123B/1004

BOOK 8174 PAGE 845

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

104-05-0-001.00

SARA ANGLEA GARMON,
Plaintiff,
vs.
WALTER FLOYD GARMON,
Defendant.

NO. 81D-1294

PICK-UP

4941.8

FINAL DECREE

This cause came on to be heard on the 24th day of July, 1981, before the Honorable Harry S. Lester, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Property Settlement Agreement, as provided for by T.C.A. §36-801(II), judgment by default heretofore taken, the testimony of the plaintiff in the Complaint, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Sara Anglea Garmon, be, and hereby is, awarded an absolute divorce from the defendant, Walter Floyd Garmon; and that each party be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Property Settlement Agreement be approved and ratified in full, and incorporated into and made a part of this Final Decree.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 27 day of July, 1981.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
Attorney for Plaintiff
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Mr. Walter Floyd Garmon
P. O. Box #90781
Nashville, Tennessee 37209

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SARA ANGLEA GARMON)
)
vs.) NO. 81D-1294
)
WALTER FLOYD GARMON)

PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 7th day of April, 1981, by and between SARA ANGLEA GARMON, hereinafter referred to as "Wife", and WALTER FLOYD GARMON, hereinafter referred to as "Husband", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The parties have no joint interest in any real property. The Wife holds sole title to and possession of a house and lot located at 3906 Murphy Road, in Nashville, Davidson County, Tennessee, 37209; and she shall continue to hold sole title to and possession of said real property, the Husband having no right in, or claim to, same.

2. The Wife shall have all right, title and interest in and to one (1) 1978 Ford Thunderbird automobile, currently titled in the names of both parties, and the same being unencumbered. The Husband hereby agrees to sign any documents necessary in order to place title to said automobile solely in the Wife's name.

3. The Wife shall have all right, title and interest in and to one (1) 1965 Comet automobile, currently titled in the Husband's name, and the same being unencumbered. The Husband hereby agrees to sign any documents necessary in order to place title to said automobile solely in the Wife's name.

4. The Husband shall have all right, title and interest in and to one (1) 1974 Ford Ranchero vehicle, currently titled in the Wife's name, and the same being unencumbered. The Wife hereby agrees to sign any documents necessary in order to place title to said vehicle solely in the Husband's name.

5. The Wife shall have all right, title and interest in and to the household furniture and furnishings located at 3906 Murphy Road, in Nashville, Davidson County, Tennessee, 37209.

6. The Husband shall have all right, title and interest in and to all savings accounts in his name.

7. All interest in any other tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife; and all interest in any other tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband.

8. The parties hereby agree that each party shall be solely responsible for the repayment of any loans, debts or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

9. The Wife shall retain the use of her married name; namely: Sara Garmon.

10. Both parties hereby agree that by signing this Agreement, they do hereby accept service of process and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

11. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

SARA ANGLEA GARMON

WALTER FLOYD GARMON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, SARA ANGLEA GARMON, with whom I am personally acquainted, and who acknowledged to me that she signed the within PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 7th day of April, 1981.

NOTARY PUBLIC

My commission expires:
July 21, 1984.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, WALLTER FLOYD GARMON, with whom I am personally acquainted, and who acknowledged to me that he signed the within PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 7th day of April, 1981.

NOTARY PUBLIC

My commission expires:
July 21, 1984.

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STATE OF TENNESSEE

I, **GEORGE L. 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* SECOND *Circuit Court for Davidson County, Tennessee, on the* TWENTY-SEVENTH *day of* JULY, *19* 81, *in Case Number* 81D-1294 *between* SARA ANGLEA GARMON *Plaintiff, and* WALTER FLOYD GARMON *Defendant, as same remains of record in Book* 123B, *Page* 1004 *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* 15th *day of* AUGUST *in the year one thousand nine hundred and* NINETY *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams *D.C.*

Form #GR-117