BOOK 7507 PAGE 476 131C/2102

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

'85 DEC 30 PM 2:17

JACKSON DANIEL COTHREN,)
)
Plaintiff,)
)
vs.) NO. 84D-4129
)
CARLA DIANE COOPER COTHREN,)
)
Defendant.)

Map 116-4
Par 167.2

FINAL DECREE

This cause came on to be heard on December 26, 1985, before the Honorable Harry Lester, Judge of the Second Circuit Court of Davidson County, Tennessee, upon defendant's counterclaim for absolute divorce, the plaintiff having withdrawn his complaint and amended and supplemental complaint, and his answer to defendant's counterclaim, upon the testimony of the defendant; upon the Property Settlement Agreement, which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; statements of counsel and the entire record in said cause, from all of which the Court affirmatively found that the allegations of defendant's counterclaim are sustained by the proof in that there exist such irreconcilable differences between the parties, as would entitle defendant to an absolute divorce, that the parties, by written agreement, have made adequate and sufficient provision for the equitable settlement of property rights between themselves; that this Property Settlement Agreement should be approved; and that the sixty-day waiting period, as required by statute, has elapsed.

The plaintiff resides at 811 Wilson-South, Nashville, Tennessee 37215. The defendant resides at 903 Apple Valley Road, Madison, Tennessee 37115.

It is therefore ORDERED, ADJUDGED AND DECREED that defendant, Carla Diane Cooper Cothren, shall be, and is hereby, awarded an absolute divorce from plaintiff, Jackson Daniel Cothren, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between CARLA DIANE COOPER COTHREN, hereinafter called "defendant," and JACKSON DANIEL COTHREN, hereinafter called "plaintiff," subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties and a divorce proceeding between plaintiff and defendant is pending in the Second Circuit Court for Davidson County, Tennessee, appearance number 84D-4129; and

WHEREAS, it is the desire of both parties to enter into a written agreement relative to their marital and property rights, and obligations for payment of debts, and to make transfers of interests in property pursuant to such agreement so as to settle fully and finally all rights, interests, and claims of every kind and character arising or that may arise out of the marital relation existing between them.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. All right, title, and interest of the defendant, Carla Diane Cooper Cothren, in and to that certain property known as 811 Wilson-South, Nashville, Davidson County, Tennessee 37215, shall be and is hereby divested out of the defendant and vested absolutely in plaintiff. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being the north 25 feet of Lot No. 3 and the south 50 feet of Lot No. 2, Block "L", on the Plan of W. M. Cantrell's Subdivision, as of record in Book 332, page 85, Register's Office for said County.

Said parts of said lots front together 75 feet on the westerly side of Wilson Boulevard, formerly Wilson Avenue and Bosley Avenue, and runs back between parallel lines 250 feet, more or less, to the easterly margin of a 15-foot alley.

The plaintiff agrees to assume the mortgage indebtedness owing on said property and hold the defendant harmless as to same.

2. The defendant shall receive any furniture and household goods now located at the parties residence, 811 Wilson-South, Nashville, Davidson County, Tennessee that she may choose, and all right, title and interest of the plaintiff in said furniture and household goods is divested out of the plaintiff and vested absolutely in the defendant. The plaintiff shall receive all remaining furniture and household goods now located at the parties residence not chosen by the defendant, and all right, title and interest of the defendant in the remaining furniture and household goods located at the residence shall be and hereby is divested out of the defendant and vested absolutely in the plaintiff.

3. All right, title and interest of the plaintiff in defendant's 1985 Grand Am automobile shall be and hereby is divested out of the plaintiff and vested absolutely in the defendant. The plaintiff shall assume the indebtedness owing on said automobile and hold the defendant harmless as to same.

4. All right, title, and interest of plaintiff in defendant's bank accounts shall be and is hereby divested out of plaintiff and vested absolutely in defendant.

5. All right, title, and interest of defendant in plaintiff's bank accounts shall be and is hereby divested out of defendant and vested absolutely in plaintiff.

6. All right, title and interest of defendant in plaintiff's Dean Witter account, plaintiff's interest in Cothren and Bishop M.D.P.C., Plastics Unlimited, Medical Equities, Equity Partners, Health-Masters, Outlets Mall Limited, August Sands Condo Corporation, Cooper River Office Buildings Association, Harmony House Development Fund, Natchez Court, livestock, sailboat, plaintiff's retirement fund, guns, 1972 Jensen automobile, 1979 Oldsmobile automobile, 1979 Toyota truck, 1983 Mazda, and in plaintiff's art shall be and hereby is divested out of defendant and vested absolutely in plaintiff.

