Map. No. 51-4
Par. No. 83
Orig. 55040 11D

MARILEE FRANCES COTHREN	)	IN THE FIRST CIRCUIT COURT OF
	)	DAVIDSON COUNTY, TENNESSEE
	)	
VS.	)	NO. 89863
	)	
	)	
FREDEREC BARNETTE COTHREN, II	)	BOOK 5275 PAGE 219

4-4-78
144B/1405

FINAL DECREE

APR 19 78 MISC B* 10.00 * 10.00

This cause came on for hearing on this the 4th day of April, 1978, before the Honorable Robert Lillard, Judge of the First Circuit Court of Davidson County, Tennessee, upon the original complaint filed by complainant, Marilee Frances Cothren, answer and counter-complaint filed by defendant and counter-complainant, Frederec Barnette Cothren, II, with the cause proceeding to trial as an uncontested matter in view of a property and custody settlement agreement executed by the parties and submitted to the Court, with the counter-complainant withdrawing his counter-complaint in view of said agreement, testimony of complainant heard in open Court, statement of counsel of both parties and the entire record herein. From all of which the Court finds as follows:

That from the testimony of complainant it appears that the parties have irreconcilable differences which make the continuation of the marriage both impracticable and impossible;

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting by and between the parties are hereby dissolved and the complainant, Marilee Frances Cothren, is hereby awarded an absolute divorce from the defendant, Frederec Barnette Cothren, II and she is hereby restored to all the rights and privileges of an unmarried person and likewise, the defendant herein is restored to the rights and privileges of an unmarried person by virtue of the complainant herein being awarded an absolute divorce from him.

It further appears the parties have entered into the following property and custody settlement agreement which is in words and figures as follows:

A G R E E M E N T

This Agreement made and entered into at Nashville, Tennessee, on this the 4 day of April, 1978, by and between Marilee Frances Cothren, hereinafter called the "Wife" and Frederec Barnette Cothren, II, hereinafter called the "Husband."

Witnesseth:

That whereas the parties are man and wife and serious marital problems have arisen and the differences are such between the parties as a reconciliation is impossible and desireing to settle their property rights subject to the approval of the Court, they agree as follows:

1. The wife shall make application to the Court for a decree of absolute divorce on the grounds of irreconcilable differences.

2. The custody of the minor child of the parties; to wit: Frederec Barnette Cothren, III, Age 6, shall be vested ~~jointly~~ in the ~~husband and~~ wife with the physical possession of said child to remain with the wife with reasonable visitation privileges awarded the husband and natural father. The husband shall pay to the wife the sum of $250.00 per month for the support and maintenance of the minor child of the parties.

3. That the homeplace of the parties located on Finland Drive, Nashville, Tennessee, shall be placed upon the market for sale and after payment of expenses of sale and any mortgages due and owing thereon the balance of the proceeds of sale shall be divided equally between the husband and wife. Both parties agree to sign all necessary documents in order to list said real property for sale and both agree to execute all necessary documents pertaining to the closing of said sale when called upon to do so, unless an alternate agreement is reached by the parties. It is further understood said homeplace shall be listed for sale at a purchase price of $115,000.00, however, neither party can guarantee the home will actually sell for said amount. It is the intent of both parties to have said homeplce bring the highest amount possible and both agree to work toward an amicable sale of the same in keeping with the fair market value of said real estate.

4. The husband and wife agree the household furniture and furnishings of the parties shall be divided between them and the husband shall retain those items coming from his family.

5. The wife shall retain the 1977 Seville Cadillac automobile now in her possession and shall be responsible for payment of the mortgage thereon and agreed to execute all documents required by the lien holder showing her responsibility thereon and the husband agrees to direct said lien holder to transfer title of said vehicle to the wife solely.

6. The husband shall retain the property owned by he and his father free and clear of any claim which may be made by the wife by virtue of the marriage.

7. Each party agrees to pay their own attorney's fees.

8. The wife agrees to make no further or other charges upon the credit of the husband and shall make no further or other claim for alimony.

9. Each party shall retain their own personal property consisting of jewelry and other similar personal items.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

/s/ Marilee Frances Cothren
WIFE

/s/
WITNESS

/s/ Frederec Barnette Cothren,II
HUSBAND

/s/
WITNESS

It is, therefore, ORDERED, ADJUDGED and DECREED that the custody of the minor child; to wit: Frederec Cothren, III, is vested ~~jointly~~ in the ~~husband and~~ wife with the physical possession of said child to remain with the wife with reasonable visitation privileges awarded the husband and natural father.

It is further ORDERED and DECREED that the defendant shall pay to complainant the sum of $250.00 per month for the support and maintenance of the minor child.

