

**IN THE _____ COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, SHELBY COUNTY**

| | | |
|-----------------------------|---|-----------|
| JOHN DOE, Plaintiff, | * | |
| | * | |
| | * | |
| | * | |
| | * | |
| v. | * | No. _____ |
| | * | |
| JANE DOE, | * | |
| | * | |
| | * | |
| Defendant. | * | |
| | * | |

COMPLAINT FOR DIVORCE

TO THE HONORABLE CHANCELLORS AND CIRCUIT JUDGES OF SHELBY COUNTY, TENNESSEE:

The Plaintiff respectfully shows the Court the following statistical data and grounds upon which this claim for relief is based:

I.

STATISTICAL DATA

| | <u>Wife (maiden name)</u> | <u>Husband</u> |
|----------------------------|---------------------------|----------------|
| Name | | |
| Present Address | | |
| | | |
| Birthplace(City&State) | | |
| | | |
| Date and place of marriage | | |
| | | |
| Race | | |

Number of previous
Marriages

Children

Date and Place
of Separation

Education

Plaintiff has resided in Shelby County, Tennessee for more than six months next preceding the filing of this bill.

Plaintiff is a bona fide resident of Tennessee, and the acts complained of were committed while Plaintiff was a bona fide resident of Tennessee.

Plaintiff has continued to reside in Shelby County, Tennessee since the date of separation.

II.

THE PLAINTIFF CHARGES

That the parties have irreconcilable differences.

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:

1. That process issue and be served upon the Defendant requiring defendant to answer or otherwise plead to the complaint herein filed against defendant.
2. That upon hearing hereof the Plaintiff be granted an absolute divorce from the Defendant.
3. Plaintiff's former name of _____ be restored.
4. That Plaintiff be granted such further relief as the Court deems just and proper.

Respectfully submitted,

Name

Address

Phone

STATE OF TENNESSEE
SS.
COUNTY OF SHELBY

I, _____ Plaintiff in the foregoing Complaint for Divorce, first being duly sworn, make oath that the facts stated therein are true to the best of my knowledge and belief; that the Complaint is not made out of levity or by collusion with the Defendant, but in sincerity and truth and for the cause mentioned in the Complaint.

Affiant

SWORN TO AND SUBSCRIBED before me this the ____ day of _____, 2016.

Notary Public

My Commission Expires:

CERTIFICATE OF DIVORCE PROCTOR

The Divorce Proctor hereby acknowledges receipt of a copy of the foregoing Complaint for Divorce.

Dated this ____ day of _____, 2016.

**IN THE _____ COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, SHELBY COUNTY**

| | | |
|------------|---|-----------|
| JANE DOE, | * | |
| | * | |
| Plaintiff, | * | |
| | * | |
| v. | * | No. _____ |
| | * | |
| JOHN DOE, | * | |
| | * | |
| Defendant. | * | |
| | * | |

PERSONAL INFORMATION

Jane Doe
Social Security Number 123-45-6789
4150 Rose Rd
Memphis, TN
DOB: 9/28/65

John Doe
Social Security Number 132-45-0000
33 N. Main
Memphis, TN
DOB: 11/15/70

| | | |
|--|--|----------------------------|
| _____ Court County Tennessee | <h1 style="margin: 0;">UNIFORM CIVIL</h1> <h1 style="margin: 0;">AFFIDAVIT OF INDIGENCY</h1> <p style="margin: 0;">page of 2</p> | Case Number |
| _____ vs. _____ | | |

I, _____, having been duly sworn according to law, make oath that because of my poverty, I am unable to bear the expenses of this case and that I am justly entitled to the relief sought to the best of my belief. The following facts support my poverty.

- | | |
|--------------------------------------|---------------------------|
| 1. Full Name: _____ | 2. Address: _____ |
| 3. Telephone Number: _____ | 4. Date of Birth: _____ |
| 5. Names and Ages of All Dependents: | |
| _____ Relationship: _____ | _____ Relationship: _____ |
| Relationship: _____ | |
| Relationship: _____ | |

6. I am employed by: _____
 My employer's address is: _____
 My employer's phone number is: _____

7. My Present income, after federal income and social security taxes, are deducted, is: \$ _____

8. I receive or expect to receive money from the following sources:
- | | | | | |
|-----------------------|----------|-----------|-----------|-------|
| AFDC | \$ _____ | per month | beginning | _____ |
| SSI | \$ _____ | per month | beginning | _____ |
| Retirement | \$ _____ | per month | beginning | _____ |
| Disability | \$ _____ | per month | beginning | _____ |
| Unemployment | \$ _____ | per month | beginning | _____ |
| Worker's Compensation | \$ _____ | per month | beginning | _____ |
| Other | \$ _____ | per month | beginning | _____ |

