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IN THE GENERAL SESSIONS COURT FOR WARREN COUNTY, TENNESSEE
THIRTY-FIRST JUDICIAL DISTRICT OF TENNESSEE
SITTING AT McMINNVILLE

SHAUNA ELAINE WILEY SAMUEL,)
)
Plaintiff,)
)
vs.) **Case No. 23-DV-9619**
)
BRIAN SAMUEL,)
)
Defendant.)

FILED
DEC 17 2024
Time Initials
CASSIDY L. CANTRELL
GENERAL SESSIONS COURT

Karen Johnson
Batch # 1228025
01/17/2025 03:52:53 PM
Fees: $32.00 Taxes: $0.00
Davidson County
DEEDDIV
6 pgs
20250117-0004126

FINAL DECREE

This cause came to be heard on the 10th day of December 2024, before the Honorable Larry B. Stanley, Jr., sitting by interchange for the Judge of the General Sessions Court for Warren County, Tennessee, upon the Plaintiff's Complaint for Divorce. With the Defendant failing to appear in court and failing to file an Answer, the Motion for Default Judgment was granted. With the appearance and testimony of the Plaintiff and witness in open court, statements of counsel, and the entire record as a whole, it is hereby,

The Court makes the following findings of facts and **IT IS THEREFORE ORDERED AND DECREED** as follows:

1. That the Plaintiff, **SHAUNA ELAINE WILEY SAMUEL,** be and is hereby awarded an absolute divorce from the Defendant, **BRIAN SAMUEL,** pursuant to ***Tennessee Code Annotated § 36-4-101***, Inappropriate Marital Conduct, thereby restoring both parties to all the rights and privileges of unmarried persons.

2. That there are no minor children born of this marriage and none are expected.

Holly Hemmrich, Register
Sumner County Tennessee
Rec #: 1149426 Instrument #: 1503862
Rec'd: 30.00 Recorded
State: 0.00 1/17/2025 at 2:48 PM
Clerk: 0.00 in Record Book
Other: 2.00 6523
Total: 32.00 PGS 170-175

Rt - Shauna Samuel

3. That the Plaintiff shall be divested and the Defendant shall be reinvested with all right, title, and interest to the parties' real property located at 2076 Briar Lane, Cookeville, Tennessee, and the Defendant shall assume and pay any indebtedness on said real property, if any, holding the Plaintiff free and harmless therefrom. The Plaintiff shall execute any documentation necessary to reflect the Defendant's sole ownership of the real property.

4. That the Defendant shall be divested and the Plaintiff shall be reinvested with all right, title, and interest to the real property located at 156 Heritage Trace Drive, Madison, Tennessee as herein described below,

LAND in Davidson County, Tennessee,

BEING Unit No. 156 of Heritage Village Condominiums, Section Eight, a plat of which is of record in Plat Book 6484, Page 287, Register's Office for Davidson County, Tennessee, to which reference is hereby made for further description of said property.

BEING part of the property conveyed to grantor herein by deed of record in Book 8350, Page 931, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Brian Samuel from Temco Land Company, Inc., a Missouri Corporation in Book 9179 Page 315, Register's Office for Davidson County, Tennessee.

and the Defendant shall assume and pay any indebtedness, past taxes, assessment fees and any other cost, if any, on said real properties holding the Plaintiff free and harmless therefrom. The Defendant shall execute any documentation, including a Quitclaim Deed, necessary to reflect the Plaintiff's sole ownership of the real properties within thirty (30) days of the entry of this Order. This is in lieu of alimony and the increase in value of the real property.

5. That the Defendant shall be divested and the Plaintiff shall be reinvested with all right, title, and interest to the real property located at 250 Sanders Ferry Road, Unit 40, Hendersonville, Tennessee, as herein described below,

Being Unit Number I-4, of DRAKES INLET CONDOMINIUM (formerly Lake Point Landing Condominiums), a horizontal property regime established by Master Deed of record in Book 494, page 104 and Book 494, page 124, and as further amended in Book 127, page 447 and in Book 127, page 559, the Plat of which is of record in Plat Book 13, page 150, Register's Office for Sumner County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Ritzen Group Ventures Partners III, L. P. by Deed of record in Book 112 at page 529, Register's Office for Sumner County, Tennessee.

