58B/914

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

1990 DEC -6 AM 10:05

GEORGE T. MEDLIN, CLERK

WARNER LEE GARLAND,

Plaintiff/Husband,

v.

SANDRA ROGERS GARLAND,

Defendant/Wife.

D. No. 90D-1123

Davidson County DEEDDIV
Recvd: 08/12/03 15:58 9pgs
Fees:47.00 Taxes:0.00

20030812-0115576

FINAL DECREE OF DIVORCE

It appearing to the Court upon the original Complaint for Divorce and the Marital Dissolution Agreement signed by the parties from all of which the Court finds that the parties have made an equitable distribution of any property rights. The Court further finds that the parties are entitled to a divorce pursuant to Tenn. Code Ann. § 36-4-129 (1989).

The Court further finds that the addresses of the parties are as follows:

Warner Lee Garland
1106 Eastdale Avenue
Nashville, TN 37216

Sandra Rogers Garland
1214 Berwick Trail
Madison, TN 37115

IT IS, THEREFORE, ORDERED AND ADJUDGED that the parties are hereby declared to be divorced pursuant to Tenn. Code Ann. § 36-4-129 (1989) and are hereby restored to all of the rights and privileges of unmarried persons. It is further ORDERED that Wife shall be restored to her former name, Sandra Rogers, which she had prior to her marriage to Husband.

IT IS FURTHER ORDERED AND ADJUDGED that the following Marital Dissolution Agreement of the parties is approved by the Court and is incorporated herein by reference, and made the Order of this Court. Said Agreement is, in words and figures, as follows:

FILED
1990 DEC -6 AM 10:05
CLERK & MASTER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

This Agreement is made between SANDRA ROGERS GARLAND, hereinafter called Wife, and WARNER LEE GARLAND, hereinafter called Husband.

WITNESSETH:

WHEREAS, these parties have been married since April 10, 1983, and there have been born of this marriage no minor children.

WHEREAS, both parties have filed Complaints for Absolute Divorce in Probate Court for Davidson County, Tennessee, and both parties are entitled to be declared divorced pursuant to Tenn. Code Ann. § 36-4-129 (1989), 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 amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

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

1. HOUSE AND LOT AT 1106 EASTDALE AVENUE.

(A) It is agreed that the house and lot titled in Husband and Wife's names shall be solely vested in the Husband. Said property located at 1106 Eastdale Avenue, Nashville, Tennessee, 37216, and is more specifically described in Exhibit 1 attached hereto.

(B) Husband shall be solely responsible for the mortgage payment on the house and shall hold the Wife harmless.

(C) Husband will waive any claim for contribution from Wife of the cost of mortgage payments and maintenance on the property from the date of separation to the present.

(D) Husband and Wife agree to sign any documents necessary to effectuate the agreements contained in Paragraph 1(A)-(C).

professional tapes) which shall be returned within ten (10) days from the entry of the Final Decree of Divorce.

(D) As a part of this division of the parties' marital personal property Wife has agreed to pay Husband one hundred dollars ($100.00) per month for five (5) consecutive months. The first monthly payment will be payable within thirty (30) days from

th

2. PERSONAL PROPERTY.

(A) Wife shall be awarded possession of all items of personal property currently in her possession, with the exception of one (1) black oriental rug and a Sony television remote control device which shall be returned to Husband within ten (10) days from the entry of the Final Decree of Divorce by the Court. Additionally Wife will receive those items of personal property which have been maintained in storage by her and those additional items listed below which are being returned to her by Husband. In the event Wife locates Husband's professional tapes, she will immediately notify Husband's legal counsel that she has located these tapes and will deliver them to Husband's legal counsel.

(B) Husband shall be awarded all personal property in his possession with the following exceptions:

1) Two (2) of seven (7) hall mirrors.
2) Professional tapes.
3) One (1) electric mixer.
4) Cappuccino machine.
5) One (1) electric can opener.
6) Crystal vase, purchased from Tiffany & Co.
7) Antique hats, (4).
8) Handmade Christmas ornaments.
9) Silver serving pieces.
10) High school yearbooks.

