FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2000 OCT -3 PM 1:28

RICHARD R. ROOKER, CLERK

PAMELA KRISTI GARVEY,)

Plaintiff,) D.C.

vs.) DOCKET NO. 00D-1786

SEAN PATRICK GARVEY,)

Defendant.)

FINAL DECREE

This cause came on to be granted upon the plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce as provided for by T.C.A. §36-4-101(11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties through the Marital Dissolution Agreement and for the care, custody and maintenance of the minor child born to the parties through a Parenting Plan; and more specifically, the terms of these Agreements are as follows:

Davidson County DEEDDIV
Recvd: 02/24/06 12:33 14 pg
Fees:72.00 Taxes:0.00
20060224-0021745

FILED
2000 JUN 29 PM 1:59
RICHARD R. ROOKER, CLERK
D.C.

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE SECOND CIRCUIT

PAMELA KRISTI GARVEY)
)
VS.) DOCKET NO. 00D1786
)
)
SEAN PATRICK GARVEY)

MARITAL DISSOLUTION 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 26th day of June, 2000, by and between PAMELA KRISTI GARVEY, hereinafter referred to as "Wife", and SEAN PATRICK GARVEY, 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, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. _____, the parties do agree as herein below set out:

1. The parties acknowledge that they are the natural parents of one (1) minor child, namely: Katelyn Elizabeth Garvey, born September 21, 1993. The parties hereby agree that the Wife shall have complete care, custody and control of the minor child of the parties, and the Husband shall have visitation with said minor child at reasonable times and places.

2. The Husband shall pay child support in the sum of One Hundred Thirty Six Dollars ($136.00) every two weeks, which complies with the child support guidelines with respect to the Husband's gross income of One Thousand Seven Hundred Twenty Dollars ($1,720.00) per month. Said obligation of the Husband to pay child support shall commence effective with the signing of the Agreement and shall continue to be due and payable every other Friday by the Husband to the Wife in each succeeding month of each succeeding year; and shall terminate when the minor child of the parties reaches the age of majority or otherwise becomes emancipated, or unless otherwise ordered by the Court.

3. The parties acknowledge (a) that no action by the parties shall be effective to reduce child support after the date when each of said payments are due

and the signing of this Agreement; the parties further acknowledge (b) that approval by the Court shall be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the expressed terms of this Agreement.

4. The Wife presently carries in full force and effect a policy of medical health insurance, which insurance provides medical benefits for the minor child of the parties. The Wife agrees to continue said health insurance in full force and effect for the benefit of the minor child of the parties, and to pay any premiums and/or payroll deductions therefor, until said minor child reaches the age of majority, or otherwise becomes emancipated.

5. The parties agree to split equally all medical and dental expenses of the minor child, not covered and/or reimbursed by the health insurance mentioned herein, until said minor child reaches the age of majority or otherwise becomes emancipated.

6. The only real property in which the parties share a joint interest is a house and lot located at 2416 Porter Road, Nashville, Tennessee, 37206. With regard to said real property, the parties agree as follows:

(a) The Wife shall have all right, title and interest in and to said real property; and the Husband hereby by waives any interest in, or rights to said real property he may have. All interest in and to said real property is hereby divested out of the Husband and vested solely in the Wife.

(b) The Wife hereby agrees to be solely responsible for the timely repayment of the mortgage indebtedness, taxes, insurance and maintenance on said real property; and she shall hold the Husband harmless therefrom.

(c) The Husband agrees to execute a Quit Claim Deed in favor of the Wife, wherein he shall convey all of his right, title and interest in and to said real property solely to the Wife.

(d) The parties hereby agree to sign any other documents necessary in order to effectuate the provisions herein.

7. The Wife shall have all right, title and interest in and to one (1) 1997 Ford Taurus vehicle, currently titled in both parties' names and the Wife agrees to be solely responsible for and hold the Husband harmless therefrom the timely repayment of a joint debt in both parties' names. The Husband agrees to sign any document necessary in order to place title said vehicle in the Wife's name only.

