IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY FRAZER COLE,

PLAINTIFF/
COUNTER-DEFENDANT,

-VS-

NO. 88D-2032

WILLIAM LOUIS COLE, SR.,

DEFENDANT/
COUNTER-PLAINTIFF.

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FINAL DECREE

This cause came on to be heard on the 23rd day of June, 1989, before The Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Original Complaint of the Plaintiff/Wife, the Answer and Counter-Complaint of the Defendant/Husband being withdrawn in open Court, testimony of the Plaintiff/Wife, statement of counsel, and the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences in their marriage; that the Plaintiff/Wife is entitled to an absolute divorce on the ground of irreconcilable differences; that the parties have made adequate and sufficient provision, by written agreement, for the equitable settlement of all property rights existing between them; and that the said Agreement should be approved by the Court.

It is therefore ORDERED, ADJUDGED and DECREED that the Plaintiff/Wife, Beverly Frazer Cole, shall be and she is hereby awarded an absolute divorce from the Defendant/Husband, William Louis Cole, Sr., on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

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It is further ORDERED, ADJUDGED and DECREED that the Marriage Dissolution Agreement heretofore entered into by the parties shall be and it is hereby approved by the Court and made part of the Final Decree, the said Agreement being as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY FRAZER COLE, Plaintiff/ Counter-Defendant, vs. WILLIAM LOUIS COLE, SR., Defendant/ Counter-Plaintiff.	)	BOOK 7877 PAGE 906 No. 88D-2032

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between BEVERLY FRAZER COLE (hereinafter referred to as "WIFE"), and WILLIAM LOUIS COLE, SR. (hereinafter referred to as "HUSBAND").

W I T N E S S E T H:

WHEREAS, irreconcilable differences have arisen between the parties and the WIFE has filed a suit for divorce on the 27th day of May, 1988 in the Fourth Circuit Court for Davidson County, Tennessee, same being Docket No. 88D-2032; and

WHEREAS, the parties are desirous of settling all controversies between them and entering into a Marital Dissolution Agreement providing for the equitable settlement and division of all property rights between them, because differences which exist between them are irreconcilable;

NOW THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. DIVORCE: It is hereby agreed by the parties that the WIFE shall proceed to trial and obtain a divorce in the Fourth Circuit Court for Davidson County, Tennessee on the ground of irreconcilable differences and the parties shall be restored to all rights and privileges of unmarried persons.

2. REAL PROPERTY: WIFE shall be awarded as her sole and separate property, with all right, title and interest in the HUSBAND being divested out of him and being vested into the WIFE, certain property referred to as "Tyne Boulevard Property", the said property being more fully described as follows:

> Land being Lot 2 on the Plan of Lewis Frazer Property as of record in Book 5210, Page 142, Register's Office for Davidson County, Tennessee, and more particularly described as follows:
>
> Beginning at an iron pin in the east margin of

Tyne Boulevard, said point being common with the southwest corner of Lot 1 of the aforementioned subdivision; thence along the common line between Lots 1 and 2 south 86 degrees 35 minutes 00 seconds east, a distance of 551.94 feet; thence north 3 degrees 25 minutes 00 seconds east, a distance of 175 feet to an iron pin in the north margin of Lot 1, of the Vantage Place Subdivision; thence north 86 degrees 35 minutes 00 seconds west, a distance of 480 feet to a concrete monument in the east margin of Tyne Boulevard; thence along said margin of Tyne Boulevard northerly along a curve to the left with a radius of 844 feet, a distance of 189.61 feet to the point of beginning containing an area of 2.057 acres.

Being the same property conveyed to William L. Cole and Beverly F. Cole by deed from Lewis Frazer and wife, Beverly R. Frazer, of record in Deed Book 5542, Page 860, Register's Office for Davidson County, Tennessee and by deed from Lewis Frazer and wife, Beverly R. Frazer by deed of record in Book 5688, Page 616, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Lot 2, Lewis Frazer Property, as of record in Book 5210, Page 142, Register's Office for Davidson County, Tennessee.

It is agreed and understood by the parties that the HUSBAND will execute any and all documents necessary to effectuate the divestment of his interest in the aforementioned property to the WIFE.

The parties also own as tenants by the entirety a certain parcel of real property known as 1919 Overhill Drive, Nashville, Tennessee which is the marital residence. Said real property is more particularly described as follows:

Land in Davidson County, Tennessee, being lot No. 9 on the Map of J. G. Grissim's Subdivision, as of record in book 1424, page 36, Register's Office for said County.

Said lot No. 9 fronts 100 feet on the southerly side of Overhill Drive and runs back between parallel lines 250 feet to a dead line.

Being the same real property conveyed to William Louis Cole and wife, Beverly Frazer Cole, by deed from Mrs. Elizabeth B. Conway, of record in book 4010, page 594, said Register's Office.

