox Run Section One (A Condominium), of record in Book No. 4860, Page 52, Register's office for Davidson County, Tennessee.
>
> Being the same property conveyed to Gary Bedford Gentry and Elvie Tillman, of record in Book 5265, page 214 Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed by reconveyance to to create a tenancy by the entireties between Gary Bedford Gentry and Elvie Tillman, the said Elvie Tillman having since married Gary Bedford Gentry and now being known as Elvie J. Gentry, of record in Book 5454, page 967 Register's Office for Davidson county, Tennessee.

shall be divested from the Wife and the sole and exclusive ownership in said real property shall be vested in the Husband, in fee simple ownership. The Husband shall assume sole liability for the existing mortgage debt to Dominion Bank and for any other now existing liens or other encumberances on the aforesaid real property and shall hold the Wife harmless thereon for said mortgage debt, liens and encumberances. In consideration for the Wife relinquishing her interest in

said real property, the Husband agrees to pay her $12,000.00 for her equity therein, said sum being a part of the $61,085.00 payment provided for in Paragraph 8 herein.

B. The real property located at 311 Edith Avenue, Nashville, TN. 37207 and described as follows:

> Land in Davidson county, Tennessee, being the East 50 feet of the west 320 feet of Lot No. 3 on the Map of the Subdivision of Lot 6 of the William White Lands, of record in Book 332, Page 78, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to CLEMENT & GENTRY JOINT VENTURE, a joint venture composed of James Gary Clement, Gary B. Gentry and Wife, Elvie J. Gentry by Deed Of Record in Book 6280, page 914, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed by quitclaim deed to Gary B. Gentry and wife, Elvie J. Gentry by CLEMENT & GENTRY JOINT VENTURE, of record in Book 8061, Page 720 Register's Office for Davidson County, Tennessee.

and the real property located at 2304-2306 Dalebrook Court, Nashville Tennessee 37206 and described as follows:

> Land in Davidson county, Tennessee, being Lot NUMBER 28 on the Plan of Eastland Oaks, Section 2, as of Record in Book 4860, page 9, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Gary B. Gentry and Wife Elvie J. Gentry by deed from William K. Jones etux, Bonnie S. Jones, of record in Book 6176, Page 527, Register's Office for Davidson County, Tennessee.

shall be divested from the Wife and the sole and exclusive ownership in said real property shall be vested in the Husband, in fee simple ownership. The Husband shall assume sole laibility for the existing mortgage debt to the Old Hickory Credit Union on the property located at 2304-2306 Dalebrook Court, Nashville Tennessee 37206 and for any other now existing liens or other encumberances on both of the aforesaid real properties and shall hold the Wife harmless thereon for said mortgage debts, liens, and encumberances. In consideration for the Wife relinquishing her interest in said real property, the Husband agrees to pay her $6,000.00 for her equity therein, said sum being a part of the $61,085.00 payment provided for in Paragraph 8 herein.

C. The Wife shall execute a valid quitclaim deed to each of the aforesaid real properties, in favor of the Husband and she shall deliver same to him when he makes the $24,085.00 payment to her, due by December 31, 1993, as specified in Paragraph 8 herein.

D. The Husband shall be responsible for the taxes and insurance on said real properties and shall hold the Wife harmless from the payment of the same. The Husband shall be allowed to claim any rents and profits realized from said real properties after the date of the execution of this Agreement and shall also be allowed to claim any interest expense paid on the mortgages on said real properties on his subsequent Federal Income Tax Returns.

E. It is further understood that this Agreement is based upon full disclosure by both parties to the other of any current encumberances which may be in effect on the real properties as of the date of the execution of this Agreement and that any future encumberances on said real properties shall be the sole responsibility of the party who encumbered same.

