IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

In re the Marriage of WALTER L. COOK, JR., Petitioner, and RUTH E. COOK, Respondent.	NO. DR 71777 DECREE OF DISSOLUTION OF MARRIAGE BOOK 5446 PAGE 713

This cause having come on regularly to be heard by the Court, sitting without a jury on the 6th day of October, 1977, both parties present in person and through counsel,

WHEREUPON, the parties stipulated in open court that the matter be heard on Petitioner's Petition as though by default;

Petitioner having been sworn and testified and a Property Settlement Agreement having been presented to the Court and admitted into evidence,

THE COURT FINDS as follows:

1. The allegations of Petitioner's Petition are substantially true and proven;

2. The Court has jurisdiction over the parties and the subject matter of Petitioner's Petition;

3. The parties have been residents of and domiciled in Maricopa County, Arizona for more than ninety days preceding the filing of the Petition herein;

4. The marriage between the parties is irretrievably broken and the conciliation provisions of A.R.S. §25-381.09 have been met or do not apply.

THE COURT has considered the provisions of the Property Settlement Agreement with respect to the division of the property and the debts of the parties and other matters set forth therein and finds that said provisions are not unfair and are reasonable, and therefore the Property Settlement Agreement is hereby approved

Robert A. Chard
Attorney at Law
5133 N. Central Avenue
Suite 206
Phoenix, Arizona 85012

and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED dissolving the marriage heretofore existing between the parties and incorporating herein as a part hereof, the Property Settlement Agreement marked Exhibit "A", which is attached hereto.

DONE IN OPEN COURT this 12 day of October, 1977.

Judge of the Superior Court

Approved as to form
this 12 day of
October, 1977 by:

Coit I. Hughes
Attorney for Respondent

Robert A. Chard
Attorney at Law
5133 N. Central Avenue
Suite 206
Phoenix, Arizona 85012

PROPERTY SETTLEMENT AGREEMENT BOOK 5446 PAGE 715

THIS AGREEMENT, entered into this 6 day of Oct., 1977, by and between WALTER L. COOK, JR. ("HUSBAND") and RUTH E. COOK ("WIFE")

W I T N E S S E T H

WHEREAS unhappy differences have arisen between the parties, resulting in the filing of a petition for dissolution of marriage in the Superior Court of the State of Arizona, in and for the County of Maricopa, being numbered DR 71777 and

WHEREAS it is the desire of the parties hereto to fully and finally settle their personal and property rights hereby,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

I. HUSBAND hereby sells, assigns and conveys to WIFE:

1. That certain real property located in Madison, Davidson County, Tennesee described as follows:

See EXHIBIT "A" attached

subject to any and all encumbrances existing thereon, which WIFE agrees to assume and pay according to their terms, and to hold HUSBAND harmless from any liability in connection therewith.

2. All the furniture, clothing, personal effects and household furnishings presently in WIFE's possession including appliances and kitchenware, subject to any and all encumbrances existing thereon, which WIFE agrees to assume and pay according to their terms.

3. That certain 1973 Ford F100 1/2 ton pickup truck presently in WIFE's possession subject to any and all encumbrances existing thereon, which WIFE agrees to assume and pay according to their terms.

4. All of his right, title and interest in and to all savings and checking accounts in WIFE'S name, together with all policies of insurance, pension or retirement plans in which WIFE is presently enrolled or in which she may enroll in the future.

5. WIFE agrees, in addition to the obligations hereinabove mentioned, to assume and pay the following obligations:

a. The Woolco Accounts

b. The Arizona Telco Account (Truck Loan)

c. Commerce Union Bank (2nd Mortgage)

d. First Federal Savings & Loan (1st Mortgage)

e. Dial Finance Co. Account

f. Any and all obligations incurred by her subsequent to date of separation (June 3, 1976) not expressly set forth herein.

5.(a) Husband agrees, in addition to any other obligations which Husband agrees to pay hereunder and hold WIFE harmless therefrom, any Income Tax levied herein or accrued prior to June 3, 1976, ~~and to pay the WIFE's attorney fees in the sum of~~ FOUR HUNDRED SEVENTY FIVE DOLLARS ($475.00). Pay Avco

6. WIFE agrees to resign from any and all offices and/or directorships held in R & W Dental Lab, Inc., effective immediately.

