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4-11-80
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

76-1-643R.

MIKE SAWYER)
)
COMPLAINANT)
)
VS.) No. 99019
)
) BOOK 5611 PAGE 514
GWENDOLYN JO SAWYER)
)
DEFENDANT)

FINAL DECREE

This cause came on to be heard on this 11th day of April, 1980, before the Honorable Benson Trimble, Judge of the Circuit Court for Davidson County, Tennessee, upon the complaint for absolute divorce, the testimony of Complainant, statement of Complainant's counsel and the entire record; and it appearing to the Court from the proof and the pleadings that irreconcilable differences exist between the Complainant and the Defendant; and that the Complainant is entitled to an absolute divorce from the Defendant; wherefore, his Complaint is accordingly sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court:

1. That Complainant, Mike Sawyer, is hereby granted an absolute divorce from the Defendant, Gwendolyn Jo Sawyer; that the bonds of matrimony heretofore existing between them be and the same hereby are absolutely and forever dissolved; and that the parties are hereby restored to all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by the parties and submitted to the Court be approved and made an order of this Court, as copied verbatim below:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1979 DEC 12 PM 2

GEORGE L. ROOKER, CLERK

MICHAEL DAVID SAWYER)
) 216 D.C.
Complainant)
)
vs.) No. 99019
)
GWENDOLYN JO SAWYER)
)
Defendant)

PROPERTY SETTLEMENT

THIS AGREEMENT, made and entered into this 5 day of Dec., 1979, by and between MICHAEL DAVID SAWYER and GWENDOLYN JO SAWYER:

W I T N E S S E T H:

WHEREAS the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW THEREFORE, said parties hereto, for and inconsideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Husband shall have the permanent care and custody of the minor children of the parties with the right and privilege of the wife to visit with and have the children with her as follows: Wife shall have the right to visit with the parties' minor children, at her place of residence, for a period of one month, during the summer months. Further, wife shall have the right to visit with said minor children, at such times as she is in the Davidson County area, upon giving Husband 72 hours' notice.

2. In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the wife hereby waives alimony and her rights to support and maintenance by the husband.

3. Wife shall, by such documents as may be necessary and at husband's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto husband all of her right, title, and interest in and to the home property now owned by them as tenants by the entirities and known as 600 Debbie Drive, Hermitage, Tennessee. Husband shall assume and pay, in accordance with its terms, the existing mortgage held by First and Mid-South Mortgage Co. and he shall indemnify and hold wife harmless from any and all liability in connection with said mortgage.

4. The parties agree that the husband shall be entitled to all right, title, equity and interest in the 1974 Chevrolet Nova automobile; and wife further agrees to execute all documents necessary to divest herself of her respective interest and vest it solely in the name of husband.

5. The parties agree that household furnishings, furniture, personal property and other personal effects remain in the possession ownership of the respective party now in possession of the property so divided.

6. Husband shall pay as full and final settlement of her rights to any and all property acquired during coverture whether personal, or mixed, the sum of $400. Dollars payable upon husband's receipt of his 1979 Federal Income Tax Refund.

7. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

8. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

9. It is agreed that husband will pay and continue to pay the following accounts that were made during the marriage, and shall hold wife harmless on any and all debts secured by these accounts: Mastercharge, Tennessee Telco Credit Union.

10. It is agreed that wife will pay and continue to pay the following accounts that were made during the marriage, and shall hold husband harmless on any and all debts secured by these accounts: all debts in her name.

11. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both husband and wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

12. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures on this 8 day of Dec., 1979.

Michael David Sawyer

MICHAEL DAVID SAWYER

Gwendolyn Jo Sawyer

GWENDOLYN JO SAWYER

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Came before me the said wife, Gwendolyn Jo Sawyer, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

Frances Bicanton

NOTARY PUBLIC

My Commission expires May 7, 1989.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Came before me the said husband, Michael Sawyer, with whom I am personally acquainted, who signed and executed this Agreement on the day and date above written.

Madison Evans

NOTARY PUBLIC

My Commission expires 6/7/1980.

3. That the costs of this action be taxed to the Complainant.

ENTER the _____ day of _____, 19_____.

JUDGE

4-11-80

APPROVED FOR ENTRY:

David S. Gardner
By MCK

DAVID S. GARDNER
ATTORNEY FOR COMPLAINANT

CERTIFICATE & NOTICE

This is to certify that an exact copy of this document was mailed to the parties this 11th day of April 1980. This matter will be heard the — day of _____ at _____.