2. TITLED PERSONAL PROPERTY:

A. The Wife shall receive the 1990 Ford Areostar, Vin. # 1FTCA34V3L2B99247 as her sole and separate property, to be hers absolute and in fee simple, free and clear of all claims of the Husband, but subject to the debt secured by said vehicle to Mrs. Margaret Gentry, for which the Wife shall be solely responsible to pay and for which the Husband shall be held harmless from the payment of the same.

B. The Husband shall receive the 1977 Ford Pickup Truck, Vin. # F10HNX90455 to be his absolute and in fee simple, free and clear of all claims of the Wife. This vehicle is not encumbered by debt.

C. The parties shall continue to be jointly and equally responsible for the lease to Crest Cadillac on the 1993 Cadillac automobile and shall each pay one half (1/2) of the monthly lease payments due on said vehicle and shall share equally for the responsibility for any penalties which may result from said lease and for the upkeep associated with said automobile. The parties shall each be entitled to use the automobile one half (1/2) of the available time, in two (2) week increments.

3. UNTITLED PERSONAL PROPERTY: The parties acknowledge that they have equitably divided all other personal property between the Husband and Wife, as set forth in the list attached hereto and incorporated herein, shown as "Exhibit A", and that neither of them will make any personal claim on the other for said personal property, or for any other personal property that they may hereafter acquire.

4. LIFE INSURANCE, PENSION PLANS, MUTUAL FUNDS: The Wife shall receive the stocks in the Fidelity Mutual Fund, Stock Selector # T015992748 and the stocks in the Fidelity Capital Appreciation Mutual Fund, Stock Selection # T026729075 as her sole and separate property, to be hers absolute and in fee simple, free and clear of all claims of the Husband. The Husband shall receive the stocks in the Fidelity Capital Appreciation Mutual fund, Stock Selection # T023263261 and the shares in the Fidelity Magellan Plan (Du Pont Company Savings and Investment Plan) as his sole and separate property, to be his absolute and in fee simple, free and clear of all claims of the Wife. Each party shall have the right to the aforesaid interests as of May 1, 1993 and shall be entitled to any appreciation or monies earned therefrom after that date. The parties further agree that any other interest in any life insurance policies, pension plans, IRA's, or any stocks, bonds, or other investments in the name of the Wife as of the date of the execution of this Agreement shall be the sole and separate property of the Wife, free and clear of any claims of the Husband. Any other interest in any life insurance policies, pension plans, IRA's or any stocks, bonds, or other investments in the name of the Husband as of the date of the execution of this Agreement shall be the sole and separate property of the Husband, free and clear of any claims of the Wife.

5. BANK ACCOUNTS: The parties agree that all funds on deposit in any financial institution as of the date of the execution of this Agreement (other than as specified in Paragraph 4 herein) in the name of the Wife shall be the sole and exclusive property of the Wife, free and clear of all claims of the Husband. Also, all funds on deposit in any financial institution as of the date of the execution of this Agreement (other than as specified in Paragraph 4 herein) in the name of the Husband, shall be the sole and exclusive property of the Husband, free and clear of all claims of the Wife.

6. MARITAL DEBTS: The Husband has agreed to be responsible for and to pay the aforesaid mortgage debts with Dominion Bank and Old Hickory Credit Union and to be responsible for any other existing liens or encumberances on the real properties described in Paragraph 1 herein, and that the Wife shall be held harmless thereon. The Wife has agreed to be responsible for and to pay the aforesaid debt secured by the 1990 Areostar Van to Mrs. Margaret Gentry and that the Husband shall be held harmless thereon. Both parties have agreed to be equally responsible for the payments due on the lease with Crest Cadillac on the 1993 Cadillac automobile and to hold the other harmless from the payment of their share of the same. The parties acknowledge that they have no other outstanding joint marital debts at the time of the execution of this Agreement. They agree that all other debts and obligations incurred by either party after the date of the execution of this Agreement shall be the sole responsibility of that party and that the other party shall be held harmless thereon. They further agree that they have each assumed responsibility for any and all other currently existing debts incurred in their own name and that the other party shall be held harmless thereon. If either party in the future shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made shall indemnify the other to the full extent of the amount paid, inclusive of interest, attorneys fees and court costs.

