IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FORREST MELVIN GARRETT,)
)
Plaintiff,)
)
VS.) No. 90D-50
)
IMOGENE GOODMAN GARRETT)
)
Defendant.)

136-14-0

014.00

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FINAL DECREE

THIS cause came on to be heard on the 29th day of January, 1991, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by Mr. Garrett, submission to the Court of a written and signed Marital Dissolution Agreement, testimony of Mr. Garrett, statement of counsel in open court and from the entire record in this cause; from all of which the Court finds that Mr. Garrett is granted an Absolute Divorce on the grounds of irreconcilable differences.

It is therefore ORDERED and ADJUDGED by this Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the Plaintiff, Mr. Garrett, is granted an Absolute Divorce and restored to all of the rights and privileges of an unmarried person.

It is further ORDERED and ADJUDGED by this Court and the Court affirmatively finds that the Marital Dissolution Agreement heretofore signed by the parties makes adequate and equitable division of the marital property, and the Court approves said Agreement and copies the same herein verbatim as follows:

0881 5

IDENTIF. REFERENCE

APR 23 11 32 AM '91

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY TN.

MAIL EXTR

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FORREST MELVIN GARRETT,)
)
Plaintiff,)
)
VS.) No. 90D-50
)
IMOGENE GOODMAN GARRETT)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between Forrest Melvin Garrett and Imogene Goodman Garrett subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS the parties have experienced marital difficulties in the past with the result that Mr. Garrett instituted divorce proceedings against Mrs. Garrett on February 20, 1990.

WHEREAS it is the decisions of the parties insofar as they are able without the concurrence of the Court to amicably settle their differences in respect to all property rights, support obligations, obligations for payment of debt and to enter into a contract for the settlement of such rights and obligations not only for the present but for the future. It being their intentions that such contract will be effected with respect to all of their property and other matters of concern.

THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. Mr. Garrett shall be awarded the home at 564 Castlegate Drive, Nashville, Tennessee 37217 and all right, title and interest in said property shall be divested out of Mrs. Garrett and vested absolutely in Mr. Garrett. Mr. Garrett shall hold Mrs. Garrett harmless on any and all

liability associated with said home. The home is more fully described in the attached Exhibit A.

2. The parties acknowledge that the personal property owned by the parties has heretofore been divided and neither shall make claim against any property that is currently in the possession of the other party.

3. All right, title and interest in the 1986 Chrysler New Yorker, which is presently in the possession of Mrs. Garrett, shall be titled in her name and she shall receive the automobile free and clear of any claims of Mr. Garrett. Mrs. Garrett shall hold Mr. Garret harmless on all liability associated therefrom.

4. All right, title and interest in the 1979 Versailles, which is presently in the possession of Mr. Garrett, shall be titled in his name and he shall receive the automobile free and clear of any claims of Mrs. Garrett. Mr. Garrett shall hold Mrs. Garrett harmless on all liability associated therefrom.

5. Mr. and Mrs. Garrett shall each be awarded their own checking and or savings accounts which are in their own names.

6. As a division of marital property, Mrs. Garrett shall receive a payment of Five Hundred ($500.00) Dollars which will be due and payable on February 28, 1991 for which execution may issue.

7. In the event there is an audit by the Internal Revenue Service of any jointly filed income tax returns, Mr. Garrett shall be liable for any deficit as a result of said audit. He is also entitled to any refund if one is determined to exist.

8. Each party shall be responsible for paying and maintaining premiums for his and her own medical insurance and each party shall be solely and separately responsible for paying any and all of his or her uninsured medical expenses.

9. Mr. Garrett shall receive his pension plan free and clear of any claims of Mrs. Garrett.

10. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

11. Mrs. Garrett shall pay attorney's fees to Marlene Eskind Moses for her representation in these divorce proceedings for which execution may issue. Mr. Garrett shall pay his attorney, Jude T. Lenahan for his legal services during these divorce proceedings for which execution may issue. Mr. Garrett shall pay all court costs associated with these proceedings.

12. In the event a creditor of either party makes a claim against the other party which is upheld by a court of competent jurisdiction to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

13. 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 the claim is upheld by a court of competent jurisdiction, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

14. This Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of divorce between the parties.

15. This Agreement is executed after review with and after the receipt of advice of counsel and 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 full and complete 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 other's property, including without limitation, dower, curtesy, 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 of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Mr. Garrett and Mrs. Garrett, individually or jointly, or any property that either of them may acquire in the future.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

17. The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest.

18. 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 and with advise of counsel.

19. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

20. In the event any provision that this Agreement shall be held invalid by Court of competent jurisdiction, such individual provision shall not effect other provisions of this Agreement, said provisions being severable.

21. It is understood and agreed between the parties that, as a part of the consideration of the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

22. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement. This Agreement will be tendered to the Court as part of the Final Decree of Divorce between the parties.

23. This Agreement shall be construed under the laws of the State of Tennessee.

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* FOURTH *Circuit Court for Davidson County, Tennessee, on the* TWENTY-NINTH *day of* JANUARY, *19* 91, *in Case Number* 90D-50 *between* FORREST MELVIN GARRETT *Plaintiff, and* IMOGENE GOODMAN GARRETT *Defendant, as same remains of record in Book* 193C, *Page* 1795 *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* 18th *day of* MARCH *in the year one thousand nine hundred and* NINETY-ONE *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams *D.C.*

Form #GR-117

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, Forrest Melvin Garrett, who after being first duly sworn according to law, did make oath and affirm that he has read the foregoing Marital Dissolution Agreement, and acknowledges that he executed the aforesaid agreement for the purposes contained therein.

FORREST MELVIN GARRETT

Sworn to and subscribed before me on

this 29th day of January, 1991.

NOTARY PUBLIC

My Commissions Expires:

1-19-93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, Imogene Goodman Garrett, who after being first duly sworn according to law, did make oath and affirm that she has read the foregoing Marital Dissolution Agreement, and acknowledges that she executed the aforesaid agreement for the purposes contained therein.

IMOGENE GOODMAN GARRETT

Sworn to and subscribed before me on

this 29th day of January, 1991.

NOTARY PUBLIC

My Commissions Expires:

July 23 1994

It is further ORDERED and ADJUDGED by the Court that the cost of this cause shall be taxed against Mr. Garrett, for all of which execution may issue.

ENTERED 29th day of Jan, 1991.

MURIEL ROBINSON RICE

Approved for Entry:

MARLENE ESKIND MOSES NO. 9234
One Church Street Building
Suite 500
Nashville, Tennessee 37201
(615) 242-2521

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid, to Jude Lenahan, 227 Second Avenue, North, Nashville, Tennessee 37201 on this 29th day of January, 1991.

Marlene Eskind Moses

EXHIBIT A

THIS INSTRUMENT PREPARED BY:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238
00255262

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WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBER:
Forrest M. Garrett	Home Savings of America, F.A.	MAP 136-14
564 CASTLEGATE DRIVE	P.O. BOX 7075	PARCEL 14
NASHVILLE, TN 37217	PASADENA, CA 91109	

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100----------
----------$10.00---------- Dollars,

Cash in hand paid by Forrest M. Garrett and other good and valuable considerations accepted as cash the receipt of all of which is hereby acknowledged,

BOOK 8335 PAGE 826
BOOK 7316 PAGE 539

Clarence Johnson and T.J. Neumann

have this day bargained and sold, and do hereby transfer and convey unto the said Forrest M. Garrett, an unmarried person

the Grantors herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 17 on the Plat of Castlegate, Section I, as of record in Plat Book 4460, page 115, Register's Office for Davidson County, described as follows:

Said Lot No. 17 fronts 90.0 feet on the East margin of Castlegate Drive, and extends back between parallel lines 150.00 feet to a line on the rear.

Being the same property conveyed to Clarence Johnson and T.J. Neumann by deed from Charles W. Bernard and wife, Karen M. Bernard, of record in Book 7186, page 32, Register's Office of Davidson County, Tennessee.

COMMONLY KNOWN AS: 564 Castlegate Drive
Nashville, Tennessee 37217

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this Document when received.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 97,000.00

Subscribed and sworn to before me this the 30th day of July 19 87

My commission expires 11/13/90 (Affix Seal)

Notary Public

Unimproved ( )
This is improved ( ) property, known as 564 CASTLEGATE DRIVE, NASHVILLE, TN 37217
(House Number) (Street) P.O. Address (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the Grantees their (successors), heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unincumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons.

Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hands this 30th day of July 19 87 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Clarence Johnson

T.J. Neumann