Being the same property conveyed to Brian Samuel, M.D., A Single Man, from Ritzen Group Ventures Partners III, L. P. by Deed of record in Book 153 at page 900, Register's Office for Sumner County, Tennessee.

and the Defendant shall assume and pay any indebtedness, past taxes, assessment fees and any other cost, if any, on said real properties holding the Plaintiff free and harmless therefrom. The Defendant shall execute any documentation, including a Quitclaim Deed, necessary to reflect the Plaintiff's sole ownership of the real property within thirty (30) days of the entry of this Order. This is in lieu of alimony and the increase in value of the real property.

6. The Plaintiff shall receive all personal property at her two (2) real properties, all rights to the PSL and Titans tickets, and her personal property at 2076 Briar Lane, Cookeville, Tennessee. The Defendant shall receive the remaining personal property at 2076 Briar Lane, Cookeville, Tennessee.

7. The parties do not have any joint debts or obligations except as listed herein. Each party shall be responsible for any other individual debts or obligations in his/her individual name, holding the other party free and harmless therefrom.

8. The Plaintiff shall receive all right, title, and interest to the 2018 Infiniti QX60 automobile, assuming the indebtedness, if any, free and clear of any claims made by the Defendant, holding the Defendant free and harmless, therefrom. Further, the

Defendant shall execute any documentation necessary to reflect the Plaintiff's sole ownership within thirty (30) days of this Order.

The Defendant shall receive all right, title and interest to the 2016 Honda Civic Sedan, the 2011 Infiniti G37 Sedan and the 2004 Ford Expedition automobile, assuming the indebtedness, if any, free and clear of any claims made by the Defendant, holding the Defendant free and harmless, therefrom. Further, the Defendant shall execute any documentation necessary to reflect the Plaintiff's sole ownership.

9. The Plaintiff shall receive one half of the Defendant's retirement and 401K, etc. at Volunteer Medical Group or any other place, from the date of marriage to the date of divorce. The Defendant shall provide all information for the Plaintiff to receive it and Plaintiff shall receive one half of the Defendant's IRA's from the date of marriage to the date of divorce. Plaintiff shall receive one half of all the Defendant's John Hancock stock, Ameritrade and Nationwide stock and the Defendant will transfer it directly to the Plaintiff within forty-five (45) days. The Defendant shall provide statements from the accounts to the Plaintiff within thirty (30) days, including the IRA account. The Defendant will assist in getting these funds transferred within forty-five (45) days.

10. The Plaintiff shall keep all her bank accounts, including but not limited to the accounts at Ascend and Pentagon Federal and shall have one half of all the Defendant's bank accounts, including but not limited to the First Horizon bank accounts as of the date the divorce was filed as to the value and the Defendant shall pay these monies directly to the Plaintiff within forty-five (45) days.

11. Neither party is obligated to maintain health insurance on the other party after the entry of this Final Decree.

12. The Plaintiff is awarded a judgment for her attorney fees in a total amount of $6,000.00 and Defendant shall pay this directly to the Plaintiff within forty-five (45) days of this Final Decree.

13. **Notice pursuant to *Tennessee Code Annotated §36-4-134*:** This decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

14. The Court hereby rules that this is the proper Court to hear this case as to venue and jurisdiction and the Defendant's motion regarding the venue is dismissed.

15. It is further **ORDERED** that Tami Poston Ross, attorney for Plaintiff, is relieved from further responsibility as counsel of record for the purposes of service pending after thirty days if there has been no appeal or other activity by either party in this cause.

16. The Defendant shall pay all of the court costs of this action.

ENTER THIS THE 17 **DAY OF** December **2024.**

LARRY B. STANLEY, JUDGE
Sitting by Interchange

APPROVED FOR ENTRY:

TAMI POSTON ROSS, BPR #16856
ATTORNEY FOR PLAINTIFF
114 East Main Street
McMinnville, TN 37110
(931) 474-5297

I, THE UNDERSIGNED CIRCUIT COURT CLERK DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED THIS 16 DAY OF Jan 2025

WARREN COUNTY CLERK

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon Brian Samuel, 2076 Brjar Lane, Cookeville, TN 38506, by delivering a copy of same via:

✓ U.S. Mail (postage prepaid)
_____ Fax
_____ Hand-delivery
_____ Electronic email

This 19th day of December 2024.

TAMI POSTON ROSS