The parties shall hold said Overhill Drive real property in equal shares, as tenants in common from and after the entry of the Final Decree of Divorce, bearing equally the cost of real property taxes and insurance. It is further the desire of

the parties that the WIFE have an absolute right of possession of the property so long as she resides at said property, for the remainder of her life, and provided she does not remarry or cohabitate with a male in the heretofore mentioned property. The parties agree to execute and deliver all such documents necessary to effectuate the aforementioned desires and intentions.

It is agreed between the parties that the WIFE shall have peaceful possession of the property as provided above. The HUSBAND agrees that he will not enter upon or come about the hereinbefore described property without specific permission from the WIFE. It is understood and agreed that the HUSBAND shall have the right to enter upon the property for reasonable inspection purposes; however, said inspections will be limited to no more than once every sixty (60) days. HUSBAND hereby agrees to give the WIFE twenty-four (24) hour notice of his intention to make an inspection of the premises.

3. HOUSEHOLD FURNITURE AND FURNISHINGS: It is agreed and understood between the parties that the HUSBAND shall have as his sole and separate property the following items and shall remove said items from the residence occupied by the WIFE:

A. One Cherry Bedroom Suite;

B. One Queen Size Sleeper Sofa;

C. One Coffee Table;

D. One End Table;

E. One TV and Stereo in French Provincial Cabinet;

F. Two Table Lamps;

G. One Nest of Tables (Three);

H. One Kitchen Table and Six Chairs (Maple);

I. One Victrola;

J. One Color TV;

K. One Maple Couch;

L. One Maple Chair;

M. Twelve Place Setting of China;

N. Twelve Place Setting of Crystal;

O. One Triple Dresser;

P. One Bed;

Q. One Antique Clock;

R. Hand Tools;

S. Boat, Motor and Trailer;

T. Arrow Head Collection;

U. Diamond Ring;

V. Fishing Poles and Tackle;

W. Bows and Arrows;

X. Guns (30-30 Rifle, 22 Cal. Rifle, 22 Cal. Pistol);

Y. VCR;

Z. Golf Clubs and Bag;

AA. The Husband's Mother's Cook Books and any other property formally belonging to the Husband's Mother;

BB. One-half of the Cole family pictures;

It is further agreed and understood between the parties that the WIFE shall retain all other items of furniture and furnishings remaining in said residence.

4. AUTOMOBILES: The WIFE shall be awarded as her sole and separate property all right, title and interest in the 1987 Honda Civic Sedan Automobile which is now titled in her name and which carries a lien indebtedness to Mid-South Bank & Trust Company of Murfreesboro, Tennessee. It is agreed that the HUSBAND shall be responsible for payment of said indebtedness thereon and hold the WIFE harmless on any such indebtedness. The WIFE shall maintan adequate insurance on the same and do all things required of her pursuant to the terms of any security agreement securing the indebtedness on said automobile. So long as there is an existing indebtedness on the vehicle, the WIFE shall provide the HUSBAND with reasonable proof of insurance on the vehicle, pc WJC [redacted]

The HUSBAND shall be awarded as his sole and separate property all right, title and interest in the following vehicles which are titled in his name:

1. 1979 Chevette;
2. 1973 Dodge Stationwagon;
3. 1980 Toyota Corola; and
4. 1982 Chevette.

HUSBAND shall hold the WIFE harmless from any and all liability arising from the use of said vehicles, including

liability claims, insurance, indebtedness associated with said vehicles, licenses and fees.

5. OTHER PERSONAL PROPERTY: All other miscellaneous personal property has already been divided between the parties. All right, title and interest of the party not in possession of any other miscellaneous personal property and not herein specifically described shall be divested from said party not in possession and vested solely in the party in possession.

6. RETIREMENT PLAN: HUSBAND shall be awarded as his sole and separate property all right, title and interest in his Retirement Plan with Colonial Bakery.

7. BANK ACCOUNTS: HUSBAND shall be awarded as his sole and separate property all right, title and interest in his separate checking account which he now maintains. The WIFE shall be awarded as her sole and separate property all right, title and interest in her separate checking account which she now maintains.

8. LIFE INSURANCE: It is understood and agreed between the parties that the WIFE shall be awarded the sole ownership of life insurance policy with National Life Insurance Company of Vermont, Policy No. 1217446000 of the face amount of $12,736.00.

