10-16-78 /
145C/1853

LAVADA ANN GILPIN) IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

VS.)

NO. 92829

REGINALD M. GILPIN)

Instr:200008010075637 Page: 1 OF 5
REC'D FOR REC 09/01/2000 8:47:23AM
RECORD FEE: $22.00
ST. TAX: $0.00 T. TAX: $0.00

FINAL DECREE

This cause came on for hearing on this the 10th day of October, 1978 before the Hon. Hamilton Gayden, Judge of the First Circuit Court of Davidson County, Tennessee upon the original complaint filed by the complainant, Lavada Ann Gilpin, personal service upon the defendant, judgment by default beretofore entered, testimony of witnesses heard in open Court, statement of counsel, submission of a property settlement agreement to the Court and upon the entire record. From all of which the Court finds as follows:

That it appears to the Court from the testimony of Complainant that the differences between the parties are such that cannot be reconciled.

It is therefore ORDERED, ADJUDGED, and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the complainant, Lavada Ann Gilpin is hereby awarded an absolute divorce from the defendant, Reginald M. Gilpin upon the grounds of irreconciliable differences and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears the parties have entered into a property settlement agreement which is in words and figures as follows:

PROPERTY SETTLEMENT
AND
CUSTODY AGREEMENT

This agreement made and entered into by and between Lavada Ann Gilpin, hereinafter called the "wife" and Reginald Montgomery Gilpin, hereinafter called the "husband", at Nashville, Tennessee on this the 30 day of ~~August~~ September, 1978.

WITNESSETH:

That whereas the parties are man and wife and certain marital difficulites have arisen between the parties resulting in the wife filing a complaint for absolute divorce in the Circuit Court of Davison County, Tennessee, and with the differences between the parties being irreconcilable, the parties have agreed as follows:

1. The complainant shall receive custody of the two minor children of the parties, to wit, Patrick Kason Gilpin, age Thirteen and Kenneth Scott Gilpin, age sixteen years with all reasonable rights of visitation awarded the husband, provided he is not or has not partaken of alcoholic beverages, and provided the children desire to go with the husband.

2. The husband shall pay to the wife the sum of $100.00 per week for the support and maintenance of the two minor children.

3. The wife shall receive the homeplace of the parties located at 4811 Danby Drive to be hers absolutely.

4. The wife shall receive the household furniture and furnishings of the parties located in the homeplace.

5. The husband shall maintain hospitalization and medical insurance on the two minor children and will pay all necessary medical and dental expenses not covered by the insurance.

6. The husband agrees to keep in force the Andrew Jackson Life Insurance Policy with the wife as beneficiary, or he may cash out the same and pay the proceeds to the wife to be placed in a trust account for the college education of the minor son, Kenneth Scott Gilpin, if he does not desire to continue paying the premiums required thereon.

7. The husband agrees to pay the debts and obligations of the parties as follows.

1. Mastercharge
2. Bankamericard
3. Cain Sloan (husband's name)
4. Associates Capitol
5. Brooks Pharmacy
6. All doctor and medical bills due at the time of the execution of this agreement.

8. The wife shall retain her automobile which is titled in her own name.

9. Each party shall retain their own personal property such as personalitems , jewerly, and other similar items, free and clear of the claim of each other.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. It approved by the Court, said agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties but solely of their own free will and accord.

/s/ Anne F. Gilpin
WIFE

/s/ Ruby B. Wills
WITNESS

/s/ Reginald M. Gilpin
Husband

/s/ Donna Reynolds
WITNESS

ADD: The husband shall be allowed to claim the two minor children Kenneth Scott Gilpin and Patrick Kason Gilpin, as dependents provided the $100 per week for support and maintenance of siad minor children remains constant.

INITIAL/s/ AFG WIFE /s/ RMG HUSBAND

It is therefore ORDERED and DECREED the complainant is hereby awarded the homeplace of the parties located at 4811 Danby Drive, Nashville, Tennessee to be hers absolutely and in fee simple and any right, title or interest the defendant has in and to the same is hereby divested from him and reinvested in the complainant to be hers absolutely and in fee simple.

Said real property is more particulary described in words and figures as follows, to wit,:

> Being lot No. 228, on the Plan of Caldwell Hall Subvision, Section 1, of record in Book 2900, pages 57, 58 and 59, Register's Office for said County.
>
> Said lot No. 228 fronts 80 feet on the westerly side of Dandy Drive and runs back between lines 115 feet on the northerly line and 137 feet on the southerly line to a broken line at the rear on which it measures 141.3 feet thereon.
>
> Being the same property conveyed to Reginald M. Gilpin and wife Anne Gilpin by warranty deed from Larry H. Barnes and wife, Diana S. Barens of record in Book 4369 page 359, Register's Office, Davidson County, Tennessee.

It is further ORDERED and DECREED the defendant shall pay to the wife the sum of $100.00 per week for the support of the two minor children.

It is further ORDERED and DECREED the complainant is awarded custody of the two minor sons, to wit, Patrick Kason Gilpin, age 13 and Kenneth Scott Gilpin age 16 with the visitation rights to defendant as specified in the agreement above.

It is further ORDERED and DECREED the defendant shall maintain hospitalization and medical insurance on said minor children and will pay all necessary medical and dental expenses not covered by the insurance.

It is further ORDERED the defendant shall keep in force the Andrew Jackson Life Insurance Policy with the complainant as beneficialy or he may cash out the same and pay the proceeds to complainant to be placed in a trust account for the college education of the minor son, Kenneth Scott Gilpin if he does not desire to continue paying the premiums thereon.

It is further ORDERED and DECREED the complainant is awarded the household furniture and furnishings of the parties to be hers absolutely.

It is ORDERED ADJUDGED and DECREED that all portions of the Property Settlement incorporated herein are hereby approved by the

Court and made the judgment hereof in all respects.

The defendant will pay the cost of this cause for all of which let execution issue if necessary.

JUDGE

APPROVED FOR ENTRY

ATTORNEY FOR COMPLAINANT

CERTIFICATE

I certify a copy of this final decree has been mailed to the defendant, Reginald Montgomery Gilpin on this the 16 day of October, 1978.

ATTORNEY

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 FIRST Circuit Court for Davidson County, Tennessee, on the 16 day of OCTOBER , 1978 , in the Case Number 92829 between GILPIN, LAVADA ANN F P Plaintiff, and GILPIN, REGINALD M Defendant, as same remains of record in Vol. 145C , Page 01853 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 18 day of JULY in the year two thousand and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

BY _____ Deputy Clerk