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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSE

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BOOK 7883 PAGE 946

MARCUS EDWARD COLE

VS

DEBORAH LYNN COLE

DOCKET NO. 89D-1176

Map 133-12
Par 201.00

FINAL DECREE

This cause came on to be heard this the _____day of June, 1989, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for an Absolute Divorce, Marital Dissolution Agreement, filed by the Plaintiff. Upon hearing the testimony of Plaintiff, statements of counsel for Plaintiff and upon the record as a whole, the Court finds a default judgment is hereby entered against the Defendant, Deborah Lynn Cole, and that there exists such irreconcilable differences between the parties as would entitle the Plaintiff to an absolute divorce; that the Court affirmatively finds that the Marital Dissolution Agreement heretofore executed by the parties is a fair, equitable and sufficient and complete statement of the marital property and debts, and that the 60 day waiting period as required by statute has lapsed.

The husband's current address is: 3913 Atkins Drive, Nashville, Tennessee 37211. The wife's current address is unknown except that she is employed by Dun and Bradstreet, 545 Marriott Drive, Nashville, Tennessee, and Castner Knott, Harding Mall, 4038 Nolensville Road, Nashville, Tennessee.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, Marcus Edward Cole, is hereby awarded an Absolute Divorce from the Defendant, Deborah Lynn Cole, on the grounds of Irreconcilable Differences, T.C.A. #36-801-II, and he is hereby restored to all the rights and privileges of an unmarried person, that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED that the original Marital Dissolution Agreement is hereby approved by the Court and each and every provision of said Agreement is hereby made the decree of this Court. The Marital Dissolution Agreement is in words and figures as follows:

IN THE PROBATE COURT OF DAVIDSON COUNTY, TENNESSEE

MARCUS EDWARD COLE

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VS

NO. 89D-1176

DEBORAH LYNN COLE

MARITAL DISSOLUTION AGREEMENT

WHEREAS, DEBORAH LYNN COLE, hereinafter referred to as wife, and MARCUS EDWARD COLE, hereinafter referred to as husband, were married September 17, 1982, in Nashville, Tennessee; and

WHEREAS, the parties have no children born of this marriage; and

WHEREAS, it is the decision of the parties insofar as they are able, without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern; and

WHEREAS, husband has petitioned in Court of appropriate jurisdiction for an absolute divorce upon the grounds of irreconcilable differences; and

WHEREAS, wife does not intend to contest husband's application for an absolute divorce so long as the express terms of this marital dissolution agreement are approved by the Court and incorporated in the final decree for divorce; and

NOW, THEREFORE, witness the following agreement;

FOR AND IN CONSIDERATION of the mutual promises of the parties, the above premises, and other good and valuable consideration, and subject to the approval of a Court having proper jurisdiction, the parties hereto agree as follows:

1. All right, title and interest inandto the parties real estate which is commonly known as 3913 Atkins Drive, Nashville, Davidson County, Tennessee, is hereby divested out of the wife, Deborah Lynn Cole, and all right, title and interest inandto said real estate is hereby vested in the sole name of the husband, Marcus Edward Cole, a more accurate legal description being, to wit:

Land in Davidson County, Tennessee, being Lot No. 43 on the Plan of

Greenwood hills, Section 2, of record in Book 4955, page 31, Register's Office for said County, described as follows:

Said Lot No. 43 fronts 56 feet on the northerly side of Atkins Drive and extends back 199.62 feet on the easterly line and 213.15 feet on the westerly line to a broken line in the rear measuring 99.85 feet thereon.

Being the same property conveyed to Marcus Edward Cole and wife, Deborah Poteete Cole by deed from Harry M. Sir and wife, Marian R. Sir, of record in Book 6010, page 669, Register's Office for Davidson County, Tennessee.

All right, title and interest inandto the 1979 Camero automobile is hereby divested out of the wife and the husband is vested with the sole right, title and interest inandto said automobile.

All right, title and interest inandto the 1979 Blazer automobile is hereby divested out of the wife and the husband is vested with the sole right, title and interest inandto said automobile. Said automobile is presently titled in the name of the wife and the wife shall execute the title to the end result that the title is vested solely in the name of the husband.

All right, title and interest inandto the 1983 Toyota automobile is hereby divested out of the husband and the wife is vested with the sole right, title and interest inandto said automobile. The husband shall execute the title to the same to the sole end that the wife is vested with the sole ownership of said automobile. The husband shall assume the indebtedness on said automobile in the approximate amount of $1800.00 and shall hold the wife harmless for the same and indemnify her for any losses therefrom.

3. The wife is hereby divested of all right, title and interest inandto the 1986 Chapparell boat, Mercury 140 motor and trailer and the husband is vested with the sole right, title and interest inandto said boat, motor and trailer. The husband shall be solely responsible for any indebtedness thereon.

4. All right, title and interest inandto the two burial lots owned by the parties at Harpeth Hills Cemetary being Lots No. 102B and 304 is hereby divested out of the wife and the sole right, title and interest inandto said burial lots is vested in the husband.

5. All right, title and interest inandto the following furniture and personal property is hereby divested out of the husband and the sole right, title and interest is hereby vested in the wife: all china and silver, china cabinet, living room sofa, antique organ, round table,

antique dresser and brass candlesticks which are in the "duck room", brass and glass table which is in the "pink and green bedroom", curtains, brass bed, round table and highboy cherry chest of drawers which are located in the "master bedroom", one half of the linens, one half of the towels, one half of the cookwear, the clock and wood shelf located downstairs, one half of Christmas decorations, all of the Christmas houses, wing back chair, and all of the items which are located in the parties lock box except the deeds for the burial lots, the silver knife and silver enget.

The husband is hereby vested with the sole right, title and interest inandto all of the rest and residue of the parties household furnishings and appliances and the wife is divested of all right, title and interest inandto said household furnishings and appliances.

6. The husband shall be solely responsible for the payment of the mortgage on the parties real estate and shall catch said payments up to date and the wife is held harmless for said mortgage and indemnified for any losses therefrom. The husband shall be solely responsible for the parties debts at Sovran Bank, note to the husband's father, note to Cliff Marshall, Castner Knott in the approximate amount of $404.00, and American Express in the approximate amount of $1200.00, and shall hold the wife harmless therefrom and indemnify her for any losses therefor.

7. The wife is hereby vested with the sole right, title and interest inandto her personal clothing and personal effects and the husband is divested of all right, title and interest inandto said personal property.

The wife is hereby divested of all right, title and interest inandto the husband's personal clothing and personal effects and the husband is vested with sole right, title and interest inandto said personal property.

8. The husband shall be responsible for his attorney's fees and the wife shall be responsible for her attorney's fees.

9. The husband shall pay the cost of this cause.

10. Wife shall assume full responsibility for the payment of any debts made by her after the separation of the parties and shall hold the husband harmless from any obligations thereon and shall indemnify him for any losses therefrom.

The husband shall assume full responsibility for any debts made by him after the separation of the parties and shall hold the wife harmless

from any obligations thereon and shall indemnify her for any losses therefrom.

11. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofor contracted for or incurred by him or her, and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither shall contract any indebtness on the credit of the other from and after the date of execution of this agreement.

12. In the event a creditor of either party seeks to compel the other party to pay any debts of which that party is not responsible either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred defending the creditors claim including reasonable attorney's fees.

13. In the event it becomes necessary for either party to institute legal proceedings to procur the enforcement of any provisions 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.

14. The wife specifically understands and agrees that Dick Clark, Attorney, represents the husband in this cause and that he has given the wife no legal advice upon which she has relied and has specifically advised her that she shall seek legal counsel of her own if she so desires.

15. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and spousal support 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 others property, including without limitation, dower, curtsy, 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 others estate except as provided by the terms of this agreement. This agreement applies to all property now owned by husband and wife, individually or jointly, or any property that either of them might acquire in the future.

16. This agreement shall be binding and inure to the benefits of the parties hereto, their personal representatives, heirs, and assigns.

17. 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 of 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.

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

19. In the event any provision of this agreement shall be held invalid by a Court of competant jurisdcition, such individual provision shall not affect the other provisions of this agreement. Said provisions being seberable.

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

21. This agreement may be altered, amended, or cancelled only by an instrument in writing signed by each of the parties, or by Court order, and this requirement cannot be waived by oral agreement.

IN WITNESS WHEREOF, I have set my hand and seal on this the 24 day of April, 1989.

Deborah Lynn Cole
DEBORAH LYNN COLE

Marcus Edward Cole
MARCUS EDWARD COLE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DEBORAH LYNN COLE, 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 this the 24 day of April, 1989.

NOTARY PUBLIC

My commission expires: [illegible]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARCUS EDWARD COLE, with whom I am personally acquinted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 15th day of april, 1989.

NOTARY PUBLIC

My commission expires: 5-20-92

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IT IS ORDERED, ADJUDGED AND DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

IT IS ORDERED that the final cost of this cause shall be paid by the Plaintiff, for which execution may issue if necessary.

Entered this the 12 day of June, 1989.

JUDGE JAMES R. EVERETT, JR.

APPROVED FOR ENTRY:

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DICK CLARK, ATTORNEY 2892
624 Brook Drive
Antioch, Tennessee 37013
834-3066

CERTIFICATE OF SERVICE

I certify that I have mailed a copy of the foregoing Final Decree to Deborah Lynn Cole at Dun and Bradstreet, 545 Marriott Drive, Nashville, Tennessee, and Castner Knott, Harding Mall, 4038 Nolensville Road, Nashville, Tennessee 37211 this the 19 day of June, 1989.

DICK CLARK, ATTORNEY

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* Probate *Circuit Court for Davidson County, Tennessee, on the* 12th *day of* June, 1989, *in Case Number* 89D-1176 *between* Marcus Edward Cole *Plaintiff, and* Deborah Lynn Cole *Defendant, as same remains of record in Book* 48B, *Page* 1545 *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* 7th *day of* July *in the year one thousand nine hundred and* 89 *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By [illegible] *D.C.*

Form #GR-117