9. My expenses are:
- | | | | | |
|--------------------|----------|-----------|-----------------------------|--------------------|
| Rent/House Payment | \$ _____ | per month | Medical/Dental | \$ _____ per |
| month | | | | |
| Groceries | \$ _____ | per month | Telephone | \$ _____ per month |
| Electricity | \$ _____ | per month | School Supplies | \$ _____ per month |
| Water | \$ _____ | per month | Clothing | \$ _____ per month |
| Gas | \$ _____ | per month | Child Care or | \$ _____ per month |
| Transportation | \$ _____ | per month | Court Ordered Child Support | |
| | | | Other | \$ _____ per month |

10. Assets:
- | | | | |
|--------------------------|----------|-------|-------|
| Automobile | \$ _____ | (FMV) | _____ |
| Checking/Savings Account | \$ _____ | | |
| House | \$ _____ | (FMV) | |
| Other | \$ _____ | | |

11. My debts are:
- | | |
|-------------|---------|
| Amount Owed | To Whom |
| _____ | _____ |

**IN THE CIRCUIT/CHANCERY COURT OF SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**

| | | |
|-------------------|---|--|
| |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| |) | |
| |) | |
| Defendant. |) | |

NOTICE OF INSURANCE

TO:

Notice is hereby provided to you, pursuant to T.C.A. §56-7-2366, with regard to your medical (accident and sickness) insurance, the following information:

1. [] You are currently insured under the following policy, of which your spouse is the insured or policy holder, which provided medical and/or hospital insurance for your benefit:

Insurance company: _____

Account Number: _____

I.D. Number: _____

Client Number: _____

2. [] You will no longer have medical or hospital insurance coverage as a dependent under this policy sixty (60) days after your divorce or legal separation order is

entered. **Unless you take action, you will be without health insurance coverage.**

Check if applicable:

3. This policy has a COBRA continuation provision. This permits you to continue coverage under the existing policy if certain steps are timely taken, which may include the completion of a COBRA benefits application and the payment, in advance, of premiums.

The contact person for COBRA information is as follows:

Administrator: _____

Phone Number: _____

Address: _____

 COBRA coverage is not available under this policy. Therefore, to have health insurance, you must obtain your own insurance from another source.

 The insurance coverage you currently have is a group insurance policy and you may be entitled to continuation coverage pursuant to T.C.A. §56-7-2312(d)(1). The person to contact for insurance continuation information is:

Person: _____

Phone Number: _____

Address: _____

Alternatively, know that you may obtain insurance from another source of your choice.

Dated this _____ day of _____, 2014.

Insured spouse or policy holder

By: _____
John R. Branson
Baker, Donelson, Bearman, Caldwell &
Berkowitz
First Tennessee Building
165 Madison Ave., Suite 2000
Memphis, TN 38103
Attorney for insured spouse or policy holder
(if applicable)

CERTIFICATE OF SERVICE

This is to certify that I, John R. Branson, attorney for Plaintiff/Defendant, have this day mailed, postage pre-paid, a true and correct copy of the foregoing pleading to the following:

CERTIFIED, this the _____ day of _____, 2014.

John R. Branson

IN THE CIRCUIT/CHANCERY COURT OF SHELBY COUNTY, TENNESSEE
AFFIDAVIT AS TO MILITARY SERVICE

Case #

vs

Div or Part #

STATE OF TENNESSEE
COUNTY OF SHELBY

I, _____, Complainant in the above styled
cause, hereby make oath that _____, Defendant herein,
is not a member of any branch of the military service of the United States of America, or
its allies to the best of my knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME

_____, 20 _____

Notary Public

Circuit/Chancery Court D.C.

**IN THE _____ COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, SHELBY COUNTY**

| | | |
|------------|---|-----------|
| JOHN DOE, | * | |
| | * | |
| Plaintiff, | * | |
| | * | |
| v. | * | No. _____ |
| | * | |
| JANE DOE, | * | |
| | * | |
| Defendant. | * | |
| | * | |

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into this the _____ day of _____ 2016, by and between _____, hereinafter referred to as Husband, and _____, hereinafter referred to as Wife.

