6-25-74
880/203

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE,

AT NASHVILLE

Map Parcel
60-2-117

DONNA JEAN WILLIAMS COOK	X	
	X	
VS.	X	NO. 72671
	X	
LARRY RAY COOK	X	

DECREE OF DIVORCE

This cause came on to be heard this 21st day of June, 1974, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the plaintiff's petition for absolute divorce, the default judgment entered against the defendant, the testimony of witnesses in open Court, the statements of counsel for the plaintiff, and the entire record, from all of which the Court is of the opinion and finds that the plaintiff has sustained the allegations in her petition for absolute divorce in that the defendant has been guilty of such cruel and inhuman treatment or conduct toward her as renders further co-habitation unsafe and improper for her to be under his dominion and control.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Donna Jean Williams Cook, be and hereby is granted an absolute divorce from the defendant, Larry Ray Cook, and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement entered into by and between the parties be and hereby is approved by the Court and incorporated in this decree as follows:

> In this cause wherein the plaintiff, Donna Jean Williams Cook, has or is about to bring an action for absolute divorce against the defendant, Larry Ray Cook, the parties desire to enter into an agreement for the settlement of their property rights and to the plaintiff's right to alimony and to child support when and if a divorce is granted

by this Court.

1. It is agreed between the parties that the plaintiff will have sole custody of Michael Ray Cook and Larry Allen Cook, the sons of the parties, but the defendant shall have the right to visit with and see the said children at reasonable times and places.

2. The defendant will pay to the plaintiff as support for the two aforesaid children the sum of One Hundred ($100.00) Dollars per month, that sum being paid on the first day of the month commencing on the first day of the first month following the execution of this agreement.

3. The plaintiff will have all right, title and interest of the defendant in the real property owned by the parties at 3114 Meadowside Lane, Nashville, Tennessee, and being more fully described as follows:

Land in Davidson County, Tennessee, being Lot No. 88 on the plan of Section One, Parkwood Estates, of record in Book 2900, pages 119 and 120, Register's Office for said County.

Said Lot No. 88 fronts 72.2 feet on the south side of Meadowside Lane and extends back 124.7 feet on the west line and 123.8 feet on the east line to a deadline in the rear on which it measures 91.9 feet, said deadline being a broken line.

Being the same property conveyed to Larry R. Cook and wife, Donna W. Cook, by deed from Thomas B. Craig and John White, d/b/a Village Realty, as of record in Book 4334, page 898, Register's Office for Davidson County, Tennessee.

The plaintiff agrees to hold harmless the defendant from any liability for any indebtedness existing onthe said real property or for any liability which might arise out of her use or occupancy of the said property.

4. The plaintiff is to receive the 1971 Pontiac Catalina automobile, but it is agreed that the plaintiff will assume the existing indebtedness thereon due First American National Bank of Nashville, Tennessee, and hold the defendant harmless from any liability for such indebtedness.

5. The plaintiff will receive the household furniture and furnishings owned by the parties free from any liens or encumbrances.

6. The plaintiff will receive the Magnavox color television set and the RCA portable black and white television set free from any claims of the defendant.

7. The defendant will receive the 1971 Ford Ranger Pick-up Truck, assume the indebtedness thereon, and hold the plaintiff harmless from any liability for the payment of such indebtedness.

8. The defendant will receive all his fishing equipment, tools, guns, gun cabinets and ammunition free from any claims of the plaintiff.

9. The plaintiff will receive the savings account at Commerce Union Bank, such account being in her name, free from any claims of the defendant.

10. The plaintiff agrees to assume and pay a certain loan in the approximate amount of Six Hundred ($600.00) Dollars due Third National Bank of Nashville, Tennessee, and to hold harmless the defendant from any liability thereon.

11. The defendant is to receive any monies on deposit in his own name or jointly with the Nashville Metropolitan Police Department Credit Union free from any claims of the plaintiff.

12. The defendant agrees to maintain his present or similar hospitalization insurance coverage on the children of the parties until such children attain the age of majority and further agrees to retain either the plaintiff. or the children as beneficiaries of his present life insurance until such children have attained the age of majority.

The plaintiff agrees to pay the BankAmericard account in her name, such account being in the approximate amount of Four Hundred ($400.00) Dollars, and to hold harmless the defendant from any liability arising therefrom.

13. The defendant agrees to vacate the house owned by the parties at 3114 Meadowside Lane, Nashville, Tennessee, within five (5) days after the execution of this agreement.

14. It is agreed that the parties will jointly file their Federal Income Tax Return for the year 1973 and that they will divide equally any refund from such return or pay equally any additional taxes due.

15. It is agreed that the defendant will pay the costs of this cause in the Fourth Circuit Court for Davidson County, Tennessee.

All of which is, accordingly, ORDERED, ADJUDGED AND DECREED and for which execution may issue, if necessary.

ALL FURTHER MATTERS ARE RESERVED UNTO THE COURT.

JUDGE

JUN 25 1974

APPROVED FOR ENTRY:

CHRISTIAN, ROBERTS, COLEMAN & McNUTT

BY: _____
LARRY L. ROBERTS
Solicitor for Plaintiff

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IDENTIF. T REFERENCE

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FELIX Z. HILSMAN REGISTER
DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Donna Jean Williams Cook *Plaintiff, and* Larry Ray Cook *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 26th *day of* June *in the year one thousand nine hundred and* Seventy-Five *and in the* 199 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By B. Eddings, *D. C.*