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1286/1174

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

D.C.

JAMES MICHAEL COX)
)
)
-vs-) NO. 83D-2083
)
)
JEANNINE COX)

FINAL DECREE OF DIVORCE

This cause came on to be heard on this the 15th day of September, 1983, before the Honorable Harry S. Lester, Judge for the Second Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce filed by Husband, James Michael Cox, testimony of Husband heard in open Court, statement of counsel and from the entire record in the cause, from all of which it appears to the Court that the parties have been experiencing irreconcilable differences and that the Property Settlement Agreement between the parties as submitted for the Court's approval is reasonable and fair.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Husband, James Michael Cox, be, and he is hereby awarded an absolute divorce from Jeannie Cox and that the bonds of matrimony heretofore existing and subsisting between the parties are forever severed and held for naught, and Husband is 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 as agreed by and between the parties is reasonable and is hereby approved and made a part of this judgment as follows:

(Map - Par No. 064-12-0-A 140.00)

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this the 28th day of June, 1983, by and between MICHAEL COX, hereinafter referred to as "Husband," and JEANNINE COX, hereinafter referred to as "Wife;"

W I T N E S S E T H:

WHEREAS, Husband and Wife are experiencing serious marital difficulties and are living separate and apart from each other; and,

WHEREAS, there will be in the immediate future a divorce action between the parties to be filed in the Circuit Court for Davidson County, Tennessee, to which reference is hereby specifically made.

WHEREAS, the parties hereto desire to settle all questions of property rights between them, not in collusion, but fully aware that said Agreement is made subject to the approval of the Court.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings, hereinafter more fully set forth, and for other good and valuable consideration, the parties agree as follows:

1. That Wife shall have as her sole and separate property the following items of personal property: tape player of stero/and stereo; outside table and chairs; vacuum cleaner; 2 lamps (1 small in den-clear, 1 large in living room); 3 new posters (2 in pink bedroom and 1 in den); waterbed; mixer (large one); rocker upstairs; coffee maker; small stereo for exercise; cutting board; basket of flowers on counter; white dishes; 1 set of glasses (smoked brown);

silverware from wedding; plants downstairs; white bedroom suite; heavy pans; Kiki (cat); one-half of kitchen ware; one-half of linens and table with 2 round matching chairs from living room.

2. It is understood and agreed that Husband will tender to Wife the sum of Fifteen Thousand and NO/100 ($15,000.00) Dollars, receipt of Three Thousand and NO/100 ($3,000.00) Dollars is hereby acknowledged by Wife with the remaining balance of Twelve Thousand and NO/100 ($12,000.00) Dollars to be tendered within one (1) year from the execution hereof.

3. Husband shall have as his sole and separate property all the rest and remaining personal items of property not hereinabove set out.

4. It is further agreed between the parties that Wife shall receive as her sole and separate property the 1981 280 Z Datsun automobile. Each party agrees to execute any and all necessary documents to convey title to the other of said automobiles and it is mutually agreed that Husband shall be solely responsibile for any remaining indebtedness on this automobile, as well as insurance for a period of one (1) year from the execution hereof. Husband specifically agrees to be responsible for the gasoline expenses, up to a maximum of One Hundred and NO/100 ($100.00) Dollars per month, and not to exceed Twelve Hundred and NO/100 ($1,200.00) Dollars for a period of one (1) year, from the exectuion hereof and thereafter Wife shall hold Husband harmles therefrom.

5. Husband and Wife individually shall be solely responsible for any debts or liabilities each may incur after the execution of this Agreement.

6. That the parties hereto are the owners of certain real estate (condominimum) located at 140 Jackson Trace, Hermitage, Tennessee 37076, as tenants by the entirety. Wife agrees to convey all of her right, title and interest in and to said real property to Husband and Wife shall be held harmless therefrom.

7. This Agreement shall take effect immediately upon the signing of the same by the parties.

8. This Agreement shall be governed by the laws of the State of Tennessee.

9. This Agreement contains the entire Agreement between the parties and that there are no other promises, covenants or undertakings, either expressed or implied not specifically contained herein; that neither party shall have the right aginst the other growing out of the marital relationship if the same is not specifically provided for in this Agreement.

10. Each party shall at all times and from time to time hereinafter, take any and all steps to execute, acknowledge or deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

11. It is understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation for any reason not herein stated. The parties to this Agreement acknowledge that they have read the same and fully understand the contents thereof, and that they have received or have had the opportunity to receive legal advise concerning the contents hereof.

12. The parties agree that this Agreement shall be adopted as part of the Decree of Divorce which will be granted by the Circuit Court for Davidson County, Tennessee, and all of the terms and provisions of this Agreement are subject to the approval of the Court.

13. That the Husband hereby does waive service of process in the cause to which reference has been heretofore made.

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

s/Michael Cox
MICHAEL COX "Husband"

s/Jeannine Cox
JEANNINE COX "Wife"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named Michael Cox, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of June, 1983.

s/Gina R. Eaton
NOTARY PUBLIC

My Commission Expires: 7/27/86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named Jeannine Cox, 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 28th day of June, 1983.

s/Gina R. Eaton
NOTARY PUBLIC

My Commission Expires: 7/27/86

ENTERED, this the 20 day of September, 1983.

HARRY S. LESTER, JUDGE

APPROVED FOR ENTRY:

WILLIAM D. McGEE
Attorney for Husband

CERTIFICATE OF SERVICE

This is to certify that an exact copy of the foregoing Final Decree of Divorce has been mailed to Wife, Jeannie Cox, 140 Jackson Trace, Hermitage, Tennessee 37076, on this the 12th day of September, 1983.

WILLIAM D. McGEE

IDENTIFICATION REFERENCE

APR 11 12 36 PM '86
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

90852

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Second *Circuit Court for Davidson County, Tennessee, on the* 21st *day of* September, *19* 83, *in Case Number* 83D-2083 *between* JAMES MICHAEL COX, *Plaintiff, and* JEANNINE COX, *Defendant, as same remains of record in Book* 128B, *Page* 1174 *of the Minutes of 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* March *in the year one thousand nine hundred and* eighty-six *and in the* two hundred tenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By W. L. Rowland, *D.C.*

Form #GR-117