WITNESSETH:

WHEREAS, the parties are now Husband and Wife, having been married on _____ in _____ County, State of _____; there are no minor children; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship; and,

WHEREAS, the parties by this Agreement desire amicably to settle and adjust fully, completely, and finally their marital and property rights and interest under the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises each to the other made and the Agreement as contained herein, subject to the approval and ratification of the Divorce

Court of Shelby County, Tennessee, the parties agree as follows:

1. The parties own no real estate.
2. Each party shall retain as their sole and separate property all personalty that is in their possession and hereby relinquishes all right, title, and interest in and to the personalty of the other.
3. The parties acknowledge that they have no joint debts and the parties hereto agree that neither party shall charge nor cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges to the credit of each that is assumed above that has not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.
4. Notice pursuant to T.C.A. 36-4-134. This agreement and the final decree entered herein does not necessarily affect the ability of a creditor to proceed against a party or a parties property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt. The parties understand that it may be in their best interests to cancel, close or freeze any jointly held accounts.
5. Each party hereby specifically waives any claim that they may have against the other for alimony, maintenance, or support. Each states this agreement provides a fair and equitable distribution of their property.
6. Plaintiff shall pay the court costs accrued in the divorce action to be filed by Plaintiff in the Divorce Court of Shelby County, Tennessee.

7. Each party agrees to pay their own attorneys' fees in connection with the aforesaid divorce action.

8. The parties accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them has had or may now have against the other party with respect to alimony, maintenance, and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year's support, and all other property rights except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower, or widow by reason of the marital relationship now existing between the parties, in and to or against the property of the other party, whether now or hereafter acquired by such other party.

9. The parties hereto acknowledge that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, that the parties have had full and adequate opportunity to seek independent legal advice by counsel of his or her selection, that the parties have executed this Agreement freely and voluntarily, neither having relied on any representation other than as expressly set forth herein, and that the provisions of this Agreement shall constitute the full, final, and complete settlement of any and all property interests between them.

10. Each of the parties does hereby agree to execute any and all instruments necessary to effectuate the provisions of this Agreement.

11. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, in addition to any other relief to which the enforcing party may be adjudged entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the

action.

12. It is further understood and agreed that the terms of this instrument may be incorporated in a Decree of Divorce granted to either party.

13. Defendant does hereby acknowledge their awareness that a Complaint for Absolute Divorce shall forthwith be filed by Plaintiff in the Divorce Court of Shelby County, Tennessee. Further, Defendant does hereby expressly waive notice of hearing and service of process upon them in connection with said divorce proceedings, notice of hearing, and agrees that their execution of this Marital Dissolution Agreement shall be in lieu of service of process, shall constitute a general appearance and Answer before the Divorce Court, giving said Court personal jurisdiction over Defendant and shall constitute a default judgment for the purposes of granting of an absolute divorce on the grounds of irreconcilable differences, in accordance with the provisions of Tennessee Code Annotated §36-4-103. Defendant further waives all rights under the Soldiers' and Sailors' relief act.

14. Wife's maiden name of _____ shall be restored.

15. The notice provision under T.C.A. § 56-7-2366 is inapplicable to the parties because neither is an insured or policy holder of a group policy of accident and sickness insurance offered for sale in the State of Tennessee, that provides coverage for hospital or medical expenses and that also provides coverage to the spouse.

IN WITNESS WHEREOF, the parties executed this Agreement the day and year above written.

STATE OF TENNESSEE

COUNTY OF SHELBY

Wife

On this _____ day of _____, 2016, personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the person described herein and who executed the foregoing instrument, and acknowledged that she executed the same as and for her free act and deed.

Notary Public

My Commission Expires:

STATE OF

COUNTY OF

Husband

On this _____ day of _____, 2016, personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as and for his free act and deed.

Notary Public

My Commission Expires:

**IN THE _____ COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, SHELBY COUNTY**

| | | |
|------------|---|-----|
| JOHN DOE, | * | |
| | * | |
| Plaintiff, | * | |
| | * | |
| v. | * | No. |
| | * | |
| JANE DOE, | * | |
| | * | |
| Defendant. | * | |
| | * | |

FINAL DECREE OF DIVORCE

This cause came on to be heard this date before the Honorable _____, Judge of the _____ Court of Shelby County, Tennessee, on the sworn Original Complaint for Divorce filed herein, waiver of service of process by the Defendant, Marital Dissolution Agreement executed by both parties, and upon the entire record in this cause, from all of which it appears to the Court that the Plaintiff is entitled to an absolute divorce on the grounds that irreconcilable differences have arisen which require dissolution of the marriage and that the Plaintiff should be awarded a final decree of divorce as a result thereof;

It affirmatively appears to the Court that the parties have made adequate and sufficient written provision in a Marital Dissolution Agreement for the equitable settlement of any property rights between them.

It further appears that the terms of the Marital Dissolution Agreement should be incorporated by reference into the final decree of divorce.

The notice provision under T.C.A. § 56-7-2366 is inapplicable to the parties because neither is an insured or policy holder of a group policy of accident and sickness insurance offered

for sale in the State of Tennessee, that provides coverage for hospital or medical expenses and that also provides coverage to the spouse.

