

IN THE CHANCERY COURT FOR PUTNAM COUNTY, TENNESSEE

PATRICIA MARENE HALL COOMER, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 LEWIS FAY COOMER, )  
 )  
 Defendant. )

No. 2000-269  
FILED 8-23-2000  
TIME 11:55 Am.  
LINDA F. REEDER, CLERK & MASTER  
BY Linda F. Reeder  
DEPUTY CLERK & MASTER

COMPLAINT FOR DIVORCE

Plaintiff would respectfully show unto this honorable Court as follows:

I

The following is the statistical information pertaining to the parties required by Tennessee Code Annotated, Section 36-4-106:

WITH RESPECT TO THE PLAINTIFF

|                          |   |
|--------------------------|---|
| Full Maiden Name:        | Patricia Marene Hall                                |
| Social Security Number:  | 412-66-8817   |
| Race:                    | Caucasian   |
| Address:                 | 249 South Elm Avenue<br>Cookeville, Tennessee 38501 |
| Date and Place of Birth: | June 26, 1942<br>Cullman, Alabama                   |
| Previous Marriages:      | None  |

WITH RESPECT TO THE DEFENDANT

|                         |  |
|-------------------------|--|
| Full Name:              | Lewis Fay Coomer   |
| Social Security Number: | 412-64-5804  |
| Race:                   | Caucasian  |
| Address:                | Apartment No. 8<br>322 <del>312</del> West Third Street<br>Cookeville, Tennessee 38501 |

Date and Place of Birth: April 5, 1939  
Gainesboro, Tennessee

Previous Marriages: None

**WITH RESPECT TO THE MARRIAGE**

Date and Place of Marriage: July 2, 1960  
Algood, Tennessee

Date and Place of Separation: August 14, 2000  
Cookeville, Tennessee

Children Born of This Marriage: Two Children - Adults

**II**

Plaintiff alleges that jurisdiction is properly vested in this Court for the reasons that the parties are currently residents of the state of Tennessee and have been so for more than six (6) months and their residence at the time of separation was in Putnam County.

**III**

Plaintiff alleges that the marriage of the parties is irretrievably broken, that the Plaintiff has attempted reconciliation which has been unsuccessful, and that the parties have irreconcilable differences.

In the alternative, Plaintiff alleges the ground of inappropriate marital conduct on the part of the Defendant, such as would entitle the Plaintiff to divorce.

**IV**

Plaintiff avers that she is entitled to periodic alimony, both during the pendency of these proceedings and permanently.

**V**

Plaintiff avers that she is entitled to alimony in solido.

**VI**

The parties have acquired certain property during their marriage, and Plaintiff seeks an equitable distribution of said marital property at the final hearing of this cause.

Premises considered, Plaintiff prays:

1. That proper process issue and be served on the Defendant requiring him to answer this Complaint for Divorce, but his oath to his Answer is hereby expressly waived.
2. That upon a hearing in this cause, the Plaintiff be awarded an absolute divorce from the Defendant.
3. That the Defendant be required to pay periodic alimony to the Plaintiff, both during the pendency of these proceedings and permanently.

4. That the Plaintiff be awarded alimony in solido.
5. That the Court declare an equitable distribution of all of the marital property at the final hearing of this cause.
6. That the Plaintiff be awarded a reasonable amount as attorney fees for her attorney of record in this cause.
7. That the Plaintiff have such other, further, and general relief to which she may be entitled.

  
PATRICIA MARENE HALL COOMER

KENNERLY, MONTGOMERY & FINLEY, P. C.

By 

Robert H. Green, BPR# 1428  
Attorney for Plaintiff  
P. O. Box 442  
Knoxville, TN 37901  
865-546-7311

**OATH**

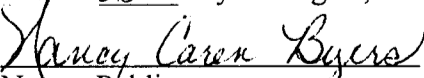
STATE OF TENNESSEE

COUNTY OF PUTNAM

Patricia Marene Hall Coomer, being duly sworn, makes oath that the facts stated in the foregoing Complaint for Divorce are true to the best of her knowledge, information, and belief, and that the Complaint for Divorce is not made out of levity or by collusion with the Defendant, but in sincerity and truth for the causes mentioned therein.

  
PATRICIA MARENE HALL COOMER

Sworn to and subscribed before me  
this, the 23<sup>rd</sup> day of August, 2000.

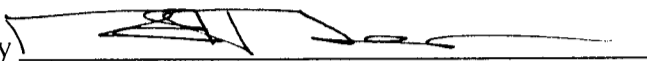
  
Notary Public

My Commission Expires: Dec. 23, 2001

**COST BOND**

It is hereby acknowledged that Kennerly, Montgomery & Finley, P. C. obligates itself as surety for the costs in this cause in an amount not to exceed Five Hundred Dollars (\$500.00).

KENNERLY, MONTGOMERY & FINLEY, P.C.

By   
Robert H. Green