7. HEALTH INSURANCE: The Husband agrees that the Wife shall continue her medical insurance coverage under his policy with his employer for so long as she can be covered, per the provisions of T.C.A. Section 56-7-1501(d)(1). However, she is responsible to pay the carrier for the costs of said coverage.

8. MONEY SETTLEMENT: The Husband has agreed to pay the Wife the sum of $61,085.00 as a settlement for her relinquishment of her interest in the aforesaid real properties and in the mutual funds retained by the Husband. The Wife acknowledges that she has already received the sum of $2,000.00 as a portion of said $61,085.00 prior to the date of the execution of this Agreement. The Husband shall pay the remaining $59,085.00 by making a $35,000.00 payment to the Wife no later than July 31st, 1993, and the remaining $24,085.00 by December 31st, 1993 or within 30 days of the date of his mother, Margaret Gentry's death, whichever comes first. The Husband shall also pay the Wife one half (1/2) of the insurance proceeds refunded for the payments made to Dr. Perales and Dr. Carpenter, when he receives the same.

9. ATTORNEYS FEES: Each party shall be responsible for their own attorneys fees.

10. COURT COSTS: Any court costs incurred as a result of the pending action for absolute divorce shall be the responsibility of the Husband, so long as said action is uncontested.

11. Subject to the provisions of this Agreement, each party has released and discharged and by this Agreement does for himself and herself and his or her heirs, leagl representatives, executor, administrator, assign, releases, and discharges the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity which either of the parties ever had or has against the other, except for any cause or causes of action for divorce.

12. Except as here and otherwise provided, each party may dispose of his or her own property in any way and each party hereby waives or relinquishes any and all rights he or she may have in the property in the estate of the other as a result of the marital relationship.

13. Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for absolute divorce against the other in any jurisdiction based upon any future or past conduct of the other, or to bar the other from defending such suit. In the event any such action is instituted, the parties shall be bound by the terms of this Agreement, and they each acknowledge that it does constitute a fair, equitable settlement of their property rights and responsibility for their marital debts.

14. In the event that it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorneys fees and court costs.

15. Should the Husband or Wife breach any of the provisions of this Agreement, the other shall have the right, at his or her discretion, to sue for damages for such breach, or for a specific performance, or for contempt of court.

16. The Defendant/Wife acknowledges that she has full knowledge and notice of this action and hereby waives service of process in this cause and submits to the jurisdiction of this Honorable Court.

17. This is a full, final and complete settlement, adjudicating all the rights of the respective parties hereto. The parties further agree to sign any and all instruments, documents, titles, covenants or other deeds necessary to carry out the full purpose and intent of this Agreement.

18. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. Each party acknowledges that they have read this Agreement, and that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

SIGNED THIS 24th DAY OF June, 1993.

GARY BEDFORD GENTRY
Plaintiff/Husband

SIGNED THIS 24th DAY OF June, 1993.

ELVIE JUNE GENTRY
Defendant/Wife

STATE OF TENNESSEE
COUNTY OF Davidson

On this the 24th day of June, 1993, personally appeared before me GARY BEDFORD GENTRY, to me known to be the person described herein as Husband, who made oath that he executed the foregoing Agreement and acknowledged that he executed the same as his own free act and deed.

NOTARY PUBLIC

MY Commission Expires: 7-27-96

STATE OF TENNESSEE
COUNTY OF Davidson

On this the 24th day of June, 1993, personally appeared before me ELVIE JUNE GENTRY, to me known to be the person described herein as Wife, who made oath that she executed the foregoing Agreement, and acknowledged that she executed the same as her own free act and deed.

