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

96 JUN 11 PM 4:42
RICHARD R. ROOKER, CLERK
D.C.

BRADY E. GILBERT, SR.,)
)
Plaintiff,)
)
vs.) NO. 95D-2124
)
GERALDINE M. GILBERT,)
)
Defendant.)

BOOK 10253 PG 201

FINAL DECREE

This cause came on to be heard on the merits on the 14th day of May, 1996, before the Hon. Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Husband, Brady E. Gilbert, Sr., and the Answer and Counter Complaint filed by Wife, Geraldine M. Gilbert. The Court noted that there are credibility problems with the veracity of Mr. Gilbert and, therefore, directs that this Order reflect such concerns with Mr. Gilbert's credibility.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED:

1. That based upon the statements and argument of counsel, and the sworn testimony of the parties, the Court finds upon the testimony of both parties that both parties have grounds, one against the other, therefore, pursuant to T.C.A. §36-4-129(b), the Court declares the parties to be divorced without awarding a divorce to either specific party. The parties are thereby declared divorced and restored to all the rights and privileges of unmarried persons.

2. The Court grants joint custody of the parties' minor child, Brady E. Gilbert, Jr., in the joint names of the parties, with primary physical possession vested in the sole name of the Wife. Standard visitation as normally granted by this Court is hereby awarded to Mr. Gilbert. Mr. Gilbert shall have the child every other weekend from Friday at 6:00 P.M. to Sunday at 6:00 P.M., pending further Orders of this Court. Holiday visitation as recognized by this Court is hereby granted between the parties, which will include Mother's Day with the child to be with the Wife, and Father's Day with the child to be with the Husband, and all other holidays/(New Year's Day, Memorial Day, from 6:00 p.m. on the eve of the holiday until 8:00 p.m. on the evening of the holiday

Fourth of July, Labor Day, Thanksgiving, and Easter) to be alternated each year between the parties. Christmas Holidays will be divided between the parties. One parent shall exercise visitation for one week before Christmas until 9:00 P.M. on Christmas Eve with the child and the other parent shall have the child from 9:00 P.M. on Christmas Eve for one week after Christmas Eve until 6:00 P.M. New Year's Eve, with this Christmas schedule to be alternated each year between the parties. The child's birthdays will be split between the parties each year. With regard to extended Summertime visitation, the Court finds that Mr. Gilbert shall be entitled to one (1) week extended Summer visitation with his child, the exact dates to be worked out between the parties, with no dimunition in child support during such visitation.

3. That based upon the income presently being earned by Mr. Gilbert, the Court finds that child support should be set in the sum of $354.00 per month, to be paid by Mr. Gilbert and disbursed to Geraldine M. Gilbert as follows:

Geraldine M. Gilbert
c/o Mr. and Mrs. Nunnery
4100 Ames Drive
Nashville, Tennessee 37218

for the support and maintenance of the parties' minor child, Brady E. Gilbert, Jr. Such support as set out herein meets the Child Support Guidelines as mandated by the State of Tennessee. For the month of May, 1996, Mr. Gilbert shall be Ordered to pay one-half (1/2) of the Court Ordered child support payment, or $177.00, plus the Clerk's commission of five per cent (5%), or $8.85, for a total of $185.85 through the Registry of the Clerk, and thereafter on the 5th day of June, 1996, and on the 5th day of each month thereafter, pending further Orders of this Court, Mr. Gilbert shall pay the sum of $354.00 per month as child support until the child has attained his majority or graduated with his graduating high school class, whichever event last occurs, pending further Orders of this Court. All payments shall be made through the Clerk of the Court, with the Clerk's customary commission of five per cent (5%) being added, for a

total monthly payment, commencing June 5, 1996, of $371.70. Unless specifically Ordered by the Court, such support shall not be reduced nor pro-rated.

4. With regard to health insurance for the parties' minor child, Mr. Gilbert shall continue to maintain the child on his health insurance and shall be responsible for the premium assessed thereon, and will be responsible for all reasonable and necessary hospital and medical expenses incurred not covered by insurance until Ms. Gilbert shall become employed, at which time Mr. Gilbert's liability for non-covered medical or hospital expense or falling within the deductible of any applicable health insurance shall be one-half (1/2) of such amount not covered by insurance and Ms. Gilbert shall be responsible for the other one-half (1/2) liability.

5. Mr. Gilbert shall be responsible for one-half (1/2) of the outstanding Davidson Academy tuition bill, and Ms. Gilbert shall be responsible for the remaining one-half (1/2) liability for the year commencing in the Fall of 1995 and terminating in May/June, 1996.

6. With regard to the medical bill the subject of the General Sessions action which was made an exhibit in Court in the amount of $1,461.45 in the case of Family Health Care & Rehabilitation vs. Geraldine M. and Brady Gilbert, Case No. 95GC-20957, Mr. Gilbert is hereby Ordered to pay one-half (1/2) of such medical bill and if reduced to judgment, one-half (1/2) of such judgment and Court costs.

