Karen Johnson Davidson County
Batch# 496778 DEEDDIV
10/16/2020 08:44:16 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20201016-0120411

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 FOURTH Circuit Court for Davidson County, Tennessee, on the 25 day of OCTOBER, 1972, in Docket Number 66478 between GARRETT, BARBARA SUE, Plaintiff, and GARRETT, CECIL RAY, Defendant, as same remains of record in 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 09 day of OCTOBER in the year two thousand twenty and in the 244th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

(SEAL)

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10-25-72
770/1111

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BARBARA SUE ALLEN GARRETT)
)
vs.) NO. 66478
)
CECIL RAY GARRETT)

FINAL DECREE

This cause came on to be heard the 13th day of October, 1972, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the complainant's Bill of Complaint, the Answer of the defendant which was subsequently withdrawn and the Agreed Order in which the defendant stated that he no longer desired to contest the Complaint and which ordered this cause to be placed on the non-contested docket and tried as a non-contested divorce, the oral testimony heard in open Court and upon the entire record. From all of which, it appears to the satisfaction of the Court that the allegations contained in complainant's Bill have been fully sustained by the proof; that is, the defendant, Cecil Ray Garrett, has been guilty of such cruel and inhuman treatment or conduct towards the complainant as renders further cohabitation unsafe and improper for her to remain under his dominion and control.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between the complainant and the defendant be, and the same are hereby, forever and perpetually dissolved and for other further effect held, and the complainant, Barbara Sue Allen Garrett, is hereby granted an absolute divorce from the defendant, Cecil Ray Garrett, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the terms of the Property Settlement Agreement which also awards custody of the two (2) minor children of the parties and sets visitation rights are hereby approved and should be made a part of this Decree. The substance of said

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terms of the said Property Settlement Agreement are as follows, to wit:

1. That Barbara Sue Allen Garrett shall have the sole custody and control of the minor children of the parties, Timothy Ray and Regina Sue, with the right of Defendant to see and visit said children at all reasonable times and places.

2. That Barbara Sue Allen Garrett agrees that she will not change the residence of the minor children of the parties from Davidson County, Tennessee, except for compelling circumstances. That whether or not circumstances justify the removal of the children is a matter to be submitted to the Court, and that Barbara Sue Allen Garrett agrees that an injunction forbidding the removal of the children may issue at the Final Hearing.

3. That Cecil Ray Garrett agrees to pay Barbara Sue Allen Garrett the sum of Twelve & 50/100 ($12.50) Dollars, each week for the support of each child until he or she attains majority; the first Twenty-five ($25.00) Dollar payment to be June 23, 1972. Cecil Ray Garrett further agrees to maintain the payments on the life insurance policies on the children, which he is presently maintaining, and the parties agree that Cecil Ray Garrett shall be the beneficiary of said policies. The parties agree that Cecil Ray Garrett can claim the two children of the parties as his dependents for Federal Income Tax purposes, so long as he maintains the medical insurance on the children now in effect which is provided by Cecil Ray Garrett's employer, Ford Motor Company.

4. That Cecil Ray Garrett be permanently enjoined from coming about or telephoning Barbara Sue Allen Garrett for the purpose of annoying, harrassing or molesting her.

5. That Cecil Ray Garrett agrees to immediately convey good and clear title of the 1965 Comet automobile, which he now owns, to Barbara Sue Allen Garrett.

6. That the parties agree that Barbara Sue Allen Garrett is to receive all of the furnishings and equipment of the parties located in their home at 203 Two Mile Pike in Goodlettsville, Tennessee, with the exception of Cecil Ray Garrett's personal possessions, which he is entitled

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to remove. These personal possessions include his clock collection, his coin collection, his gun collection, his desk and his hand tools, as well as other personal possessions.

