Karen Johnson Davidson County
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20190328-0028139

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 THIRD Circuit Court for Davidson County, Tennessee, on the 29 day of AUGUST, 2016, in Docket Number 15D859 between GILLUM, GARY K. SR., Plaintiff, and GILLUM, ANN MARIE, Defendant, as same remains of record in 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 28 day of MARCH in the year two thousand nineteen and in the 242nd year of American Independence.

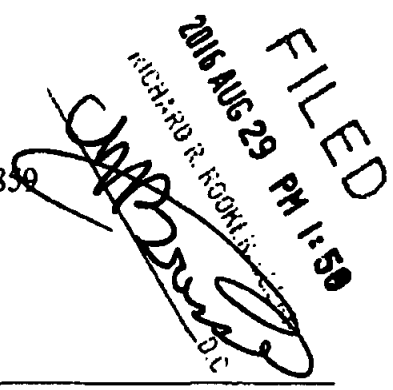
RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL] RICHARD R. ROOKER CIRCUIT COURT CLERK

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

GARY K. GILLUM, SR.,	)	
	)	
Plaintiff/Husband,	)	
	)	
v.	)	Docket No. 15D-859
	)	
ANN MARIE GILLUM,	)	
	)	
Defendant/Wife.	)	



FINAL DECREE OF DIVORCE

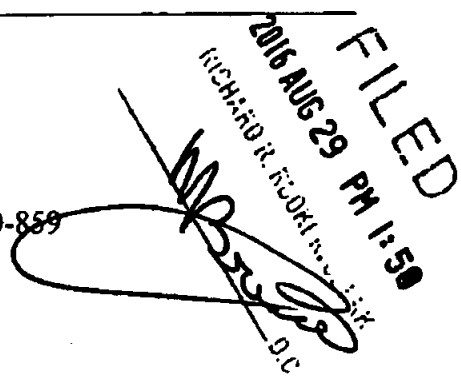
This cause came to be heard on the 29th day of August, 2016, by the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the Husband's Complaint for Absolute Divorce, filed on the 6th day of May, 2015, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Husband should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the Husband, GARY K. GILLUM, SR., should be and is hereby granted an absolute divorce from the Wife, ANN MARIE GILLUM, upon the grounds of irreconcilable differences, and that he should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement heretofore executed by the parties ~~are~~ is hereby adopted in ~~their~~ its entirety as an Order of this Court, and more particularly set out as follows, to wit:

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

GARY K. GILLUM, SR.,	)	
	)	
Plaintiff/Husband,	)	
	)	
v.	)	Docket No. 15D-859
	)	
ANN MARIE GILLUM,	)	
	)	
Defendant/Wife.	)	



MARITAL DISSOLUTION AGREEMENT

WHEREAS, ANN MARIE GILLUM, (hereinafter referred to as the "Wife") and GARY K. GILLUM, SR., (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that the Husband has filed suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court of Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, under Docket No. 15D-859; and,

WHEREAS, the parties own real property as well as some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

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I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other.

II. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property and shall be awarded all right, title and interest in the 2003 Lexus SC that she drives as her vehicle titled in the Wife's name individually. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as her sole property, free and clear of any claim of the Husband. The parties have a title loan against said vehicle to Old Town Lending. The current outstanding balance of said loan is approximately $8,500.00. Beginning September 1, 2016, the parties agree to equally divide the monthly payment associated with said loan, until said loan is paid in full and neither party shall take out additional funds from said loan. It is further agreed that for any other liabilities or encumbrances on said vehicle, the Wife shall be solely responsible for any debts and encumbrances thereon, and that she shall indemnify and hold the Husband harmless thereon.

It is agreed by and between the parties that the Husband shall keep as his sole property the 1993 Harley Davidson Super Glide that he drives as his vehicle, titled in the Husband's name individually. There is no debt associated with this vehicle. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband so that the Husband shall

own said vehicle as his sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that he shall indemnify and hold the Wife harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that each party shall be divided as shown on attached exhibit"A."

c) Bank Accounts. It is agreed by and between the parties that they do not have any joint bank accounts.