It is further agreed that the HUSBAND will retain owernship of the following life insurance policies:

New England Mutual, Policy No. 8290075 in the face amount of	$20,000.00;
Fidelity Mutual, Policy No. 967015 in the face amount of	$10,000.00;
Fidelity Mutual, Policy No. 965773 in the face amount of	$10,000.00;
National Life of Vermont, Policy No. 1482581 in the face amount of	$13,080.00;
Metropolitan Life, Policy No. 600-322-273MS in the face amount of	$ 500.00;

It is further agreed that the HUSBAND will maintain in force the following insurance policies and name as beneficiaries in each policy WILLIAM LOUIS COLE, JR. and BEVERLY JEAN COLE Boshers

New England Mutual,
Policy No. 8290075
in the face amount of $20,000.00;

Fidelity Mutual,
Policy No. 965773
in the face amount of $10,000.00;

National Life of Vermont,
Policy No. 1482581
in the face amount of $13,080.00;

Metropolitan Life,
Policy No. 600-322-273MS
in the face amount of $ 500.00;

It is agreed that the life insurance policy with Fidelity Mutual No. 967015 shall be maintained and the beneficiary named will be the ESTATE OF WILLIAM LOUIS COLE, SR.

9. DEBTS: Each party shall hold the opposite party harmless from all debts and liabilities incurred from and after the date of separation of the parties. Further, each party shall be responsible for all debts and liabilities they have individually incurred and shall hold harmless and indemnify the other party from same. Each party is aware of the debts for which he or she is reponsible.

10. ATTORNEY'S FEES AND COURT COSTS: HUSBAND and WIFE agree to be responsible for his/her own attorney's fees for services rendered in the divorce proceeding now pending. The parties further agree that each be responsible for one-half (1/2) of the final Court costs in the divorce proceeding now pending.

11. ENFORCEMENT PROVISION: In the event it becomes necessary for either party to institute legal proceedings to procure enforcement of any provision of this Agreement, in addition to any other relief to which the enforcing party may be adjudged entitled, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in the prosecution of the action.

12. FINAL SETTLEMENT: It is understood and agreed from the parties that this Agreement is intended to be the final settlement of all property rights of the respective parties hereto and is a discharge from all other claims arising out of their marriage relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law or any jurisdiction on

the other's property, including without limitation, dower, courtesy, alimony, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by the WIFE and HUSBAND, or any property that either of them may acquire in the future.

13. FAIRNESS OF AGREEMENT: HUSBAND and WIFE acknowledge that the provisions of this Agreement are fair, adequate and satisfactory.

14. VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence. Both parties acknowledge that they have read this Agreemeent in its entirety prior to signing hereof and that they have signed the same voluntarily.

15. ENTIRE AGREMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

16. ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement.

WITNESS our hands this 15th day of June, 1989 as to the WIFE and the 7th day of June, 1989 as to the HUSBAND.

Beverly Frazer Cole
BEVERLY FRAZER COLE

"WIFE"

William Louis Cole Sr
WILLIAM LOUIS COLE, SR.

"HUSBAND"

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Elizabeth Barnard a Notary Public in and for said State and County, the within named BEVERLY FRAZER COLE, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 15th day of June, 1989.

Elizabeth Barnard
Notary public

My Commission Expires: 3/11/90

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, H. Tom Kittrell, Jr., a Notary Public in and for said State and County, the within named WILLIAM LOUIS COLE, SR., the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 7th day of June, 1989.

H. Tom Kittrell, Jr.
Notary Public

My Commission Expires: 11/21/92

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be and they are hereby assessed equally to the Plaintiff/Wife and the Defendant/Husband.

The addresses of the parties are as follows:

Beverly Frazer Cole
1919 Overhill Drive
Nashville, Tennessee 37215

William Louis Cole, Sr.
497 Elysian Fields Road
Apartment B-12
Coventry Square Apartments
Nashville, Tennessee 37211

For all of which execution may issue if necessary.

ENTER this 23rd day of June, 1989.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY;

WILLIAMS & SMITH

BY: _____
WARREN M. SMITH, # 10622

ATTORNEY FOR PLAINTIFF/WIFE,
BEVERLY FRAZER COLE

1100 L & C Tower
Post Office Box 3079
Nashville, Tennessee 37219-0079
615/256-8880

CERTIFICATE OF SERVICE

I, WARREN M. SMITH, ATTORNEY, hereby certify that a true copy of the foregoing Final Decree has this 23rd day of June, 1989 been served, by United States Mail, postage prepaid, on H. TOM KITTRELL, JR., 1416 Parkway Towers, Nashville, Tennessee 37219, Attorney for Defendant/Husband, William Louis Cole, Sr.

_____
WARREN M. SMITH, ATTORNEY

0080WMS061489

Mail to:
Williams & Smith
1100 L&C Tower
P. O. Box 3079
Nashville, TN 37219-0079

BOOK 7877 PAGE 915

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* 23rd *day of* June, *19* 89, *in Case Number* 88D-2032 *between* Beverly Frazer Cole *Plaintiff, and* William Louis Cole, Sr. *Defendant, as same remains of record in Book* 179A, *Page* 604 *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* 29th *day of* June *in the year one thousand nine hundred and* eighty-nine *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, ~~*Clerk,*~~

By K Kelly *D.C.*

Form #GR-117