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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

MAP 96-5
PAR. 72

CAROLYN JOYCE COX)
)
vs.) NO. 86D-1796
)
GARY DALE COX)

BOOK 7911 PAGE 70

AGREED ORDER
FINAL DECREE OF DIVORCE

This cause came to be heard on the 23rd day of August, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court in and for Davidson County, Tennessee, upon Counter-Complaint for Absolute Divorce filed by Gary Dale Cox. It appears to the Court from testimony of complainant, statements of counsel, and the entire record that Wife's Complaint should be withdrawn and Husband's Answer to same and all grounds in his Counter-Complaint should be withdrawn with the exception of the ground of Irreconcilable Differences. It further appears that Husband and Wife through her conservator and guardian ad litem have entered into a signed, notarized Marital Dissolution Agreement as provided for by T.C.A. § 36-4-103 and that the time prescribed by law has lapsed since the filing of the original Complaint, from all of which it is found by the Court that Husband is entitled to an absolute divorce on the grounds of Irreconcilable Differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the support and maintenance of the minor children of this marriage and for the equitable settlement of any property rights between the parties. It is

THEREFORE ORDERED, ADJUDGED, AND DECREED that Husband Gary Dale Cox should be and hereby is, awarded an absolute divorce from Wife, Carolyn Joyce Cox. and that each party shall be restored to all the rights and privileges of unmarried persons. It is

FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement be approved and ratified in full, and incorporated into this Final Decree in toto as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CAROLYN JOYCE COX,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 86D-1796
	)	
GARY DALE COX,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by GARY DALE COX, a resident of Davidson County, Tennessee, hereinafter called "HUSBAND," and CAROLYN JOYCE COX, also a resident of Davidson County, Tennessee, hereinafter called "WIFE" by the Guardian ad litem, Anne L. Russell, and her court-appointed conservator, William H. Weathers, who are acting in her behalf because of her incompetency:

W I T N E S S E T H:

WHEREAS, marital difficulties have developed in the marriage of Gary Dale Cox and Carolyn Joyce Cox, to which union there are now two (2) minor children, one by adoption and one by birth, to wit: Jacqueline Renae Cox, born July 30, 1971; and Mary Joanna Cox, born July 9, 1972; and

WHEREAS, Wife has filed a complaint for divorce and Husband has filed a counter-complaint for divorce, and there is presently pending a suit for divorce; and

WHEREAS, the parties desire to settle their property rights, and child custody rights between themselves, by agreement, effective upon signing by the parties, which agreement may be made a part of and incorporated into any decree of divorce, which may be entered dissolving the parties' marriage, whether such decree of divorce shall result from a contested or uncontested divorce action and without regard to which party the Court may grant a divorce, and further without regard to whether a divorce is actually granted if proceedings are terminated or suspended because of incompetency, death or other disability of either party. The parties agree that their property rights and child custody rights shall be settled as follows:

1. The parties agree that Husband shall be divested of all right, title and interest in the house and lot located at 2640 Woodbury Drive, Nashville, Tennessee 37214, more particularly described as follows:

> Being Lot No. 123 on the Plan of Woodberry Park, as of record in Book 2133, pages 117, 118 and 119 in the Register's Office for said County.
>
> Said Lot No. 123 fronts 77 feet on the northerly side of Woodberry Drive and runs back 351.1 feet on the easterly line and 342.7 feet on the westerly line, to a dead line in the rear, measuring 77.6 feet thereon.
>
> Being the same property conveyed to Gary Dale Cox and wife, Joyce W. Cox, by warranty deed from Lloyd H. Weathers and wife, Nola H. Weathers, of record in Book 3849, page 31, Register's Office for Davidson County, Tennessee.

Husband shall have the right to remain in the said house until the youngest child, Mary Joanna Cox, reaches the age of majority under T.C.A. §34-1-101(b) as it is presently written, or she reaches the age of 19 years, whichever occurs first. It is currently anticipated that she will reach the age of majority upon her graduation from high school in May or June of 1991. For a period of one year following the date that she reaches the age of majority under T.C.A. §34-1-101(b) as it is presently written, or when she becomes 19 years of age on July 9, 1991, Husband shall be allowed to remain in the house as a lessee at the rental rate of $300.00, which shall be paid in equal monthly installments. Husband is under no obligation to rent the property for an additional year.

From the date of the execution of this Agreement, Husband agrees to maintain the property in good condition, both functionally and cosmetically, and shall turn the property over to Wife or to Wife's conservator in a functionally and cosmetically good condition and shall be responsible for the costs of putting the property in said condition, if this is not done. If the parties are unable to agree as to the condition of the property or the cost of repairs or needed maintenance,

painting, etc., then the parties shall hire an MAI certified appraiser to give his opinion about the condition of the property and his opinion shall be binding on the parties, and the costs of his services shall be equally borne by each party.