8. The Husband shall have all right, title and interest in and to one (1) 1994 Dodge Neon vehicle currently titled in both parties' names and the Husband agrees to be solely responsible for and hold the Wife harmless therefrom the timely repayment of

a joint debt in both parties' names. The Wife agrees to sign any document necessary in order to place title to said vehicle solely in the Husband's name.

9. All interest in any 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; and all interest in any 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.

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

11. The Husband hereby agrees to be solely responsible for and hold the Wife harmless therefrom the timely repayment of a joint debt in both parties' names in favor of Discover Card, with an approximate current balance of $5,000.00.

12. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, the Defendant waives the right to file an answer, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

13. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution 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 provided for and described herein.

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

PAMELA KRISTI GARVEY

SEAN PATRICK GARVEY

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, a Notary Public in and for said State and County, PAMELA KRISTI GARVEY, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 26th day of June, 2000

NOTARY PUBLIC

My commission expires:

LISA S. COMMISKEY
Notary Public, Davidson Co., TN
My Comm. Expires July 27, 2002

STATE OF TENNESSEE)
)
COUNTY OF Montgomery)

Personally appeared before me, a Notary Public in and for said State and County, SEAN PATRICK GARVEY, with whom I am personally acquainted, and who acknowledged to me that he signed the within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 12th day of June, 2000.

NOTARY PUBLIC

My commission expires:

6-13-2000

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

FILED
2000 OCT -3 PM 1:28
RICHARD R. ROOKER, CLERK
D.C.

PAMELA KRISTI GARVEY,
Mother

SEAN PATRICK GARVEY,
Father

Docket No. 00D-1786
Parenting Plan
( ) Proposed Plan
(X) Final Parenting Plan

PERMANENT PARENTING PLAN

This plan has been:
(X) incorporated into the Marital Dissolution Agreement.
( ) reached by Court Hearing on _____.
( ) modifies an existing Plan or Order.

This Parenting Plan applies the following child:

Name: Katelyn Elizabeth Garvey
Birthdate: 9-21-93
Social Security # [redacted] 6579

I. RESIDENTIAL SHARING SCHEDULE

The following schedule below sets out which parent has responsibility for the preschool and school age child (unless otherwise specified) during the week, weekends, holidays and vacations.

A. DAY TO DAY SCHEDULE

The (X) mother ( ) father will have responsibility for the child:

From: _____ To: _____
(Day/Time) (Day/Time)
(X) every week ( ) every other week ( ) other

From: _____ To: _____
(Day/Time) (Day/Time)
( ) every week ( ) every other week ( ) other

THE WIFE WILL HAVE FULL CUSTODY OF THE MINOR CHILD. DUE TO THE FACT THAT THERE HAS BEEN NO CONTACT FROM THE FATHER THE VISITATION WILL BE RESERVED UNTIL THE FATHER PETITIONS THE COURT

The ( ) mother ( ) father will have responsibility for the child:

From: _____ To: _____
(Day/Time) (Day/Time)
(X) every week ( ) every other week ( ) other

From: _____ To: _____
(Day/Time) (Day/Time)
( ) every week ( ) every other week ( ) other

B. SCHEDULE FOR WINTER HOLIDAY VACATION.

The Winter/Holiday vacation shall begin the Friday the schools are dismissed at 6:00 p.m. The child(ren) shall be with one parent from Friday at 6:00 p.m. until December 25, at 1:00 p.m. The other parent will begin their vacation time with the child(ren) from 1:00 p.m. December 25 until 6:00 p.m. on the evening before school resumes. Each year the children will alternate the time (before or after December 25) with their _____ in the year schedule will begin with the child(ren) being with their _____ in the year 2000.