It is further ORDERED and DECREED that the homeplace of the parties located at 1442 Finland Drive, Nashville, Tennessee, shall be sold as per the agreement of the parties incorporated herein and the proceeds after payment of any mortgages and expenses of sale shall be divided equally between the parties and both parties shall execute all necessary documents to effectuate said sale of the homeplace. Said agreement san be altered only by agreement of both parties as stated in the property settlement agreement. Said real property is more particularly described in words and figures as follows:

Being Lot No. 10 on the plat of Skyline Subdivision of record in plat Book 3700, page 46, Register's Office for said County.
Said Lot No. 10 fronts 275.0 feet on the north margin of Finnland Drive' and extends back 682.1 feet on the east line' and 695 feet on the west line' to a line on the rear on which it measures 275.5 feet.
Being the same property conveyed to Frederec B. Cothren, II and wife, Marilee E. Cothren by deed from Finn Built Homes, Inc. of record in Book 4742, page 495, Register's Office for Davidson County, Tennessee.
Easement for roadway being 50-feet as set out in instrument of record in Book 4283', page 609, by and between Finn Built Homes, Inc., dated October 31, 1968. This is a private roadway and the maintenance there of shall be by the owners of Lot No 9- Lot No 10- Lot No 11- Lot No 12-Lot No 13.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.

It is further ORDERED that any attorney's fees owed by the parties as per the agreement herein is hereby made a lien upon that party's interest in the proceeds of sale of the above real property as each party shall bear their own respective attorney's fees incurred in this matter.

It is further ORDERED and DECREED that the real property located at 601 Gallatin Road, Madison, Tennessee, and 106 Harrington Avenue, Madison, Tennessee, having come to the parties through the parents of the defendant herein shall become the property of the defendant and counter-complainant, Frederec Barnette Cothren, II and any right, title or interest the complainant has therein is hereby divested from her and reinvested in the said Frederec Barnette Cothren, II, to be his absolutely and in fee simple. Said real property is more particularly described as follows:

FIRST PARCEL:
Land in Davidson County, Tennessee, being Lot No. 22, and the northerly 14.67 feet of Lot No. 21 on the Map of Madison Realty Company's Subdivision, as of record in Book 547, page 164, Register's Office for said County.

Said Lot No. 22 and part of Lot No. 21 front together 70 feet on the easterly side of Gallatin Road and run back between parallel lines, with the southerly margin of Harrington Avenue 150 feet to a dead line.

Also that part of the 40 foot street deeded to Littel Ruse, et al, in Book 1040, page 306, said Register's Office, lying immediately west of these lots.

Being the same property conveyed to Frederec B. Cothren II and wife, Marilee Easter Cothren by deed from Frederec B. Cothren and wife Edythe S. Cothren of record in Book 4992, page 647, Register's Office for Davidson County, Tennessee.

This property is known as 601 Gallatin Road, South, Madison, Tennessee 37115.

SECOND PARCEL:
Land in Davidson County, Tennessee, being Lot No. 23 on the Map of Madison Realty Company's Subdivision, as of record in Book 547, page 164, Register's Office for said County.

Said Lot fronts 49.6 feet on the south side of Harrington Avenue and runs back 193.66 feet on the west line and 190 feet on the east line to a dead line, measuring 78.6 feet thereon.

Being the same property conveyed to Frederec B. Cothren II and wife, Marilee Easter Cothren by deed from Frederec B. Cothren and wife, Edythe S. Cothren of record in Book 4992, page 647, Register's Office for said County.

THIRD PARCEL:
Land in Davidson County, Tennessee, being Lots Nos. 24 and 25 on the map of Madison Realty Company's Subdivision at Madison, Tennessee, as of record in Book 547, page 164, Register's Office for said County.

Said Lots Nos. 24 and 25 adjoin and front together 100 feet on the southerly side of Harrington Avenue and run back between parallel lines 190 feet to a dead line.

Being the same property conveyed to Frederec B. Cothren II and wife, Marilee Easter Cothren by deed from Frederec B. Cothren and wife, Edythe S. Cothren of record in Book 4992, page 647, Register's Office for said County.

This property is known as 106 Harrington Avenue.

It is further ORDERED and DECREED that all other items of the agreement herein incorporated are hereby approved by the Court and made the judgment hereof in all respects.

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

JUDGE

APPROVED FOR ENTRY:

Attorney for Complainant

Attorney for Defendant

IDENTIF. REFERENCE

APR 19 12 01 PM '78

FELIX Z. HULSEY, REGISTER
DAVIDSON COUNTY, TENN.

E 6068

Minute Book 144 B Page 1405

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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Marilee Frances Cothren *Plaintiff, and* Frederec Barnette Cothren, II *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* 13th *day of* May *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*