Notice pursuant to T.C.A. 36-4-134. This decree entered herein does not necessarily affect the ability of a creditor to proceed against a party or a parties property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt. The parties understand that it may be in their best interests to cancel, close or freeze any jointly held accounts.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony heretofore subsisting between the Plaintiff, John Doe and the Defendant, Jane Doe are hereby absolutely and forever dissolved, and the Plaintiff is granted an absolute divorce and the parties are restored to all the rights and privileges of unmarried persons.

2. That the terms of the Marital Dissolution Agreement be and hereby are incorporated by reference into this Final Decree as though fully and specifically set out herein.

3. Wife's former name of _____ is hereby restored to her.

That the costs in this cause be and hereby are taxed against the Plaintiff for which let execution issue.

Judge

Date: _____

APPROVED FOR ENTRY:

Name
Address
Phone#

CERTIFICATE OF SERVICE

In accordance with the Tennessee Rules of Civil Procedure, Rule 58, I certify that a copy of the foregoing was provided to adverse party by U.S. Mail, postage prepaid, this the _____ day of _____, 2016, at the last known address.

Name



STATE DEPARTMENT OF HEALTH
CERTIFICATE OF DIVORCE OR ANNULLMENT

THIS BECOMES A LEGAL RECORD WHEN PROPERLY EXECUTED AND FILED.
 TYPE OR PRINT IN PERMANENT BLACK INK.

RULE DOCKET NO. _____

STATE FILE NO. _____

1a. HUSBAND'S NAME (First, Middle, Last) _____ 1b. SOCIAL SECURITY NUMBER _____

HUSBAND

2a. RESIDENCE—STATE _____ 2b. COUNTY _____ 2c. CITY, TOWN, OR LOCATION _____

2d. STREET AND NUMBER _____ 3. BIRTH-PLACE (State or Foreign Country) _____ 4. DATE OF BIRTH (Month, Day, Year) _____

5a. WIFE'S NAME (First, Middle, Last) _____ 5b. MAIDEN NAME _____ 5c. SOCIAL SECURITY NUMBER _____

WIFE

6a. RESIDENCE—STATE _____ 6b. COUNTY _____ 6c. CITY, TOWN, OR LOCATION _____

6d. STREET AND NUMBER _____ 7. BIRTH-PLACE (State or Foreign Country) _____ 8. DATE OF BIRTH (Month, Day, Year) _____

9a. PLACE OF THIS MARRIAGE—STATE _____ 9b. COUNTY _____ 9c. DATE OF THIS MARRIAGE (Month, Day, Year) _____ 10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month, Day, Year) _____

MARRIAGE

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify) _____ 11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify) _____ 11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED TO: No Children Husband Wife Joint (Husband/Wife) Other _____

12. PETITIONER Husband Wife Both Other (Specify) _____ 13a. NAME OF PETITIONER'S ATTORNEY (Type/Print) _____ 13b. ADDRESS (Street or R. F. D. No., City or Town, State, Zip) _____

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON: (Month, Day, Year) _____ 14b. TYPE OF DECREE Absolute Limited Annulment Chancery Probate Other (Specify) _____ 14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name) _____

14d. COUNTY OF DECREE _____ 14e. TITLE OF COURT Circuit General Sessions Other (Specify) _____ 14f. DATE OF RECORDING DECREE (Month, Day, Year) _____

DECREE

14g. SIGNATURE OF CERTIFYING COURT OFFICIAL _____ 14h. TITLE OF CERTIFYING COURT OFFICIAL _____ 14i. DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month, Day, Year) _____

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) By death By divorce or annulment Divorce or annulment _____ 18. Education—Specify Highest Grade Completed
 Elementary or Secondary (0-12) _____ College (1-4 or 5+) _____

HUSBAND

15a. _____ 16a. _____ 17a. Not previously married By death By divorce or annulment Divorce or annulment _____ 18a. _____

WIFE

15b. _____ 16b. _____ 17b. Not previously married By death Divorce or annulment _____ 18b. _____

PH-1582 (Revised 6/99)

RDA 1399

DO NOT USE A SEAL ON THIS CERTIFICATE.
 SIGNATURE MUST BE IN PERMANENT BLACK INK.

ALL ITEMS 1-18 MUST BE COMPLETED.

ALL QUESTIONS ARE LEADING

1. Your name is_____.
2. You have been a resident of Shelby County 6 months prior to filing of divorce.
3. Married to _____ on _____.
4. Separated on _____.
5. On the date of separation & today irreconcilable differences exist between you & your spouse.
6. You have entered into a Marital Dissolution agreement which you feel is fair & equitable and want the court to approve.
7. You want your former name of _____ restored. This is not to defraud creditors or avoid criminal prosecution.
8. You have no real property or minor children.
9. Neither of you have health insurance on the other.
10. You are paying the court costs.
11. Request that your divorce be granted.