BK/VOL 10780 PG 876

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 NOV 24 PM 3:53

RICHARD R. ROOKER, CLERK

D.C.

WILMA J. SULLIVAN,

Plaintiff,

v.

No. 96D-849

MICHAEL T. SULLIVAN,

Defendant.

PICK-UP

98 FEB -3 PM 3:12

DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

03396876

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 20th day of October, 1997, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Divorce and Husband's Answer and Counter-Complaint thereto. It appearing to the Court that the parties have reached agreement in this matter, the terms of which they have announced to this Court and asked that the Court approve and make an order of the Court. The Court approves the same in all aspects and makes the announcement an order of this Court as follows:

1. The parties stipulate that Wife has grounds for divorce against Husband pursuant to T.C.A. §36-4-103. If the Court were to hear the divorce, it would find that Wife has proven her grounds for divorce.

2. It is **ORDERED, ADJUDGED AND DECREED** that Wife , Wilma J. Sullivan, is awarded all right, title and interest in the real property located at 1030 Dozier Place, Nashville, Davidson County, Tennessee, the legal description of which is found in Book 6916, Page 715, Register's Office of Davidson County, Tennessee, Map/Parcel No: 15DA-4610, Map No. 72-10, Parcel 57, more particularly described as:

> Land in Davidson County, Tennessee, being the easterly 100 feet of the westerly 200 feet of Lot No. 36 on the Map of Capital Dozier Place, of record in Book 974, Page 51, Register's Office of Davidson County, Tennessee, described as follows:
>
> Beginning at a point in the southerly margin of Dozier Place, 100 feet east of the northeast corner of Lot No. 9 and the northeast corner of Lot No. 36 of said plan; thence with the said margin of said Dozier Place, Eastwardly 100 feet to a point; thence Southwardly 185 feet, more or less, to a point in the south line of said Lot No. 36; thence with said line of said Lot No. 36, Westerly 100 feet to a point; thence Northwardly 177.5 feet, more or less, to the point of beginning.

Being the same property conveyed to Michael T. Sullivan, et ux, Wilma Jean Sullivan, by deed from Pauline Hall Duncan, of record in Book 6916, Page 715, Register's Office for Davidson County, Tennessee.

Wife will be responsible for repayment of the first and second mortgages thereon and hold Husband harmless, beginning November 1, 1997.

3. Michael T. Sullivan, husband will be awarded all right, title and interest in his business known as Wholesale Outlet and all equipment, fixtures and inventory and accounts receivable therein.

4. Husband will be responsible for all indebtedness and liabilities whatsoever associated with the business and its operation, hold Wife harmless thereon.

5. Husband will be awarded all right, title and interest in his sixteen shares of Ford Motor Company common stock, in the approximate value of which is $772.00.

6. Wife will be awarded all right, title and interest in the Grange Life Insurance Policy No: 65336, date of purchase October 28, 1987 on her life, with an approximate cash value of $2,105.00.

7. Husband will be awarded all right, title and interest in the J. C. Bradford Account No: 101-84456-1-7-019. The balance as of December 31, 1996, of this account is in the approximate amount of $7,947.00.

8. Husband has by virtue of his employment with the Ford Motor Company a Retirement Plan. The parties are in agreement that Wife shall be awarded one-half (½) of the pension benefits Husband will receive as a result of his employment with Ford Motor Company which have vested from the date of marriage, October 2, 1985 until the date of divorce, October 20, 1997. Counsel shall prepare a Qualified Domestic Relations Order. Mr. Sullivan shall cooperate in the production of and take all actions necessary to effectuate the intent of this Agreement as concerns Wife receiving her interest in the Ford Motor Company Pension.

9. Wife will be awarded all right, title and interest in Michael T. Sullivan's "Fidelity Investment Ford Motor Company Tax Efficient Savings Plan" under Social Security No: [redacted]72-[redacted]7, which has an approximate value as of December 31, 1996, in the amount of $88,041.13. The parties are further in agreement that Husband has made no withdrawals from this account since the parties' date of separation as stated in her complaint for divorce. Husband will take whatever action necessary to effect the change of this account from himself to Wife, Wilma J. Sullivan, individually and do so within thirty (30) days of this agreement.