C. SCHEDULE FOR SPRING VACATION.

The mother and father shall share Spring Break as follows:

Same as school year

D. SUMMER SCHEDULE.

The MOTHER shall be responsible for the child(ren) during the summer:

(X) Same as school year schedule ( ) Two Weeks ( ) Two weeks every month
( ) One month ( ) Six weeks ( )other _____
beginning _____.

The FATHER shall be responsible for the child(ren) during the summer:

( ) Same as school year schedule ( ) Two Weeks ( ) Two weeks every month
( ) One month ( ) Six weeks ( )other _____
beginning _____.

E. **SCHEDULE OF HOLIDAYS OR SPECIAL OCCASIONS**
(Relevant to your family or school schedule)

Beginning in the year 2000, the child will celebrate and share the following holidays with their parents. (Indicate with "even", "odd" or "every") The following year, the holidays will be alternated with the other parent, unless otherwise noted.

	With Mother (Even, Odd, Every)	With Father (Even, Odd, Every)
Martin Luther King Day		
Presidents' Day		
Easter		
Passover		
Mother's Day		
Father's Day		
July 4th		
Labor Day	every	
Veterans' Day		
Thanksgiving Day & Friday		
Birthdays		
Other school free days		
Other:		

For purposes of this parenting plan, a holiday shall begin and end as follows (set times):

Holidays, which fall on a Friday or a Monday, shall include Saturday and Sunday unless otherwise noted.

F. **TRANSPORTATION ARRANGEMENTS:**
Transportation arrangements for the child(ren), between parents shall be as follows:
mother

G. **OTHER:**
The follow special provisions apply to the schedules or residential consideration of the child(ren):
THE MOTHER HAS NO CONTACT WITH THE FATHER, THEREFORE
VISITATION WILL BE RESERVED UNTIL THE FATHER PETITIONS THE COU

II. DECISION MAKING

A. DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

B. CHILD NURTURE
NO NEGATIVE STATEMENTS ABOUT THE OTHER PARENT

Mother and Father will behave with respect to each other and the child(ren) so as to provide a loving, stable, consistent and nurturing relationship with the child(ren) even though they, themselves, are being divorced. Mother and Father agree they will not speak badly of each other or the members of the family of the other parent. They will encourage the child to continue to love the other parent be comfortable in both new families.

C. MAJOR DECISIONS.*

Major decisions regarding each child shall be made as follows:

Education decisions	(X) mother	( ) father	( ) joint
Non-emergency health care	(X) mother	( ) father	( ) joint
Religious upbringing	(X) mother	( ) father	( ) joint
Extracurricular actvities	(X) mother	( ) father	( ) joint
Other:_____	( ) mother	( ) father	( ) joint
Other: _____	( ) mother	( ) father	( ) joint

D. PRIVATE SCHOOL AND COLLEGE: *

(X) Does not apply.

Or

The parties agree as follows regarding private school (elementary and high school) and college or vocational training after high school:

N/

- If parents wish to include a detailed list of plans for special or private schooling, they may attach a separate sheet.

D. HEALTH INSURANCE

The mother will maintain medical/hospital insurance on the minor child and she shall provide proof of continuing coverage annually.

Uncovered medicals, which includes deductible or co-payments, eyeglasses, contact lenses, routine annual physicals, will be:

( ) paid by the _____.
Mother/Father

(X) divided equally by the parties.

( ) The parents will divide the costs of counseling for the child(ren), so long as both parents have notice and agreement.

The parent receiving the bill will send the bill to the other parent within 10 days. The other parent will pay his/her share within 10 days of receipt of the bill.

E. LIFE INSURANCE

The ( ) mother ( ) father shall insure /herhis own life in the minimum amount of _____, whole or term. The policy shall name the minor child as primary beneficiaries of the coverage. The insured shall also designate the person who will be guardian over these funds for the benefit of the children.

(X) Other provisions regarding life insurance: None at this time. No Contact by father

F. DENTAL/ORTHODONTIC CARE

The mother will maintain dental/orthodontics care on the minor child(ren). Uncovered dental/orthodontic expenses will be divided equally by the parties.

