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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE
(FIFTH CIRCUIT COURT BY INTERCHANGE)

JAN 22 PM 3:55

GERALD L. WINKLE )
)
vs. ) No. 89D-4261
)
CAROLE ANN MILLER WINKLE )

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 27th, 28th and 29th days of November, 1990, before the Honorable Walter C. Kurtz, Judge of the Fifth Circuit Court for Davidson County, Tennessee, sitting by interchange for the Probate Court of Davidson County, Tennessee upon the complainant's Petition for absolute divorce, Answer and Counter-Petition for divorce from bed and board, testimony of the parties and witnesses in open Court and statement of counsel, from all of which the Court finds and rules as follows: it is

**THEREFORE ORDERED, ADJUDGED AND DECREED** that Carole Ann Miller Winkle should be and is hereby awarded an absolute divorce from Husband, Gerald L. Winkle, on the ground of Cruel & Inhuman Treatment and is hereby restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Wife, Carole Ann Miller Winkle shall be awarded all right, title and interest in the homeplace located at 1333 Winthorne Drive, Nashville, Davidson County, Tennessee together with any and all equity that Husband may have in said property all of which shall be awarded to Wife as alimony in solido. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband, Gerald L. Winkle, shall pay the house payment for a period of three (3) months from the date of this Ruling (November 29, 1990) as support for the Wife, and, the Wife will be responsible for the debt of the homeplace and hold the Husband harmless thereon. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that Wife, Carole Ann Miller Winkle, is hereby awarded all right, title and interest in

the ownership of the boat, which was marital property. Further, the Wife is obligated to pay the debt owed on the rental slip of the boat, that is due to Cove Mariner. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Wife, Carole Ann Miller Winkle, is hereby awarded all right, title and interest to the income tax refund check of the parties. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband, Gerald L. Winkle, as additional support for the Wife is hereby Ordered to provide the Wife with a leased vehicle for a period of eighteen (18) months from the date of this Ruling (November 29, 1990), which vehicle shall be reasonable and appropriate transportation. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Wife, Carole Ann Miller Winkle, is hereby awarded all right, title and interest in her IRA account together with any and all other bank accounts in her name. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband, Gerald L. WInkle is hereby awarded all right, title and interest in his IRA account as well as any other bank accounts which are presently in his name but which have not previously been mentioned in this Order. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband, Gerald L. Winkle is awarded all right, title and interest to the company to wit: Collegiate Services, Inc. and the Wife shall be divested of any right, title or interest in said corporation and all interest shall vest solely in the Husband, It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband, Gerald L. Winkle is responsible for any and all debts associated with the above described corporation and shall hold the Wife harmless thereon. The Husband is further awarded all notes or loans payable to the corporation or to him individually which the Court considers to be assets for the purposes of division of marital property. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband, Gerald L. Winkle is hereby ordered to pay to Wife, Carole Ann Miller Winkle, the sum of $2,000.00 per month for a period of eighteen

(18) months for support and maintenance pursuant to T.C.A. 36-5-101, beginning with the month of December, 1990. At the conclusion of the 18 month period, the Husband shall pay the sum of $1,300.00 per month for the support and maintenance of the Wife until her death, remarriage, or further orders of the Court. It is

FURTHER ORDERED, ADJUDGED AND DECREED that the Husband, Gerald L. Winkle, as additional support for the Wife, is hereby ordered to maintain major medical insurance on the Wife, Carole Ann Miller Winkle until her death, remarriage or further orders of the Court. Further, said insurance shall either be the Pru-Care policy or its equivalent until such time as she meets the requirements for Medicaid or Medicare. Further, if Wife chooses to continuing the Blue Cross/Blue Shield policy which is in effect at this time, she shall be allowed to do so at her own cost and the Husband shall make any documents related to said insurance in his possession available to the Wife and shall cooperate with the Wife in her efforts to secure said insurance. It is

FURTHER ORDERED, ADJUDGED AND DECREED that the Husband, Gerald L. Winkle, as additional support for the Wife is hereby ordered to pay necessary dental expenses and will be responsible for reasonable and necessary optical expenses of the Wife, Carole Ann Miller Winkle until her death, remarriage or further orders of the Court. It is

FURTHER ORDERED, ADJUDGED AND DECREED that the Husband, Gerald L. Winkle, is hereby ordered to maintain a $100,000.00 life insurance policy with Wife being irrevocably beneficiary for so long as he owes a support obligation to the Wife with said insurance to be paid to the Wife in the event of his death. It is

FURTHER ORDERED, ADJUDGED AND DECREED that the Husband, Gerald L. Winkle is hereby awarded the following personal property, to wit: Waterbed in second bedroom, two (2) blue couches, all plants which were described at trial, the end table and lamp. It is

FURTHER ORDERED, ADJUDGED AND DECREED that the Wife Carole Ann Miller Winkle, is hereby awarded the following personal property, to wit: Two (2) floral pattern couches in the living room, den

television, and any and all other household furnishings presently in the parties' marital residence not listed herein. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that each of the parties shall execute any and all necessary documents, deeds, bills of sale, and such other instruments as are necessary to effectuate the transfer of legal title in and to the various properties awarded to the parties. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband, Gerald L. Winkle shall pay the Wife's attorney's fees in the amount of $6,500.00 which is a judgment and is necessary for the support and well-being of Wife. Said amount shall be paid directly to Wife's attorney Carol L. Soloman, for which execution shall issue if necessary. It is

**FURTHER ORDERED, ADJUDGED AND DECREED** that the costs of this cause shall be assessed against the Husband, for which execution shall issue if necessary.

**ENTERED** this 16 day of Jan, 1991.

HONORABLE WALTER C. KURTZ
Judge of the Fifth Circuit Court
By interchange

APPROVED FOR ENTRY:

Carol L. Soloman #6649
Attorney for Wife
One Church Street-Suite 300
Nashville, TN 37201
615/242-3416

Phillip Robinson #9023
Attorney for Husband
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615/242-5453

**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 FINAL DECREE OF DIVORCE heretofore entered in the 7 Circuit Court for Davidson County, Tennessee, on the 22 day of JANUARY , 1991 , in the Case Number 89D4261 between WINKLE, GERALD L Plaintiff, and WINKLE, CAROLE ANN MILLER Defendant.

**IN TESTIMONY WHEREOF,** I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 07 day of MARCH in the year two thousand eleven and in the 234th year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By _____
Deputy Clerk

SEAL

