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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MELANIE J. GARRISON	)	
	)	
V.	)	NO. 83D-292
	)	
MICHAEL R. GARRISON.	)	
	)	

FINAL DECREE

BOOK 6036 PAGE 937

This cause came on to be heard on the 4th day of April, 1983, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Plaintiff's petition for an absolute divorce, the property settlement agreement signed by both parties, the testimony of the Plaintiff in open Court, the statement of counsel, and upon the entire record, from all of which it is found by the Court that the allegations of irreconcilable differences are sustained by the proof and that the Plaintiff is entitled to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff is hereby awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between themselves. The property settlement agreement heretofore entered into by the parties is hereby approved and made a part of this decree as follows:

"PROPERTY SETTLEMENT AGREEMENT

This Agreement is made between MELANIE J. GARRISON, hereinafter called "Wife," and MICHAEL R. GARRISON, hereinafter called "Husband."

WITNESSETH:

WHEREAS, these parties have been married since March 16, 1974, no children having been born of their union; and,

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. HOUSE. Husband shall receive all right, title, equity and interest in the home that the parties are purchasing at 525 Dutchmans Drive in Hermitage, Tennessee. Husband shall be solely responsible for making the mortgage payments that are owed on the home and shall hold the Wife harmless thereof.

2. ALIMONY IN SOLIDO. Wife shall receive Thirteen Thousand Five Hundred and 00/100 Dollars ($13,500.00) as alimony in solido for her equity in the home that the parties are purchasing. Husband shall pay this amount at the rate of Two Hundred Twenty Five and 00/100 Dollars ($225.00) per month over a five year period beginning January 1, 1983. The amount owed the Wife as alimony in solido shall be a lien against the property until paid in full. Husband shall have the right to accelerate the payments and pay this amount off early. The property is more fully described as follows:

Being Lot No. 108 on the Plan of Highlands of Tulip Grove, Section 3, as of record in Book 4675, page 140, Register's Office for Davidson County, Tennessee.

Said Lot No. 108 fronts 85.49 feet along the westerly margin of Dutchmans Drive and extends back 156.25 feet on the northerly line and 164.43 feet on the southerly line to a dead line in the rear on which it measures 114.58 feet.

Being part of the same property conveyed to Michael R. Garrison and wife, Melanie J. Garrison by deed from Brent Valley Builders, Inc., of record in Book 5223, page 286, Register's Office for Davidson County, Tennessee.

3. PERSONAL EFFECTS. The parties have heretofore divided their personal property between themselves. All furniture, furnishings and personal effects presently in the possession of the Wife shall be her sole and

separate property. All furniture, furnishings and personal effects in the possession of Husband shall be his sole and separate property.

4. CARS. Husband shall receive all right, title, equity and interest in the 1982 Toyota Celica. Wife shall receive all right, title, equity and interest in the 1983 Toyota Corolla. Both parties agree that they will execute whatever papers are necessary to effectuate these transfers.

5. DEBTS. It is agreed that the parties shall be responsible for the payment of any debts or charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due.

6. COURT COSTS. Husband shall be responsible for the payment of the costs of this cause.

7. The parties desire that this Agreement be incorporated as a part of any final decree of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

8. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

9. It is understood and agreed by and between the parties that this Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The parties acknowledge that they have read this Agreement, that it is fair and equitable and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Agreement.

WITNESS our hands on the day and date written below.

/s/ Melanie J. Garrison
MELANIE J. GARRISON

DATED: 1-27-83

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 27th day of January, 1983.

/s/ Karen Williams
NOTARY PUBLIC

My Commission Expires: Oct. 20, 1985.

/s/ Michael R. Garrison
MICHAEL R. GARRISON

DATED: 1-27-83

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 27th day of January, 1983.

/s/ Karen Williams
NOTARY PUBLIC

My Commission Expires: Oct. 20, 1985"

ENTER this 4th day of April, 1983.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

WILLIAM B. BRUCE
Attorney for Plaintiff
1610 Parkway Towers
Nashville, TN 37219
615-244-5432

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Final Decree has been mailed to Mr. Michael R. Garrison, Defendant, 525 Dutchmans Drive, Hermitage, TN 37076, this 4th day of April, 1983.

WILLIAM B. BRUCE

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IDENTIF. REFERENCE

APR 13 12 16 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

mail
Brenda Harrison
525 Hutchinson
Dr
Hermitage
Tenn
37076

M.B. 129B/1376

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~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Melanie J. Harrison *Plaintiff, and* Michael R. Harrison *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* 13th *day of* Apr. *in the year one thousand nine hundred and* 83 *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *, D. C.*

Form #GR-117