10. Husband will be awarded all right, title and interest in his First Union personal checking account. Husband will be awarded all right, title and interest in the Ford Motor Company credit union account in the approximate amount of $3,000.00.

11. Wife will be awarded the 1995 Mustang GT. She will assume the indebtedness owing thereon and hold Husband harmless.

12. Husband will be awarded all right, title and interest in the parties' 1996 Internal Revenue Service ~~return~~ refund MEF in the amount of $2,882.32. Wife has signed the check and returned it to counsel for husband on this date.

13. Each party will pay the credit cards in their name solely. It is further **ORDERED, ADJUDGED AND DECREED** that Wife will be responsible for and hold Husband harmless for the remaining indebtedness owing on the joint Ford Citibank Visa, Account # 4128-0031-5786-9531. Husband has not since separation made any charges on this card and will not do so.

14. The parties are further in agreement that Husband will cancel whatever life insurance he has insuring Wife's life.

15. It is **ORDERED, ADJUDGED AND DECREED** that Husband will pay to Wife rehabilitative alimony in the amount of $800.00 per month for a period of 60 months. The first payment shall be due and payable directly to Wife on November 1, 1997, and the 1st of each and every month thereafter for sixty (60) months.

16. The parties are further in agreement that Wife will turn over to Husband any and all business records in the home place that she can locate.

17. It is further **ORDERED, ADJUDGED AND DECREED** that Husband's personal property will be returned to him on November 8, 1997, at 2:00 p.m. Wife will be responsible for packing the items which the parties stipulate are few in number and will have them ready for Husband to pick up outside Wife's residence on November 8, 1997.

18. It is further **ORDERED, ADJUDGED AND DECREED** that Michael T. Sullivan shall pay to D. Scott Parsley, as partial attorney fees for Wife and further as a division of marital property, the amount of $4,000.00. These fees shall be received by D. Scott Parsley from Mr. Sullivan no later than October 31, 1997, by the close of business.

19. The parties are further in agreement that Husband will convert to Wife the medical, dental, optical, etc. insurance which she currently enjoys as a result of his employment with the Ford

Motor Company, under the COBRA law. The parties are further in agreement that Mr. Sullivan shall be responsible for effectuating this change in insurance coverage and further shall pay all premiums associated therewith. It is **ORDERED, ADJUDGED AND DECREED** that Husband shall maintain Wife on the medical, dental, optical, etc. insurance for a period of twenty-four (24) months after its conversion, pursuant to the terms of his employer. Wife will be responsible for all medical costs not covered by the insurance.

20. It is further **ORDERED, ADJUDGED AND DECREED** that the remaining amount of Wife's attorney's fees shall be borne by her in the amount of $4,179.54, which amount shall constitute a lien on the residence located at 1030 Dozier Place, which amount is reduced to judgment for which let execution issue if necessary.

21. It is further **ORDERED, ADJUDGED AND DECREED** that the costs of this cause are assessed against Michael T. Sullivan, for which let execution issue if necessary.

The addresses of the parties are as follows:

Wilma J. Sullivan
1030 Dozier Place
Nashville, TN 37216

Michael T. Sullivan
117 Brixworth Lane, Apt. 9
Nashville, TN 37205

Enter this 24th day of November, 1997.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
(615) 244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on the Honorable James S. Higgins, Jacobs & Holt, 311 White Bridge Road, Nashville, TN 37209-3237, by placing same in the U. S. Mail, postage prepaid, on this 25 day of November, 1997.

D. SCOTT PARSLEY

BOOK 10780 PG 880

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 24 day of NOVEMBER , 19 97 , in the Case Number 96D849 between SULLIVAN, WILMA J. Plaintiff, and SULLIVAN, MICHAEL T. Defendant, as same remains of record in Book 275B , Page 994 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 31 day of DECEMBER in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

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