126B/1064

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JACQUELINE EVE VANZANT COOKE,)
)
Plaintiff,)
)
vs.) No. 82D-920
)
JOHN WHITE COOKE,)
)
Defendant.)

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FINAL DECREE

This cause came on to be heard before the Honorable A.B. Neal, Jr. ~~Benson Trimble~~, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on August 13, 1982, upon Plaintiff's Complaint and Motion for Default Judgment, the Plaintiff's proof, statement of counsel, and the entire record in said cause, from all of which it appears to the Court, and the Court finds, that the allegations of the Complaint as to irreconcilable differences between Plaintiff and Defendant are sustained by the proof and that there are irreconcilable differences between the Plaintiff and the Defendant, and that the Plaintiff should be granted an absolute divorce from the Defendant;

It is accordingly ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Jacqueline Eve Vanzant Cooke, be and hereby is granted an absolute divorce from the Defendant, John White Cooke, and the Plaintiff is hereby restored to all rights and privileges of an unmarried person.

And it appearing to the Court that the parties hereto have reached a Property Settlement Agreement between themselves, which Property Settlement Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 10th day of March, 1982, by and between JACQUELINE EVE VANZANT COOKE, hereinafter

referred to as "Wife," and JOHN WHITE COOKE, hereinafter referred to as "Husband."

WITNESSETH:

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

WHEREAS, it is the desire of both parties to enter into an agreement with respect to their property rights; and

IT IS, THEREFORE, AGREED:

1. That this Agreement shall become binding upon the parties and their respective legal representatives, successors and assigns, immediately upon the execution of this Agreement by the "Husband" and the "Wife" and further, shall be incorporated as a Property Settlement Agreement in any Final Decree of Absolute Divorce granted to the "Wife" provided that the provisions of this Agreement are approved by the Court.

2. "Husband" and "Wife" shall have joint custody of the minor child, John Ransom Cooke, with reasonable visitation rights granted to both parents of said child.

3. The "Husband" agrees to pay as child support the tuition of his son, John Ransom Cooke, at the University School in Nashville, Tennessee, until John Ransom Cooke graduates from said school. In addition, "Husband" agrees to pay as monthly child support one-half of his net income from Tennessee State University until John Ransom Cooke graduates from University School. "Husband" is to be allowed to claim his son, John Ransom Cooke, as a dependent for income tax purposes for the tax years 1982 and 1983 only.

4. "Husband" further agrees to pay all college expenses to include tuition and fees, books and supplies, room and board, a reasonable allowance for clothing, laundry and dry cleaning, spending money and medical expenses for John Ransom Cooke until said child has completed a four year college program. "Husband"

agrees to deposit Eight Thousand ($8,000.00) Dollars in his son's name to be used by his son for education expenses. "Wife" agrees to also deposit Eight Thousand ($8,000.00) Dollars in her son's name for his use in educational expenses. With the deposit of Eight Thousand ($8,000.00) Dollars by "Husband" and the deposit of Eight Thousand ($8,000.00) Dollars by "Wife" there will be allocated Thirty-Five Thousand ($35,000.00) Dollars set aside for the son's college expenses. "Husband" and "Wife" agree that "Husband" will not be called on to pay additional college expenses for their son until the money previously set aside, Thirty-Five Thousand ($35,000.00) Dollars has been exhausted in paying these expenses.

5. The "Husband" and "Wife are owners as tenants by the entirety of a homeplace located at 5716 Vine Ridge Drive, Nashville, Davidson County, Tennessee. "Husband" agrees to execute a quitclaim deed on the above described property conveying all his right, title and interest in the aforesaid property to his "Wife." The execution of this deed is to be completed and the deed recorded prior to the entry of a final decree in this divorce.

6. "Husband" agrees to convey to "Wife" by proper documentation a 1979 Volkswagen automobile and a 1973 Volkswagen automobile currently owned by "Husband."

7. "Husband" owns 200 shares of Exxon stock, 100 shares of Gulf stock and 100 shares of New England Electric System stock. "Husband" agrees to convey the following shares of stock to "Wife":

100 shares of New England Electric System stock;

100 shares of Exxon stock; and

83 shares of Gulf stock.

8. "Husband" is the owner of a $10,000.00 Certificate of Deposit which will remain the sole property of the "Husband."

9. "Husband" agrees to convey one-half of all bonds currently owned by him to "Wife."

10. "Husband" agrees to assign and convey to "Wife" for her life and then to his son, John Ransom Cooke, and his daughter, Margaret Alicia Cooke, share and share alike, all right, title and interest "Husband" now has in land rights, mineral rights and oil and gas royalty interest and payments currently being received from Amoco Production Company as a result of "Husband's" interest in the State of Texas.