David S. Gardner
By MCK

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ISSUED

IDENTIF. REFERENCE

JUN 11 12 24 PM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

F92930

116B/1203

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mike Sawyer *Plaintiff, and* Gwendolyn Jo Sawyer *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 11th *day of* June *in the year one thousand nine hundred and* eighty *and in the* ~~204th~~ *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Timothy C. Hartsell, *D. C.*

Form #GR-117

BOOK 5611 PAGE 521

CERTIFICATE OF DIVORCE OR ANNULMENT

TENNESSEE DEPARTMENT OF PUBLIC HEALTH
VITAL RECORDS

ECOMES A LEGAL WHEN PROPERLY D AND FILED.

RINT IN PERMANENT K.

RULE DOCKET NO. 99019

STATE FILE NO.

HUSBAND—NAME	FIRST	MIDDLE	LAST
1.	Mike		Sawyer

RESIDENCE—STATE	COUNTY	CITY, TOWN, OR LOCATION
2a. Tennessee	2b. Davidson	2c. Nashville

STREET AND NUMBER	BIRTHPLACE (STATE OR FOREIGN COUNTRY)	DATE OF BIRTH (MONTH, DAY, YEAR)
2d. 600 Pebble Drive	3. Tennessee	4. 10-29-53

WIFE—NAME FIRST	MIDDLE	LAST	MAIDEN NAME
5a. Gwendolyn	Jo	Sawyer	5b. Tyner

RESIDENCE—STATE	COUNTY	CITY, TOWN, OR LOCATION
6a. South Carolina	6b.	6c. Mt. Pleasant

STREET AND NUMBER	BIRTHPLACE (STATE OR FOREIGN COUNTRY)	DATE OF BIRTH (MONTH, DAY, YEAR)
6d. % Wayne Tuton 3625 Pandora Drive	7. North Carolina	8. 4-16-54

PLACE OF THIS MARRIAGE—STATE (OR FOREIGN COUNTRY)	COUNTY	DATE OF THIS MARRIAGE (MONTH, DAY, YEAR)	DATE COUPLE SEPARATED (MONTH, YEAR)
9a. Georgia	9b. Ringold	9c. 10-25-74	10. 5/79

NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (SPECIFY)	CHILDREN UNDER 18 IN THIS FAMILY (SPECIFY)	CUSTODY OF CHILDREN—MOTHER, FATHER, OTHER (SPECIFY)	PETITIONER—HUSBAND, WIFE, BOTH, OTHER (SPECIFY)
11a. 2	11b. None	11c. Father	12. Husband

ATTORNEY FOR PETITIONER—NAME (TYPE OR PRINT)	ADDRESS (NUMBER OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)
13a. David S. Gardner	13b. 4004 Hillsboro Rd. Suite A-210 Nashville, TN 37215

I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON: MONTH DAY YEAR	TYPE OF DECREE—ABSOLUTE OR LIMITED DIVORCE, ANNULMENT (SPECIFY)	HAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME BEEN RESTORED? (SPECIFY NAME)
14a. 4-11-80	14b. Absolute Divorce	14c. No

COUNTY OF DECREE	DATE OF RECORDING DECREE (MONTH, DAY, YEAR)
14d. Davidson	14e. 4-11-80

COURT OFFICIAL—SIGNATURE	TITLE OF COURT OFFICIAL	COURT—NAME
14f. Glenda Carmack	14g. Clerk	14h. Fourth Ct.

E A SEAL ON THIS TE.

MUST BE IN PER- ACK INK.

1-22 MUST BE COM-

D. 55-36 CHG

CONFIDENTIAL INFORMATION

HUSBAND—RACE (WHITE, BLACK, AMERICAN INDIAN, ETC.) (SPECIFY)	NUMBER OF THIS MARRIAGE (FIRST, SECOND, ETC.) (SPECIFY)	IF PREVIOUSLY MARRIED HOW MANY ENDED BY: DEATH?	DIVORCE OR ANNULMENT? (SPECIFY IF NONE)	EDUCATION—SPECIFY HIGHEST GRADE COMPLETED: ELEMENTARY OR SECONDARY (0-12)	COLLEGE (1-4 or 5+)
15. White	16. First	17a. N/A	17b.	18.	

WIFE—RACE (WHITE, BLACK, AMERICAN INDIAN, ETC.) (SPECIFY)	NUMBER OF THIS MARRIAGE (FIRST, SECOND, ETC.) (SPECIFY)	IF PREVIOUSLY MARRIED HOW MANY ENDED BY: DEATH?	DIVORCE OR ANNULMENT? (SPECIFY IF NONE)	EDUCATION—SPECIFY HIGHEST GRADE COMPLETED: ELEMENTARY OR SECONDARY (0-12)	COLLEGE (1-4 or 5+)
19. White	20. First	21a. N/A	21b.	22.	