It is understood that the Husband has not currently located the crystal vase purchased from Tiffany & Company. However, if it is located, Husband will provide it to Wife.

Both parties agree that the dishwasher currently in the marital residence is the property of the Wife's sister, Rhonda Locke, and will be made available for pick-up upon request within

4. BANK ACCOUNTS AND DEBTS.

(A) Husband shall be awarded possession of any funds which currently exist in the joint bank account of the parties.

(B) Wife shall be awarded possession of any funds which currently exist in her separate bank account.

(C) Husband and Wife agree to sign any documents or take any action necessary to effectuate the matters contained in Paragraph 4(A)-(B).

5. DEBTS.

(A) Both parties shall be responsible for all debts controlled in their individual names and hold the other party harmless. In the event a creditor of either party seeks to compel the other party 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 the 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.

(B) Husband and Wife agree to sign any documents or take any action necessary to effectuate the matters contained in Paragraph 5(A).

6. NAME CHANGE.

(A) Wife shall be restored to her legal name, Sandra Rogers, which she had prior to her marriage to Husband.

(B) Husband and Wife agree to sign any documents or take any action necessary to effectuate the matters contained in Paragraph 6(A).

7. ATTORNEY'S FEES. Both parties shall be responsible for their own attorney's fees.

8. COURT COSTS. Any costs of the Court incurred as a result of the pending action for absolute divorce shall be paid by both parties.

9. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending

in the Probate Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

10. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto and shall constitute a discharge from all 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, 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 of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

11. 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, and that the parties hereto have been represented by their respective attorneys in connection with the negotiation and preparation of this Agreement. Each party acknowledges that they have read this Agreement, and 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 at Nashville, Tennessee.

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Sandra Rogers Garland
SANDRA ROGERS GARLAND

Sworn to and subscribed before me this the 28th day of November, 1990.

Notary Public

My Commission Expires:

My Commission Expires Sept. 24, 1994

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Warner Lee Garland
WARNER LEE GARLAND

Sworn to and subscribed before me this the 28th day of November, 1990.

Notary Public

My Commission Expires: 10-23-94

Robert L. DeLaney
Tenn. Sup. Ct. Reg. No. 4319
Zinser and DeLaney
150 Second Avenue North
Nashville, TN 37201
(615) 244-9700

Attorney for Defendant/Wife

J. Mitchell Grissim, Jr.
Tenn. Sup. Ct. Reg. No. 9473
323 Union Street
Nashville, TN 37201
(615) 255-7496

Attorney for Plaintiff/Husband

IT IS FURTHER ORDERED AND ADJUDGED that the costs of this cause are adjudged against both parties, for which execution may issue, if necessary.

ENTERED this the 5 day of Dec, 1990.

Judge

APPROVED FOR ENTRY:

Robert L. DeLaney
Tenn. Sup. Ct. Reg. No. 4319
Zinser and DeLaney
150 Second Avenue North
Nashville, TN 37201
(615) 244-9700

Attorney for Defendant/Wife

J. Mitchell Grissim, Jr.
Tenn. Sup. Ct. Reg. No. 9473
323 Union Street
Nashville, TN 37201
(615) 255-7496

Attorney for Plaintiff/Husband

THIS BECOMES A LEGAL RECORD WHEN PROPERLY EXECUTED AND FILED.

TYPE OR PRINT IN PERMANENT BLACK INK.