"Husband" and "Wife" agree to divide equally one-half to the "Wife" and one-half to the "Husband" any monies received as a result of the litigation in Texas in the case styled: Arendale Trustee, et al. vs. Amoco Production Co., et al., Case No. 62,740-A Brazoria County, Texas (the old Ocean Royalty case).

11. "Husband" and "Wife" agree that "Husband" is to have sole possession of and be the sole owner of all monies coming to him by virtue of his ownership of real property in the State of Kentucky.

12. "Husband" is a beneficiary from the estate of John M. Sturgeon, III,of Beaufort County, South Carolina. "Husband" agrees to assign one-half of this legacy to "Wife" with the stipulation that "Husband" is to receive the first distribution of $55,000.00 and that the "Wife" is to receive an equal amount from subsequent distribution so that "Wife" will receive one-half of all bequests owed to "Husband."

13. The "Husband" and "Wife" have made a satisfactory division of the other personal property owned by the parties.

14. The "Husband" agrees to pay all existing debts incurred by the "Husband" and the "Wife" prior to the execution of this Agreement dated this the 10th day of March, 1982.

15. "Husband" agrees to maintain health care insurance on his son, John Ransom Cooke, until his son reaches twenty-five (25) years of age.

16. Following the execution of this Agreement, neither party shall be authorized to act as agent for the other in any transaction and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible and each agrees to indemnify and hold the other party harmless against any and all debts or obligations made or incurred by him or her after the date of this Agreement.

17. Each party expressly agrees that he or she has entered into this Agreement under mutual consideration, that consent to the execution of this Agreement has not been obtained by duress, fraud or undue influence of any person, and that no representations of fact have been made by either party to the other, except as herein expressly set forth and that each has full knowledge of the business and affairs and nature and extent and value of the separate property of the other and that this Agreement is fair and reasonable.

18. Each of the parties agrees to execute and deliver to the other party, any document that may be reasonably required to accomplish the intention of this Agreement and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property, both real and personal, and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

19. This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the date first above written.

/s/ Jacqueline Eve Vanzant Cooke
JACQUELINE EVE VANZANT COOKE
"Wife"

/s/ John White Cooke
JOHN WHITE COOKE
"Husband"

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me Jacqueline Eve Vanzant Cooke, a Notary Public in and for the aforementioned County and State, JACQUELINE EVE VANZANT COOKE, and made oath that she has read the foregoing Property Settlement Agreement and that the same sets forth her full understanding and knowledge of the same.

Dated this 10th day of March, 1982.

/s/ Lori L. Morehead
NOTARY PUBLIC

My Commission Expires: April 21, 1985

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me John White Cooke, a Notary Public in and for the aforementioned County and State, JOHN WHITE COOKE, and made oath that he has read the foregoing Property Settlement Agreement and that the same sets forth his full understanding and knowledge of the same.

Dated this 10th day of March, 1982.

/s/ Lori L. Morehead
NOTARY PUBLIC

My Commission Expires: April 21, 1985

AND IT FURTHER APPEARING TO THE COURT that said Property Settlement Agreement is fair and reasonable and should be in all things and respects approved, and that all division of property, alimony, child support and custody should be as provided in said agreement, it is so accordingly ORDERED, ADJUDGED AND DECREED by the Court.

IT FURTHER APPEARING TO THE COURT that an amended complaint was filed by Plaintiff asking that she be restored to the name of Jacqueline Eve Vanzant, and it is so accordingly ORDERED, ADJUDGED AND DECREED that the Plaintiff be restored to the name of Jacqueline Eve Vanzant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff shall pay the costs of this cause, to enforce the collection of all of which execution may issue, if necessary.

ENTERED this the 13th day of August, 1982.

HONORABLE BENSON TRIMBLE
JUDGE OF THE FOURTH CIRCUIT COURT
DAVIDSON COUNTY, TENNESSEE

APPROVED FOR ENTRY:

FLYNN AND ASSOCIATES

BY: John B. Link III
JOHN B. LINK, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been forwarded to Mr. John White Cooke, the Defendant, at 1012 Norfleet Drive, Nashville, Tennessee 37220, this the 13 day of August, 1982.

John B. Link III
JOHN B. LINK, III

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IDENTIF. REFERENCE

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

mail
John Link
1520 - One Commerce Pl.
37239

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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 ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Jacqueline Eve Vanzant Cooke *Plaintiff, and* John White Cooke *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* 1st *day of* October *in the year one thousand nine hundred and* eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Nye, *D. C.*

Form #GR-117