7. WIFE hereby sells, assigns and conveys to HUSBAND, all of her right, title and interest in and to the following real and personal property, subject to any and all encumbrances existing thereon, which HUSBAND agrees to assume and pay according to their terms and to hold WIFE harmless from any liability in connection therewith:

a. That certain improved parcel of real estate, located in the City of Phoenix, County of Maricopa, State of Arizona, described as follows:

Lot 272 MARYVALE TERRACE No. 40A

Parcel No. 103-16-480

commonly known as 5539 West Coronado Road, Phoenix, Arizona.

b. All of her right, title and interest in and to the Arizona corporation known as R & W Dental Lab, Inc., including corporate stock and any and all assets owned by said corporation at the time of the signing of this Agreement, or acquired thereafter.

c. All personal property presently in HUSBAND's possession, including furniture, furnishings, clothing, vehicles, lab equipment, animals, personal effects, or any other personal property of any kind or nature.

8. HUSBAND hereby agrees to assume and pay, and hold WIFE harmless on account of any and all liability in connection with the following obligations:

a. All obligations incurred in connection with R & W Dental Lab, Inc., with the exception of one-half of any income taxes for the year of 1976 as hereinabove set forth.

b. Dr. Mark Passell (Periodontist)

c. Dial Fianance Co. Account (Radio Control Unit)

d. Postal Fianance Co. Account (Zenith TV)

e. Sutter Trust Co. (Mortgage on 5539 W. Coronado Rd.)

f. One half (1/2) of the 1976 Federal and State Income taxes due, including one-half (1/2) of all penalties and interest accruing thereon.

g. Any and all obligations incurred by HUSBAND since June 3, 1976.

9. The parties hereto hereby agree henceforth to live separate and apart from each other, not to annoy, harass or interfere with the activities of each other, in any way, and that the acquisitions and obligations of each shall be

the separate property and obligation of the party acquiring or incurring same from June 3, 1976 henceforward.

10. The parties each agree to execute, promptly upon demand, any and all documents reasonably necessary to carry the foregoing Agreement to effect.

11. It is further mutually agreed that this Agreement shall become a part of, and incorporated into any Decree of Dissolution of the marriage presently existing between the parties hereto.

12. The parties further agree that the foregoing Agreement represents a fair and equitable division of the community property and obligations of the parties.

IN WITNESS WHEREOF, the parties have set their hands, effective as of the day and year first above set forth.

Walter L. Cook Jr.
Walter L. Cook, Jr. ("HUSBAND")

Ruth E. Cook
Ruth E. Cook ("WIFE")

Subscribed and sworn to before me the undersigned Notary Public by Walter L. Cook, Jr. this 29th day of August, 1977.

Ruth Hansen
NOTARY PUBLIC

My Commission Expires:

My Commission Expires [illegible]

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Tom G. Coleman Jr., a Notary Public in and for said County and State, the within named Ruth E. Cook

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 5th day of June 1979

Commission expires Aug. 3, 1980

Tom G. Coleman
Notary Public

Being Lot No. 25 on the Map of Section One, Moringside Heights, of record in Book 1130, page 76, Register's Office for said County, and described as follows:

Beginning at a point in the westerly margin of Barry Drive, the common corner of Lots Nos. 24 and 25; thence with the line between said lots, nothwesterly 145 feet to the easterly line of Lot 27; thence with the line between lots 25 and 27, southerly 24 feet to the corner of Lot 27; and continuing southerly, with the line between Lots 25 and 26, 104.7 feet to the northerly margin of Perkly Drive; thence with the margin of said Drive, easterly 104.25 feet to the beginning of a curve; thence with said curve, northeasterly 47.1 feet to the westerly margin of Barry Drive; thence with the margin of the same, northerly 51.99 feet to the beginning.

Being the same property conveyed to Roger L. Hornbostel and wife, Delores M. Hornbostel by deed from Louis N. Farringer, Trustee, with full power, as of record in Book 3571, page 567 said Register's Office.

Commonly known as 101 Barry Drive, Madison, Tennessee, 37115.

F. 3 3 3 5 2
IDENTIF. REFERENCE
JUN 7 11 34 AM '79
FELIX Z. H. SCRUGGS REGISTER
DAVIDSON COUNTY, TENN.

EXHIBIT "A"