It is further agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

IV. REAL PROPERTY.

It is agreed by and between the parties that Wife owns a residence and real property located at 3838 Priest Lake Drive, Nashville, Davidson County, Tennessee, and more particularly described below. It was purchased during the marriage but it is titled in Wife's name only. There is no mortgage associated with this property. The Wife shall be awarded all right, title and interest in said property, free and clear of any interest or claim of the Husband. Any

interest of the Husband shall be divested from him and reinvested in the Wife. It is further agreed by and between the parties that the Wife shall be solely responsible for any encumbrance on the aforesaid real property and that she shall indemnify and hold the Husband harmless thereon. The parties acknowledge that the home has no mortgage.

The aforesaid property located at 3838 Priest Lake Drive, Nashville, Davidson County, Tennessee is more particularly described as follows:

> *Being Unit No. 2, located on Lot 12, Heritage Village of Priest Lake Park Condominiums, of record in Book 4860, page 98, said Register's Office of Davidson County, Tennessee, and by Master Deed of record in Book 5097, page 855, said Register's Office, to which reference is hereby made for a more completer description of said lot.*
>
> *Being the same property conveyed to Ann Marie Gillum, by deed from Katheryn M. Woodul, Trustee of the Albert W. Woodul and Kathryn M. Woodul Revocable Living Trust and Katheryn M. Woodul, individually of record in Instrument No. 20110504-0034085, Register's Office for Davidson County, Tennessee.*

It is further agreed by and between the parties that parties own a residence and real property located at 1176 Timber Valley Drive, Nashville, Davidson County, Tennessee, and more particularly described below. Said property is titled in the name of the parties jointly and financed in the name of the Husband individually. The Husband shall be awarded all right, title and interest in said property, free and clear of any interest or claim of the Wife. Any interest of the Wife shall be divested from him and reinvested in the Husband. The Husband shall own this property, free and clear of any interest or claim of the Wife, and any interest of the Wife shall be divested from her and reinvested in the Husband. It is further agreed by and between the parties that the Husband shall be solely responsible for the encumbrance on the aforesaid real property and that he shall indemnify and hold the Wife harmless thereon.

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The aforesaid property located at 1176 Timber Valley Drive, Nashville, Davidson County, Tennessee is more particularly described as follows:

A certain tract or parcel of land located in Davidson County, Tennessee, described as follows to-wit:

Beginning at the northwest corner of Lot 116-B, Zone Lot Division Lot 116 East Lake Subdivision, Section 4, as of record in Book 6250, page 109, R.O.D.C., TN;

Thence, along the westerly line of said lot 116-B, S 46 deg.-08'-47" W, 139.70 feet;

Thence along southerly line of said Lot 166-B, S 49 deg. -33'-16" E. 44.36 feet;

Thence, leaving said Lot 116-B, S 43 deg. -12'-27" W. 81.84 feet;

Thence, N 49 deg.-33'-16" W, 108.87 feet;

Thence N 46 deg.-08'-47" E, 231.51 feet;

Thence, along the southerly margin of Timber Valley Drive with a curve to the left, an arc distance of 60.14 feet, said curve having a radius of 630.00 feet, and a chord of S 40 deg. -21'-08" E, 60.11 feet to the Point of Beginning and Containing 17,370 square feet.

Being a portion of the property conveyed to M.N.A.A. in Book 8740, page 28, R.O.D.C., TN.

Also being

Lot 116B, Zone Lot Division Lot 116, First Revision Resubdivision of Zone Lot Division Lots 114 A&B, 115 A&B, 116 A&B Section Four, East Lake Subdivision, Section Four, of record in Plat Book 8250, page 889, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Gary K. Gillum, Sr. and wife Ann Marie Gillum, by deed from Gary K. Gillum Sr., of record in Instrument No. 20050214-0016549, Register's Office for Davidson County, Tennessee.

V. RETIREMENT PLANS.

The parties acknowledge that neither party has acquired an interest in any retirement/pension/profit-sharing plan.

VI. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred joint marital debt.

It is agreed by and between the parties that Wife shall be responsible for the following debts and shall hold the Husband harmless for the same: HOA fees and property taxes for 3838 Priest Lake Drive, Nashville, TN; the attorney lien to Lee Marsden in the principle amount of $12,000.00; Wife's student loans; Wife's credit cards in her individual name and Wife's medical bills.

It is agreed by and between the parties that Husband shall be responsible for the following debts and shall hold the Wife harmless for the same: Husband's credit cards in his individual name and Husband's medical bills.