7. Plaintiff and defendant shall each receive his or her own jewelry and personal effects. Plaintiff and defendant shall each receive his or her I.R.A. accounts.

8. Plaintiff and defendant shall each pay his or her own attorney's fees.

9. The plaintiff agrees to assume sole and separate responsibility for paying any taxes, penalties or interest which may hereinafter be determined to be due the federal government as a result of income earned and or received by the parties during any year for which the parties filed a joint federal income tax return. Further the plaintiff agrees to hold the defendant harmless from any liability for such income taxes, penalties and or interest as may hereinafter be determined to be due.

The plaintiff agrees to assume sole and separate responsibility for paying the debts of the parties including but not limited to plaintiff's notes at First American National Bank, plaintiff's obligations on his investments, plaintiff's note at City Corporation, plaintiff's notes at Security Federal, plaintiff's note at Dobson and Johnson, plaintiff's note at G.M.A.C., and plaintiff's note to his pension plan.

10. Plaintiff shall pay to defendant the sum of $35,000 in cash within 30 days of the divorce decree.

11. Plaintiff agrees to pay to defendant the sum of $3500 towards her tuition for nurses' training within 30 days of the divorce decree.

12. Plaintiff shall pay to defendant the sum of $750 per month for a period of 18 months, said payments shall be made on the 15th day of each month. Said payments shall be taxable to the defendant and deductible by the plaintiff for federal income tax purposes.

13. Plaintiff shall maintain a life insurance policy in the face amount of $100,000 on his life having defendant as beneficiary for a period of two years from the date of the divorce decree. Plaintiff agrees to furnish defendant with a copy of said policy and to request that the insurance carrier notify the defendant in the event the premiums are not paid in accordance with the terms of the policy.

14. The plaintiff shall pay the court costs associated with the divorce proceedings now pending in the Second Circuit Court of Davidson County, Tennessee, and further agrees to hold the defendant harmless from any liability therefore.

15. Except as otherwise provided by this agreement each party shall

be solely and separately responsible for paying any and all debts heretofore contracted or incurred by him or her. Should either party be compelled to pay any debt contracted or incurred by the other party, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness and to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expense paid by the other party either in defending the claim of the creditor or otherwise.

16. It is understood and agreed between the parties, as part of the consideration for the execution of this agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

17. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

18. It is understood and agreed between the parties that this agreement shall be introduced in said proceedings instituted by defendant and submitted to the Court for ratification and incorporation into the Final Decree of divorce.

19. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this agreement. This agreement applies to all property now owned by plaintiff and defendant, individually or jointly, or any property that either of them may acquire in the future.

20. 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.

21. This agreement will be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

22. 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 acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

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

24. In the event any provision of this agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this agreement, said provisions being severable.

25. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party. The third copy will be tendered to the Court as part of the Final Decree of divorce between the parties.

Signed this 26th day of December, 1985.

JACKSON DANIEL COTHREN
Plaintiff

CARLA DIANE COOPER COTHREN
Defendant

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Linda B. Coe, a Notary Public in and for the aforesaid State and County, CARLA DIANE COOPER COTHREN, 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 26th day of December, 1985.

Linda B. Coe
Notary Public

My Commission Expires:

7-18-87

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Linda B. Coe, a Notary Public in and for the aforesaid State and County, JACKSON DANIEL COTHREN, 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.

Sworn to and subscribed before me this 26th day of December, 1985.

Linda B. Coe
Notary Public

My Commission Expires:

7-18-87

18354

IDENTIFICATION REFERENCE

APR 4 2 48 PM '88

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN

RUSH

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against Dr. Cothren.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 16 day of December, 1985

0874 04/04/0101 03CHECK 24.00

HARRY S. LESTER, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

By: John J. Hollins

Attorney for Defendant,
Carla Dianne Cooper Cothren

BUTLER LACKEY HOLT & SNEDEKER

By: Jack A. Butler

Attorney for Plaintiff,
Jackson Daniel Cothren

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* 30th. *day of* December, *19* 85, *in Case Number* 84D-4129 *between* Jackson Daniel Cothren *Plaintiff, and* Carla Diane Cooper Cothren *Defendant, as same remains of record in Book* 131C, *Page* 2102 *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* 4th. *day of* April *in the year one thousand nine hundred and* Eighty-Eight *and in the* 213th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By D.C.

Form #GR-117