7. That the parties agree that in the event a divorce is granted, they shall both retain title to their home located at 203 Two Mile Pike, Goodlettsville; Tennessee, as joint tenants. That it shall be the duty of Barbara Sue Allen Garrett to make the monthly payments on the property, which payments include taxes and insurance, and that neither party has the right to place any additional encumbrances on the property other than the existing mortgage. That it will be the duty of Barbara Sue Allen Garrett to maintain the premises and to keep them in a reasonable state of repair. That Barbara Sue Allen Garrett shall have the right to live in this residence until one or more of the following contingencies occur:

a. Until the youngest child of the parties attains the age of eighteen (18).
b. If Barbara Sue Allen Garrett moves her residence and that of the children from the premises.
c. In the event Barbara Sue Allen Garret remarries.
d. In the event that the monthly payments on the residence are in arrears more than forty-five (45) days, said payments being due on the first day of each month.

Upon the happening of one or more of the above contingencies, the parties agree that the real estate shall be turned over to a real estate salesman to be sold for the highest and best price, and that the net proceeds, after commissions and expenses of the sale, shall be divided as follows:

Cecil Ray Garrett shall receive one-half (1/2) of the aforesaid net proceeds.

The remaining one-half (1/2) of the net proceeds shall be divided into equal portions and placed in savings accounts in a local savings and loan association or bank in the names of each of the minor children of the parties, with a stipulation that each child's portion is to remain in the savings account until that child attains the age of eighteen (18).

In the event that Cecil Ray Garrett predeceases Barbara Sue Allen Garrett, his portion shall also be divided and placed in the savings

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accounts of the said minor children. In the event one of the children expires before attaining the age of eighteen (18), his portion of the aforesaid funds shall be placed in the account of the survivor.

The legal description of said property is as follows:

> Land in Davidson County, Tennessee, being Lot No. 111 on the Plan of Rosehill Subdivision, Section I, City of Goodlettsville and of record in Plat Book 2900, page 64, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 111 fronts 115 feet on the northerly side of Shevel Drive and runs back between lines 370 feet on the easterly line and 325.55 on the westerly line to a dead line in the rear on which it measures 153.0 feet thereon.
>
> Being the same property conveyed to Cecil Ray Garrett and wife, Barbara Sue Allen Garrett of record in Book 3398, page 16, said Register's Office.

8. Both parties agree that in the event a divorce is granted, the aforementioned conveyances and payments by Cecil Ray Garrett as stated herein shall constitute satisfaction in full to Barbara Sue Allen Garrett of any claims she might have for alimony, both pendente lite and permanently, and that said conveyances and payments as aforementioned will constitute alimony in solido.

The defendant will pay the costs of this cause for all of which let execution issue, if necessary.

JUDGE

10/25/72

APPROVED FOR ENTRY:

SOLICITOR FOR COMPLAINANT

CERTIFICATE

I hereby certify that I have mailed a true and exact copy of the foregoing Final Decree to the Honorable James L. Smith, Attorney for the Defendant, this the 16th day of October, 1972.

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between Barbara Sue Allen Garrett and Cecil Ray Garrett on this the 20th day of June, 1972.

WHEREAS, certain unfortunate and apparently unreconcilable differences have arisen between the parties who are husband and wife, and,

WHEREAS, the said Barbara Sue Allen Garrett is filing a petition for an absolute divorce in the Fourth Circuit or Probate Court of Davidson County, Tennessee,

NOW, THEREFORE, in consideration of the years of married life shared by the parties hereto and to fully settle any support, child support and property rights between the parties in the event a divorce is granted and for the period of time prior to the granting of such divorce, the parties have agreed as follows:

1. That Barbara Sue Allen Garrett shall have the sole custody and control of the minor children of the parties, Timothy Ray and Regina Sue, with the right of Defendant to see and visit said children at all reasonable times and places.

2. That Barbara Sue Allen Garrett agrees that she will not change the residence of the minor children of the parties from Davidson County, Tennessee, except for compelling circumstances. That whether or not circumstances justify the removal of the children is a matter to be submitted to the Court, and that Barbara Sue Allen Garrett agrees that an injunction forbidding the removal of the children may issue at the Final Hearing.