7. Each party will be entitled to their own separate pension, free and clear of any right, title, or claim of the other party. Specifically, Mr. Gilbert shall be entitled as a Plan Participant (hire date 9/6/67 and termination date 8/18/90; SSN: [redacted]-9208, Plan Participant: Brady E. Gilbert, Sr.) to all right, title and interest in the deferred benefits through Arcata Graphics/Baird Ward Retirement Plan, through his previous employment with Baird Ward, now Quebecor Printing, of Nashville, Davidson County, Tennessee, at Thompson Lane and Powell Avenue,

P. O. Box 305127, Nashville, Tennessee 37230, Member of Quebecor Printing (U.S.A.) Group. Geraldine M. Gilbert as Plan Participant shall be entitled to any pension plan or retirement benefits through her previous employer, First American National Bank/First American Trust Company, free of any claim of Husband. The divestiture of such pension rights as to both parties shall be effective as of 5/14/96. The parties shall execute whatever documents are reasonably required to effect such divestiture.

8. With regard to the personal property, furniture and furnishings, Mr. and Mrs. Gilbert are each awarded their separate property acquired previous to the marriage. With regard to any furniture and furnishings acquired during the marriage, Ms. Gilbert shall be entitled to such personal property as her sole and separate property, free of any further right, title or claim of Mr. Gilbert.

9. Mr. Gilbert shall be granted all right, title and interest to his 1985 Buick Riviera, and Ms. Gilbert shall be entitled to her 1990 Buick LeSabre, free of any further right, title, or claim of the other party. Each party shall assume, indemnify, and hold the other party harmless from any indebtedness on such vehicles, specifically the indebtedness owed by Ms. Gilbert to GMAC for the remaining note on the Buick LeSabre, and any indebtedness owed to Car Credit by Mr. Gilbert on his 1985 Buick Riviera.

10. The Court awards the homeplace at 4149 Boyd Drive, Nashville, Davidson County, Tennessee 37218, to Mr. Gilbert, subject to a lien for the sum of $3,000.00, which the Court finds as Ms. Gilbert's equity in the property, which shall be paid by Mr. Gilbert to Ms. Gilbert within ninety (90) days from the date of entry of this Order. Mr. Gilbert shall be responsible and shall assume, hold, and indemnify Ms. Gilbert harmless from the first and second mortgages owed to Richard L. Jackson, and the security alarm debt. The Court Orders that these bills shall be timely paid. It is, therefore, the finding of this Court that all right, title, and interest to the following property is

hereby divested out of Geraldine M. Gilbert and reinvested in Brady E. Gilbert, Sr., which real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 95 on the Plan of Buena Vista Estates, Section 3, of record in Book 4175, page 139, Register's Office for said County.
>
> Said Lot No. 95 Fronts 75.0 feet on the westerly side of Boyd Drive and extends back 150.0 feet on the northerly line and 150.0 feet on the southerly line to a dead line in the rear, measuring 75.0 feet thereon.
>
> Being the same property conveyed to Brady E. Gilbert and wife, Geraldine M. Gilbert, by deed from David Vincent, Trustee, of record in Book 8349, page 694, Register's Office for Davidson County, Tennessee.

11. With regard to the federal individual income taxes and Tennessée unemployment taxes for the years 1991 through 1994, the Court finds that Mr. Gilbert shall assume, indemnify, and hold Ms. Gilbert harmless from any liability for underpayment, under reporting, failure to report, or any taxes or assessments or penalties, and finds her to be an innocent spouse pursuant to I.R.C. §6013(e) of the Internal Revenue Service Code.

12. The addresses and Social Security Numbers of the parties are as follows:

Brady E. Gilbert, Sr.
4149 Boyd Drive
Nashville, Tennessee 37218
SSN: [redacted]-9208

Geraldine M. Gilbert
c/o Mr. and Mrs. Nunnery
4100 Ames Drive
Nashville, Tennessee 37218
SSN: [redacted]-6591

13. D. Scott Parsley, Attorney for Wife, is hereby awarded a fee of $750.00, as a reasonable attorneys fee for representation of Ms. Gilbert, which is reduced to judgment against Brady E. Gilbert, Sr., for which execution shall issue if necessary.

14. The costs of this cause are hereby assessed against Brady E. Gilbert, Sr., likewise for which execution shall issue if necessary.

ENTER this 11th day of June, 1996.

JUDGE

APPROVED FOR ENTRY:

PHILIP W. DUER
ATTORNEY FOR PLAINTIFF
214 Third Avenue, North
P. O. Box 190638
Nashville, Tennessee 37219-0638
615/244-2070
Tennessee Supreme Court
Registration No. 4647

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed through the U. S. Mail, postage prepaid, this 16th day of June, 1996, to the following:

D. Scott Parsley, Esq.
Barrett, Johnston & Parsley
217 Second Avenue, North
Nashville, TN 37201

PHILIP W. DUER

cc: Mr. Brady E. Gilbert, Sr.

024583
IDENTIFICATION REFERENCE

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REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

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 11 day of JUNE , 19 96 , in the Case Number 95D2124 between GILBERT, BRADY E. SR. Plaintiff, and GILBERT, GERALDINE M. Defendant, as same remains of record in Book 258A , Page 163 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 05 day of NOVEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By C D Cook
Deputy Clerk

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