NOTARY PUBLIC

My Commission Expires: 7-27-96

EXHIBIT A

TO

PARAGRAPH 3

MARITAL DISSOLUTION AGREEMENT

SEP 21 PM 4:21

Per the provisions of Paragraph 3 of the Marital Dissolution Agreement, the parties have divided their personal property as follows:

HUSBAND	WIFE
Living Room Items	**Living Room Items**
End Table	3 candle holders
Sofa	lamp
Lamp	Statute
6 dinning chairs	bowl
Plantation shutters	platter
dinning room curtins	painting
under table seating-2	mirror
Wood Bird	flower arrangements-dinning
Pillows-2	sofa table-living room
Remington	star candle
Rice Lamp	phone living room
Jug w/grass	speakers-living room
Bardelona	record albums
Wood Bowl	rag rug
Coffee Table	alarm clock
electric blanket	electric blanket
2 bed pillows	2 bed pillows
alarm clock	sofa table-dinette
VCR	Hutch-dinette
Drop Leaf Table	4 bottles wine
Roosters	pistol handle flatware
Table	
Fireplace fenders	
Bedroom Items	**Bedroom Items**
bed	floor screen
bedspread & pillows	arcylic table
conforter	flower arrangement crystal vase
mattress pad	art nuevo platter
entertainment center	girl sculpture
leather chair and ottoman	me ma po-pa doll & stand
pedestal	print over bed
leather mask	green vase and flowers-bath
iron candle holders	hand mirror
2 nite stand lamps	mirror
2 cranes	easel picture frame
window treatment	portable phone
flower arrangement-white vase	up light
white vase on shelf	
t.v.	
clay pot flowers	
black stool	
mattress	
phone recorder	
TV Room Items	**TV Room Items**
Leather couch	basket
coffee table	stereo
2 pictures	pictures (blk white photo)
brass floor lamps	flowers (hallway)
floor lamp	cheater box
ottoman	
chair	
TV	
Wall unit	
Window treatment	
end table	
flower arrangement	
box	
jar	
door	
paper mache mask	
pillow-3	
ashtray	

EXHIBIT A continued:

HUSBAND	WIFE
Kitchen Items	Kitchen Items
3 bar stools	cannister set
wall phone	3 pictures
basket-counter	blender
lamp	coffee pot
window treatment	gas grill
TV	candy bowl
dhurrie rug	flower arrangement-table
toaster	wok electric
refrigerator	16 glasses-uptown pattern
washer dryer	set knives
cannister vac	coffee grinder
patio set	waffle iron
bar glasses-clear	iron
8 place black dishes	oriental box
6 place pastel dishes	mexican hat
completer set	ice basket
8 pc flatware	silver wine cooler
completer set	8 place flatware
place mats and napkins	vin-u-vac

3. It is further ORDERED that the Plaintiff/Husband shall be responsible for the costs of these proceedings, for which execution may issue if necessary.

ENTERED THIS 21st DAY OF September, 1993.

Patricia Mayes
~~MURIEL ROBINSON~~ RICE Patricia Mayes
Special JUDGE

APPROVED FOR ENTRY:

Randle W. Hill Jr.
RANDLE W. HILL JR. 012113
Attorney For Plaintiff/Husband
Roehrig & Associates P.C.
115 Public Square
Gallatin, TN. 37066
(615) 452-9400

CERTIFICATE OF SERVICE

I hereby certify that I have sent, via U.S. Mail, postage prepaid, a true and exact copy of the foregoing Final Decree to the Defendant/Wife, ELVIE JUNE GENTRY, at her home address at 1318 Arbor Lake Blvd., Hermitage, TN. 37076 on this the 20th day of September, 1993.