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3. That Cecil Ray Garrett agrees to pay Barbara Sue Allen Garrett the sum of Twelve & 50/100 ($12.50) Dollars, each week for the support of each child until he or she attains majority; the first Twenty-five ($25.00) Dollar payment to be June 23, 1972. Cecil Ray Garrett further agrees to maintain the payments on the life insurance policies on the children, which he is presently maintaining, and the parties agree that Cecil Ray Garrett shall be the beneficiary of said policies. The parties agree that Cecil Ray Garrett can claim the two children of the parties as his dependents for Federal Income Tax purposes, so long as he maintains the medical insurance on the children now in effect which is provided by Cecil Ray Garrett's employer, Ford Motor Company.

4. That Cecil Ray Garrett agrees that he will not contest the divorce bill of Barbara Sue Allen Garrett.

5. That Cecil Ray Garrett agrees that at the Final Hearing, a permanent injunction may issue forbidding him from coming about or telephoning Barbara Sue Allen Garrett for the purpose of annoying, harrassing or molesting her.

6. That Cecil Ray Garrett agrees to immediately convey good and clear title of the 1965 Comet automobile, which he now owns, to Barbara Sue Allen Garrett.

7. That the parties agree that Barbara Sue Allen Garrett is to receive all of the furnishings and equipment of the parties located in their home at 203 Two Mile Pike in Goodlettsville, Tennessee, with the exception of Cecil Ray Garrett's personal possessions, which he is entitled to remove. These personal possessions include his clock collection, his coin collection, his gun collection, his desk and his hand tools, as well as other personal possessions.

8. That the parties agree that in the event a divorce is granted, they shall both retain title to their home located at 203

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Two Mile Pike, Goodlettsville, Tennessee, as joint tenants. That it shall be the duty of Barbara Sue Allen Garrett to make the monthly payments on the property, which payments include taxes and insurance, and that neither party has the right to place any additional encumbrances on the property other than the existing mortgage. That it will be the duty of Barbara Sue Allen Garrett to maintain the premises and to keep them in a reasonable state of repair. That Barbara Sue Allen Garrett shall have the right to live in this residence until one or more of the following contingencies occur:

a. Until the youngest child of the parties attains the age of eighteen (18).
b. If Barbara Sue Allen Garrett moves her residence and that of the children from the premises.
c. In the event Barbara Sue Allen Garrett remarries.
d. In the event that the monthly payments on the residence are in arrears more than forty-five (45) days, said payments being due on the first day of each month.

Upon the happening of one or more of the above contingencies, the parties agree that the real estate shall be turned over to a real estate salesman to be sold for the highest and best price, and that the net proceeds, after commissions and expenses of the sale, shall be divided as follows:

Cecil Ray Garrett shall receive one-half (1/2) of the aforesaid net proceeds.

The remaining one-half (1/2) of the net proceeds shall be divided into equal portions and placed in savings accounts in a local savings and loan association or bank in the names of each of the minor children of the parties, with a stipulation that each child's portion is to remain in the savings account until that child attains the age of eighteen (18).

In the event that Cecil Ray Garrett predeceases Barbara Sue Allen Garrett, his portion shall also be divided and placed in the savings accounts of the said minor children. In the event one of the children expires before attaining the age of eighteen (18), his portion

Copy

of the aforesaid funds shall be placed in the account of the survivor.

9. Cecil Ray Garrett agrees to make the house payment on the aforementioned real estate, which is due July 1st, 1972, and he further agrees to pay all utility bills which become due in July, 1972. Thereafter, payments for the utilities and the house note will be the duty of Barbara Sue Allen Garrett.

10. Both parties agree that in the event a divorce is granted, the aforementioned conveyances and payments by Cecil Ray Garrett as stated herein shall constitute satisfaction in full to Barbara Sue Allen Garrett of any claims she might have for alimony, both pendente lite and permanently, and that said conveyances and payments as aforementioned will constitute alimony in solido.

This agreement is not intended to and does not have any bearing upon either party's right to a divorce and is not to be construed as an agreement for either party to obtain a divorce, the parties recognizing that the prerogative of granting a divorce rests in the sound discretion of the Court.

In the event a divorce is granted, this agreement or the substance of this agreement shall be incorporated in the divorce decree.

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

Barbara Sue Allen Garrett
BARBARA SUE ALLEN GARRETT

Cecil Ray Garrett
CECIL RAY GARRETT

WITNESSES:

Jo Ann Simmons