IV. DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES:

The child named is this parenting plan is scheduled to reside the majority of the time with the mother, as primary residential parent. This parent is so designated solely for purposes of any other state and federal statutes which require a designation or determination of parental responsibility. If the parents are joint decision makers as listed in Section II for purposes of obtaining health insurance, they shall be considered joint custodians. THIS DESIGNATION SHALL NOT AFFECT EITHER PARENTS RIGHTS AND RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS ABOUT JOINT DECISIONS OR MODIFICATIONS OF PLAN

When the parents agree to make joint decisions about parenting their children but still continue to disagree, the parties shall make a good faith effort to resolve the issue through the dispute resolutions process, before returning to court.

Unless a limiting factor listed in T.C.A. δ36-4-101(11) precludes a dispute resolution process prior to court actions, or an emergency court action is necessary to protect the welfare of the child or party, the parties agree to the following dispute resolution method:

scores, and other records which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

5. receiving, directly from the child's physician and other health care providers, copies of the child's medical records. A written request must be made to the health care provider with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;
6. to be free of derogatory remarks made about the non-custodial parent and his or her family by the custodial parent or in the child's presence.

SIGNATURE OF PARTIES FOR PROPOSED PARENTING PLAN OR FINAL PARENTING PLAN

I hereby make oath that this plan has been proposed in good faith and that it is in the best interest of the child.

_____ _____
Mother Date and Place of Signature

_____ _____
Father Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ OF _____ 2000.

_____
Notary Public

My Commission Expires: _____

ORDER BY THE COURT

It is ORDERED, ADJUDGED AND DECREED that the Parenting Plan set forth above is adopted and approved as an order of this court.

Dated: 10-3-00

Marilu M. Hyde
JUDGE

Presented by:

Pamela Garvey
Signature

Pamela Garvey
Print or Type Name

_____
Signature

_____
Print or Type Name

Mediation Services provided by: (if applicable)

_____

SUBMITTED FOR ENTRY:

TED F. WALKER
Sup. CT. Reg. No. 5259
Attorney for Plaintiff
1820 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7707

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished via U.S. Mail, postage prepaid to the defendant at the above address this _____ day of _____, 2000.

TED F. WALKER

It is, THEREFORE, ORDERED that the bonds of matrimony binding the parties hereto be absolutely and forever dissolved and the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties being Pamela Kristi Garvey, 2416 Porter Road, Nashville, Tennessee, 37206; and Sean Patrick Garvey, 463 Circle Drive, Clarksville, Tennessee, 37043, be vested with the rights and privileges of an unmarried person; and that the Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband, Sean Patrick Garvey, is hereby forever divested of any and all interest he may have in the real property described below, and that the Wife, Pamela Kristi Garvey, is hereby vested in fee simple all title and interest to the following property:

Land in Davidson County, Tennessee, being Lots Nos. 9, 10, and 11, inclusive, of Block "A" on the Map of Davis Heights Subdivision, as of record in Book 843, page 104 and 105, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of said lots.

Being the same property conveyed to Sean P. Garvey and wife, Pamela C. Garvey, by deed from Rose Saylor Bartley Furniss, Unmarried, of record in Book 8699 page 113, Register's Office for Davidson County.

The undersigned attorney of record does hereby certify that the child support set forth herein substantially complies with the guidelines for child support as promulgated by the Department of Human Services under the authority of T.C.A. Sec. 36-5-101(e), (1), (2), as amended.

For all of which execution may issue as necessary.

ENTER, this 3 day of October, 2000.

Marella M. Gay
JUDGE

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 SECOND Circuit Court for Davidson County, Tennessee, on the 03 day of OCTOBER , 2000 , in the Case Number 00D1786 between GARVEY, PAMELA KRISTI Plaintiff, and GARVEY, SEAN PATRICK Defendant, as same remains of record in Vol. 1429 , Page 261785 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 24 day of FEBRUARY in the year two thousand six and in the 229th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