Randle W. Hill Jr.
RANDLE W. HILL JR.
Attorney For Plaintiff/Husband

BOOK 9725 PG 144

OMES A LEGAL
HEN PROPERLY
ND FILED

NT IN PERMANENT

TENNESSEE DEPARTMENT OF HEALTH

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO. 93D-2382

STATE FILE NUMBER

HUSBAND

1. HUSBAND'S NAME (First, Middle, Last): GARY BEDFORD GENTRY

2a. RESIDENCE—STATE: TENNESSEE

2b. COUNTY: DAVIDSON

2c. CITY, TOWN, OR LOCATION: HERMITAGE

2d. STREET AND NUMBER: 214 Jackson Trace

3. BIRTHPLACE (State or Foreign Country): Alabama

4. DATE OF BIRTH (Month, Day, Year): April 13, 1943

WIFE

5a. WIFE'S NAME (First, Middle, Last): ELVIE JUNE GENTRY

5b. MAIDEN NAME: STEVENS

6a. RESIDENCE—STATE: TENNESSEE

6b. COUNTY: DAVIDSON

6c. CITY, TOWN, OR LOCATION: HERMITAGE

6d. STREET AND NUMBER: 1318 Arbor Lake Blvd.

7. BIRTHPLACE (State or Foreign Country): Missouri

8. DATE OF BIRTH (Month, Day, Year): June 27, 1944

MARRIAGE

9a. PLACE OF THIS MARRIAGE—STATE (or Foreign Country): Tennessee

9b. COUNTY: Davidson

9c. DATE OF THIS MARRIAGE (Month, Day, Year): June 3, 1977

10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month, Day, Year): May 8, 1993

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify): None

11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify): N/A

11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED TO: ☒ No Children Husband ___ Wife ___ Joint (Husband/Wife) ___ Other ___

12. PETITIONER: 1 X Husband 2 ☐ Wife 3 ☐ Both 4 ☐ Other (Specify) ___

13a. NAME OF PETITIONER'S ATTORNEY (Type/Print): Randle W. Hill Jr.

13b. ADDRESS (Street or R F D No City or Town, State, Zip): 115 Public Square Gallatin, Tn. 37066

A SEAL ON THIS

DECREE

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON: (Month, Day, Year): SEPTEMBER 21, 1993

14b. TYPE OF DECREE: XX Absolute 2 ☐ Limited 3 ☐ Annulment

14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name): NO

14d. COUNTY OF DECREE: DAVIDSON

14e. TITLE OF COURT: 1 X Circuit 2 ☐ Chancery 3 ☐ General Sessions 4 ☐ Probate 5 ☐ Other (Specify) ___

14f. DATE OF RECORDING DECREE (Month, Day, Year): 9-21-93

MUST BE IN PER-
CK INK.

14g. SIGNATURE OF [illegible] COURT OFFICIAL: RICHARD R. ROOKER CLERK BY D.C.

14h. TITLE OF CERTIFYING COURT OFFICIAL: CLERK

14i. DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month, Day, Year): 9-22-93

S MUST BE COM-

CONFIDENTIAL INFORMATION

	15. Race—American Indian, Black, White, etc. (Specify below)	16. Number of This Marriage First, Second, Etc. (Specify)	17. If Previously Married, Last Marriage Ended (Specify below)	18. Education—Specify Highest Grade Completed: Elementary or Secondary (0-12)	College (1-4 or 5+)
HUSBAND	15a White	16a Second	17a 1 Not previously married 2 By death 3 X By Divorce or Annulment	18a 12	2
WIFE	15b White	16b Second	17b 1 Not previously married 2 By death 3 X Divorce or Annulment	18b 12	-

BOOK 9725PG145

STATE OF TENNESSEE

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 21 day of SEPTEMBER , 19 93 , in the Case Number 93D2382 between GENTRY, GARY BEDFORD Plaintiff, and GENTRY, ELVIE JUNE Defendant, as same remains of record in Book 221C , Page 1756 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 23 day of FEBRUARY in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

RICHARD R. ROOKER, Clerk,

By J. Parrish
Deputy Clerk

SEAL

0077094
IDENTIF. # REFERENCE

95 JUL -7 PM 1:07
FELIA B. ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

3949 07/07 0101 03CHECK 48.00