It is agreed by and between the parties that Husband and Wife shall split equally the IRS tax lien in the approximate amount of $30,021.62; and the debt to Old Town Lending in the approximate amount of $8,500.00. The parties shall equally divide the monthly payments associated with said debts until they are paid in full.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein and that they shall each indemnify and hold the other harmless thereon.

The parties acknowledge that this decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt. It

may be in the party's best interest to cancel, close or freeze any jointly held accounts per Tennessee Code Annotated §36-4-134.

VII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

VIII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

IX. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2015. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties further agree that they shall each file a separate income tax return for the 2016 tax year, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for the 2016 tax year. Further, each shall receive any federal income tax refund on their separate returns for the 2016 tax year as their sole and separate property, free and clear of any interest of the other party.

X. ATTORNEY FEES AND REPRESENTATION.

It is agreed by and between the parties that each party shall pay his/her own attorney fees in this matter. Wife is represented by Lewis A. Williams of the Law Offices of James A. Flexer. Husband is represented by Cynthia J. Bohn.

XI. COURT COSTS.

It is agreed by and between the parties that the remaining court costs in this action shall be taxed to the parties equally.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XIV. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XV. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVI. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XVII. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVIII. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XIX. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XX. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax

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ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESS OUR HANDS, this 29th day of August, 2016 as to the Wife, and this 29th day of August, 2016 as to the Husband.

Ann Marie Gillum
ANN MARIE GILLUM

Gary K. Gillum, Sr.
GARY K. GILLUM, SR.,

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, ANN MARIE GILLUM, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 29th day of August, 2016.

Notary
NOTARY PUBLIC My Commission expires: 7-5-2020

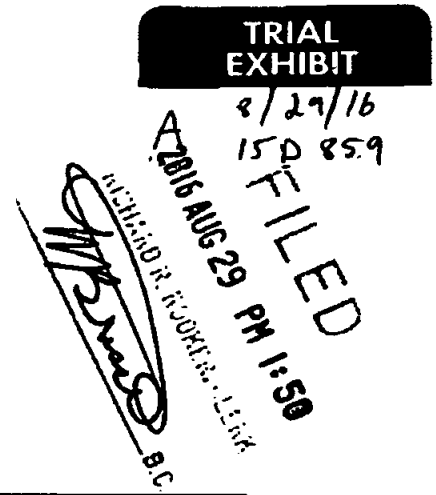
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, GARY K. GILLUM, SR., with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 29th day of August, 2016.

Notary
NOTARY PUBLIC My Commission expires: 7-5-2020

LEWIS A. WILLIAMS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 7-5-2020



Extra Copy

.LANCE SHEET OF ESTIMATED MARITAL ASSETS AND DEBTS

1. SEPERATE ASSETS (purchased pre-marrige)	VALUE	WIFE	HUSBAND	EXIBIT
wife Antique Armoire		X		
wife Lions Chair		X		
wife Marble Columns		X		
H Wrought iron bed frame		X		
W Antique phone		X		
H living room coffee table		X		
H Leather Jacket			X	
H Tall Bedroom Armoire			X	
H Antique Dinning set			X	
H Miscellanious hand tools			X	
W Home 3838 Prest Lake Dr. (bought with gift money)		X		This property was purchased with money I received as a gift from Bill Cleary.
				Gary agnoliges this in discovery #15 I can call him as a witness to giving $110,000 to me
2. MARITAL ASSETS (paid for during marrige)				
Properties				-
H Home 1176 Timbervalley (I want him to sell)	$95,000.00	$47,500.00	$47,500.00	Gary clams the appraisal came back at $95,000 ... the tax appraisal is $105,700 ..
Antique Furniture				He bought in 1991 and we married 1998 and we lived and paid for together 18 years
H French Curio Cabinet	$850.00	$850.00		
W Red Velvet antique sofa	$100.00	$100.00		
H Antique bed table	$300.00	$300.00		
W Sm. Red Armoire	$650.00	$650.00		
W Antique Clock	$100.00	$100.00		
W Antique Mirror Large	$500.00	$500.00		
Home Furnishings & Misc.				
1/2 Crystal glassware	$120.00	$120.00		
1/2 each China Dinnerware	$80.00	$80.00		
H Washier & Dryer	$300.00		$300.00	Sonenio #1
W Red velvet comforter	$40.00	$40.00		
W Lions Head glass table	$400.00	$400.00		
~~1/2~~ Metal detectors	$300.00	$150.00	$150.00	
~~1/2~~ Tanning equipment	$800.00		$800.00	
W collectors Barbies	$50.00	$50.00		
W massage table	$75.00	$75.00		
H girls bicycle	$50.00	$50.00		
W driftwood candle	$15.00	$15.00		
W fir pillows	$25.00	$25.00		
W exercise mat	$5.00	$5.00		
H wooden base end table w/marble top	$50.00	$50.00		
1/2 ea brass and marble table	$25.00	$25.00		
~~1/2~~ ea misc. blankets and comforters	$20.00	$20.00		
W two hands touching framed picture	$10.00	$10.00		
W lamp with light in bottom	$30.00	$30.00		
Misc. home furnishings (i.e.: Bed, liens, dishes, cookware)	$400.00	$400.00	$400.00	

	two gold mirrors	$30.00	$30.00		
	Horizonal mirror	$10.00	$10.00		
	two bathroom mirrors	$25.00	$25.00		
	one bathroom candle sconce	$25.00	$25.00		
	tools in the shed (i.e.: lawn mowers, hand tools, camping gear.	$600.00		$600.00	
	Collectable Memorabilia				
	Mohammad Ali boxing glove signed	$650.00	$650.00		
	Einstein signature	$900.00	$900.00		
	Jimmy Carter signed book	$250.00	$250.00		
	Wizard of Oz	$250.00	$250.00		
	Misc. Signatures of other stars	$600.00	$600.00		
	Collectable Musical Instruments				
	Fender Stat	$850.00		$850.00	
	Les Paul	$1,500.00		$1,500.00	
	Classical Takamine	$650.00		$650.00	
	Marshall Amp	$800.00		$800.00	
	Audio, TV, and Computer Equipment				
	Computer	$200.00		$200.00	
	Bose system Large	$600.00		$600.00	
	Bose system sm	$300.00	$300.00		
	Flat Screen tv sm	$300.00	$300.00		
	Flat Screen tv lg	$200.00		$200.00	
	Guns and Ammo				
	Two AR-15	$1,800.00	$900.00	$900.00	This was purchased during marriage
	Two Glocks	$1,200.00	$600.00	$600.00	This was purchased during marriage
	Rifle	$850.00		$850.00	This was purchased during marriage
	Y2K Ammo and clips we spent estimated	$20,000.00	$10,000.00	$10,000.00	This was purchased during marriage
	Vehicles				
	Car Lexus 2003	$10,000.00	$10,000.00		This car is poor condition and has major machanical problems ..
	Lexus key Gary has	$100.00	$100.00		
	Crystler concord	$2,000.00		$2,000.00	B
	Motorcycle Harley Custom Super Glide 1993	$8,000.00		$8,000.00	He claims he owned before marriage but we were still paying on it while we were married
	2. TOTAL	**$152,985.00**	**$76,485.00**	**$76,900.00**	

3. INVESTMENTS AND STOCKS	**VALUE**			
Remind Cap stock	**$0.00**	50%	50%	
3. TOTAL	**$0.00**			

It is, further, **ORDERED, ADJUDGED, and DECREED** that any unpaid court costs should be and are taxed to the parties equally, for which execution may issue if necessary.

It is, further, **ORDERED, ADJUDGED, and DECREED** that Lewis A. Williams and the Law Offices of James Flexer are hereby relieved of any further responsibilities relative to the representation of the Husband in this cause.

The addresses of the parties at the time of the Final Decree of Divorce are as follows:

Husband	Wife
Gary K. Gillum, Sr.	Ann Marie Gillum
1176 Timber Valley Drive	553 Hickory Trial Drive
Nashville, TN 37214	Nashville, TN 37214

IT IS SO ORDERED.

ENTERED THIS THE 29 DAY OF AUGUST, 2016.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

LAW OFFICES OF JAMES A. FLEXER,

Lewis A. Williams, (B.P.R. 024801)
Attorney for Defendant/Wife
1900 Church Street, Suite 400
Nashville, TN 37203
(615) 255-2893
Fax: (615) 242-8849

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Cynthia J. Bohn, Esq.
Attorney for Plaintiff/Husband
603 Woodland Street
Nashville, TN 37206

This the 29th day of August, 2016.

Lewis A. Williams