TENNESSEE DEPARTMENT OF HEALTH & ENVIRONMENT

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO. 90D-1123

STATE FILE NUMBER

HUSBAND

1. HUSBAND'S NAME (First, Middle, Last): Warner Lee Garland

2a. RESIDENCE—STATE: Tennessee

2b. COUNTY: Davidson

2c. CITY, TOWN, OR LOCATION: Nashville

2d. STREET AND NUMBER: 1106 Eastdale Avenue

3. BIRTHPLACE (State or Foreign Country): Tennessee

4. DATE OF BIRTH (Month, Day, Year): 8-8-51

WIFE

5a. WIFE'S NAME (First, Middle, Last): Sandra Rogers Garland

5b. MAIDEN NAME: Blackwelder

6a. RESIDENCE—STATE: Tennessee

6b. COUNTY: Davidson

6c. CITY, TOWN, OR LOCATION: Madison

6d. STREET AND NUMBER: 1214 Berwick Trail

7. BIRTHPLACE (State or Foreign Country): Tennessee

8. DATE OF BIRTH (Month, Day, Year): 8-30-51

MARRIAGE

9a. PLACE OF THIS MARRIAGE—STATE (or Foreign Country): Tennessee

9b. COUNTY: Madison

9c. DATE OF THIS MARRIAGE (Month, Day, Year): 4-10-83

10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month, Day, Year): 5-1-90

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify): 0

11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify): 0

11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED TO: [X] No Children Husband ___ Wife ___ Joint (Husband/Wife) ___ Other ___

12. PETITIONER: 1 [X] Husband 2 Wife 3 Both 4 Other (Specify) ___

13a. NAME OF PETITIONER'S ATTORNEY (Type/Print): J. Mitchell Grissim, Jr.

13b. ADDRESS (Street or R.F.D. No., City or Town, State, Zip): 323 Union Street, Nashville, TN 37201

DECREE

DO NOT USE A SEAL ON THIS CERTIFICATE

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON: (Month, Day, Year): 12-6-90

14b. TYPE OF DECREE: 1 [X] Absolute 2 Limited 3 Annulment

14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name)

14d. COUNTY OF DECREE: Davidson

14e. TITLE OF COURT: 1 Circuit 2 Chancery 3 General Sessions 4 [X] Probate 5 Other (Specify) ___

14f. DATE OF RECORDING DECREE (Month, Day, Year): 12-6-90

SIGNATURE MUST BE IN PERMANENT BLACK INK.

14g. SIGNATURE OF CERTIFYING COURT OFFICIAL: GEORGE L. ROCKER, CLERK
By: D. Hardwick D.C.

14h. TITLE OF CERTIFYING COURT OFFICIAL: Clerk

14i. DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month, Day, Year): 12-6-90

ALL ITEMS 1-18 MUST BE COMPLETED.

CONFIDENTIAL INFORMATION

	15. Race—American Indian, Black, White, etc. (Specify below)	16. Number of This Marriage First, Second, Etc. (Specify)	17. If Previously Married, Last Marriage Ended (Specify below)	18. Education—Specify Highest Grade Completed: Elementary or Secondary (0-12)	College (1-4 or 5+)
HUSBAND	15a. White	16a. Second	17a. 1 ☐ Not previously married 2 ☐ By death 3 [X] By Divorce or Annulment	18a. Secondary	5+
WIFE	15b. White	16b. Second	17b. 1 ☐ Not previously married 2 ☐ By death 3 [X] Divorce or Annulment	18b. Secondary	5+

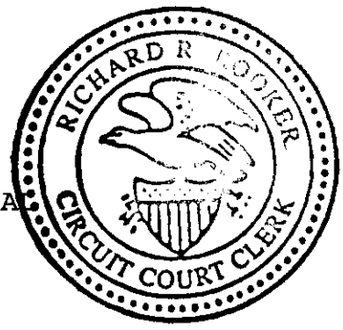
PH-1682
Revised 1-89

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 SEVENTH Circuit Court for Davidson County, Tennessee, on the 06 day of DECEMBER , 1990 , in the Case Number 90D1123 between GARLAND, WARNER LEE Plaintiff, and GARLAND, SANDRA ROGERS Defendant, as same remains of record in Vol. 58B , Page 914 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 11 day of AUGUST in the year two thousand three and in the 227th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk