IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1984 MAR 20 AM 9:54
[illegible] CLERK, CIR.CT.
[illegible] D.C.

LINDA DELPH COX]
] BOOK 6325 PAGE 777
v.] NO. 83D-3505
]
ROBERT EARL COX]

Map 43-13 Par-230

FINAL DECREE

This matter came on for hearing on the 6th day of March, 1984, upon the Complaint for Absolute Divorce filed by petitioner Linda Delph Cox, the signed and notarized Property Settlement, and the tetimony of petitioner. From all of this, the Court finds:

1. The parties, Linda Delph Cox and Robert Earl Cox, were married September 13, 1971, in Madison, Tennessee;

2. They separated in Davidson County, Tennessee, on August 17, 1983;

3. There exist irreconcilable differences in this marriage;

4. The defendant has been personally served with process herein;

5. The parties have entered into a Property Settlement Agreement which is fair and equitable and which adequately provides for the custody and support of the minor child of this marriage. This Property Settlement Agreement provides that Linda Delph Cox shall be the sole and exclusive owner of the parties' residence located at 425 Elm Street, Madison, Davidson County, Tennessee.

Said agreement is, in facts and figures as follows:

06/27 27.00- CHECK

3927

FILED

1983 OCT 26 PM 1:58

GEORGE L. ROGERS, CLERK

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA DELPH COX] M.B. D.C.

v.] NO. 83D-3505

ROBERT EARL COX]

BOOK 6325 PAGE 778

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this _____ day of _____. 1983, by and between LINDA DELPH COX, hereinafter referred to as "Wife," and ROBERT EARL COX, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, the parties hereto are husband and wife, having been married September 13, 1971, in Madison, Tennessee; and

WHEREAS, the parties have one minor child, Laura Monique Cox: and

WHEREAS. the parties have been. and are now, living separately. and have no expectation of resuming marital relations· and

WHEREAS, certain irreconcilable differences have arisen between the parties resulting in Wife's filing a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties agree that the following provisions are in the best interest of the minor child and that this agreement makes an adequate and proper provision for the custody and support of the minor child;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree and covenant as follows:

1.(a) Child Custody: the parties have one minor child of this marriage, namely. Laura Monique Cox, age eleven (11) years, and the parties agree that the exclusive custody of this child shall be vested in the Wife, with Husband having reasonable visitation rights upon Husband's giving Wife one (1) week notice. Husband's visitation shall be limited to Davidson County, Tennessee, and he shall not remove the child from the Davidson County area while exercising his visitation privileges.

(b) The parties agree that the best interests of the child require that she not be exposed to situations where either party has a non-related person of the opposite sex in the home overnight.

(c) Child Support: Husband shall pay to Wife the sum of Fifty Dollars ($50.00) per week as child support, the first payment of which shall be due on the first day of the following week after execution of this Agreement and thereafter until the child reaches age of majority.

(d) While she is employed, Wife shall maintain in effect a health and hospitalization policy which will provide medical coverage for the child. Medical, dental, and orthodontic bills of the child which are in excess of insurance coverage shall be paid one-half by each party. Each party agrees to indemnity and hold the other harmless from any liability that might be incurred as a result of the other party's failure to fulfill this obligation.

2. Real Property: (a) The parties are the owners of a home located at 425 Elm Street, Madison, Davison County,

Tennessee. Husband agrees that he will convey and quitclaim all of his right, title and interest in and to the parties home to Wife Wife will assume responsibility for paying the mortgage on the residence.

Husband shall pay the second mortgage on the residence owing to Third National Bank of Nashville, Tennesse, in the amount of $185.00 per month. Husband shall indemnify and hold Wife harmless from any and all liability for such debt.

(b) The parties jointly owe to Sears on an account with a present balance of approximately $600.00. The parties acknowledge that aproximately $300.00 of this account represents charges for tools the husband purchased. Husband shall no longer have charging privileges on this particular account and shall pay Wife the sum of $300.00 within sixth (60) days of the execution of this agreement for that portion of the account solely attributable to him. Wife shall be responsible for paying the Sears account (less the $300.00 payment from Husband) and she alone shall have charging privileges thereon.

3. Personal Property:

(a) Wife shall take the 1977 Oldsmobile Cutlass Supreme. Husband shall transfer all his rights and interest therein to Wife.

(b) Husband shall take the van and Husband shall hold Wife harmless and indemnify here from any and all indebtedness that might be owed thereon.

(b) Wife shall take the household furnishings, that personal property she brought into the marriage, and the personal property uniquely associated with her, e.g., personal clothing and effects.

(c) Husband shall take the personal property uniquely associated with him, e.g., personal clothing and effects.

(d) The balance of personal property and household goods have been previously divided by the parties and said division is hereby approved by the parties and incorporated into this agreement.

4. Transfer Documents: the parties agree to execute any and all documents necessary to put the provisions of this Agreement into effect within thirty (30) days of the date of the execution of this agreement.

6. Attorney's Fees: each party will be responsible for his or her respective attorney's fees, if any.

7. Court Costs: the parties agree that the costs of this cause shall be paid by Husband.

8. Other than herein provided, each of the parties waives any and all rights which he or she may have in and to the property or estate of the other.

9. It is understood and agreed between the parties that, from and after the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and legal expenses incurred, if any.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

11. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each

party acknowledge that the Agreement is fair and equitable and that it is being entered into voluntarily.

12. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

BOOK 5325 PAGE 782

Linda Delph Cox
Linda Delph Cox

Robert Earl Cox
Robert Earl Cox

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, Nancy J. Clark a Notary Public in and for the aforesaid State and County, LINDA DELPH COX, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 22 day of September, 1983.

Nancy J. Clark
Notary Public

My Commission Expires:
My Commission Expires April 20, 1986

STATE OF ~~TENNESSEE~~ FLORIDA]
]
COUNTY OF Sarasota]

Personally appeared before me, Robert Earl Cox, a Notary Public in and for the aforesaid State and County, ROBERT EARL COX, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

BOOK 5325 PAGE 783

Sworn to and subscribed before me this 30th day of September, 1983.

Roy A. Chapman
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires April 2, 1987
Bonded Thru Troy Fain - Insurance, Inc.

Based upon these findings, it is therefore ORDERED, ADJUDGED, and DECREED that:

(1) the plaintiff is granted an absolute divorce from the defendant on the grounds of irreconcilable differences;

(2) that the Property Settlement Agreement as above set out is incorporated into and made a part of this Decree;

(3) title to the marital home is hereby divested from Robert E. Cox and vested solely and exclusively in Linda Delph Cox, that property being more particularly described as follows:

> BEING Lot No. 25 and the westerly parts of Lots No. 17 and 18 of the Plan of Forrest Park Subdivision, Block "H", as of record in Book 843, Page 44, Register's Office for Davidson County, Tennessee.
>
> SAID Lot NO. 25 and said westerly parts of Lots No. 17 and 18 front 67 feet on the northerly margin of Elm Street and extends back 100 feet on the easterly line and 200 feet on the westerly line to a broken, three-sided line in the rear measuring 167 feet thereon.
>
> BEING the same property conveyed to Robert Earl Cox and wife, Linda Cox by deed from Thomas F. Burson, and wife, Theresa G. Burson, of record in Book 5058, Page 616, Register's Office for Davidson County, Tennessee.

(4) the costs of this cause are assessed to the defendant Robert Earl Cox.

This 20th day of March, 1984.

Muriel Robinson

Muriel Robinson, Judge

Approved for Entry:

E. E. EDWARDS & ASSOCIATES

Sabin R. Thompson
Attorney for Defendant
Suite 205, University Plaza
112 21st Avenue South
Nashville, Tennessee 37203
Phone: (615) 327-3334

CERTIFICATION

I hereby certify that a true and correct copy of the foregoing Final Decree was mailed by United States mail, postage pre-paid, to Robert Earl Cox, 2602 14th Street West, Apartment #2, Bradenton, Florida 33505, on this 15th day of March, 1984.

Sabin R. Thompson

BOOK 6325 PAGE 735

I 3 2 4 4 7

IDENTIF. REFERENCE

JUN 27 2 47 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Docket Number: 83D-3505 Minute Book 135C, Page 1815

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Linda Delph Cox *Plaintiff, and* Robert Earl Cox *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* 27th *day of* June *in the year one thousand nine hundred and* eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Becky Allen, *D. C.*

Form #GR-117