2. Wife shall be divested out of all right, title and interest which she has in two (2) lake lots and a lake cabin in White County, both of which lots are more particularly described as follows:

Lot #1:

BEGINNING at a stake, Freeleys East corner; running South 150 feet to a stake at the river; thence East with the river 125 feet to Weathers line; thence North 250 feet to the road; running with the road, West, 182 feet to the beginning.

BOUNDED on the North by Road; East by Weathers; South by River and on the West by Freely.

BEING the same property conveyed to Joyce W. Cox and husband, Gary D. Cox, by Quitclaim Deed from Loyd H. Weathers and wife, Nola Weathers, of record in Book 180, page 742, Register's Office for White County, Tennessee.

Lot #2

BEGINNING on a rock in Georgia Slatten's Line running East with Caney Fork River 208 ft., thence North 208 ft. to a rock, thence West 208 ft. crossing Georgia Slatten's Line, thence South to the beginning and containing one acre, including and excluding water rights of the Tennessee Electric Power Company and/or their successor The Tennessee Valley Authority. Including a 12 ft. right-of-way to said land and conveyed subject to the right of the heirs of F. C. Savage to maintain two gates across said right-of-way.

ALSO conveyed subject to the condition that purchaser not maintain or keep any boats for rent on said land. Also conveyed subject to the right of C. B. Roberts to use water from the well system of said land.

BEING the same property conveyed to Joyce W. Cox and husband, Gary D. Cox by Quitclaim Deed from William H. Weathers, and wife, Sheran D. Weathers, Mary W. Frederick and husband, James L. Frederick, and Michael H. Weathers, of record in Book 180, page 738, Register's Office for White County, Tennessee.

Husband acknowledges that he and Wife purchased the property from Wife's relatives and that there is a dispute as to whether any money is owed to Nola H. Weathers, Wife's mother, for the above-described lots and cabin.

3. Husband and Wife agree that Wife shall be divested of all right, title and interest in the following personal property owned by the parties:

1983 Ford station wagon
1981 Ford Bronco truck
1971 Chevrolet Malibu automobile
1978 Suzuki 750 motorcycle
Flat bottom boat with Mercury motor
Knife collection
308 Deer rifle
357 Magnum pistol
45 magnum pistol
22 target pistol
38 police special pistol
12 gauge Fox double barrell shotgun
22 gauge-250 rifle
22 gauge pump rifle
22 gauge lever action rifle
Hunting, fishing and camping equipment
Extensive assortment of tools, including a welder and cutting torches, car body repair tools and car mechanics' tools

4. Husband and Wife agree that Husband shall be divested of all right, title and interest that he may have in the following personal property:

Wife's clothing
25" color TV
Microwave oven
Wooden Roll top desk
VCR
Antique furniture consisting of a dresser, etc. which Wife inherited from her maternal grandmother and which is presently stored in the parties' home.

5. All right, title and interest in all other household furniture, furnishings and appliances not covered in paragraphs 3 and 4 above shall be divested out of Wife and vested in Husband.

6. Husband shall have the right to keep the microwave oven which was divested out of Husband as long as he lives in the residence in accordance with paragraph 1 above. However, Husband shall turn over the said microwave oven in a good working condition to the conservator upon his leaving the house.

7. Wife shall be divested of all right, title and interest she may have in Husband's business, Southern Dental Labs.

8. Husband shall have custody and control of the parties' two minor children. Wife shall not be obligated to provide child support because of her incompetency and total disability.

9. Husband shall pay $450.00 per month as periodic alimony payable monthly on the 15th of each month beginning on August 15, 1988. Payments shall be mailed to Wife's conservator, William H. Weathers, at his home address of 714 Valleybrook Drive, Mt. Juliet, TN 37122.

In determining the amount of support, among other considerations, Wife's current medical needs for various kinds of therapy have been considered, and the fact that Husband is responsible for the care and maintenance of two minor children has been considered.

10. Husband shall maintain whole life insurance in a minimum amount of $50,000.00 to insure continued support payments to Wife in the event of his predeceasing Wife. The life insurance proceeds shall be made payable to the conservator in trust and shall be distributed to Wife in accordance with the amount of support then ordered by the Court at the time of Husband's death. Wife shall have no access to the corpus of the funds other than the amount of support ordered by the Court. Husband shall furnish annually to Conservator evidence of his continuing to maintain the said life insurance in effect. Husband shall not have the right to borrow against said life insurance, or to change the named beneficiary, except in the event that Wife predeceases Husband.

In the event that Husband is unable to obtain life insurance after a good faith attempt to do so, he shall promptly make an unalterable Will providing that Wife will be devised the two lake lots and cabin above-described in paragraph 2 and shall further make a specific bequest of $25,000.00 to Wife. Husband's Will shall specify that the specific devise and the specific bequest shall have priority over all other devises and bequests in Husband's Will. In the event that Wife should inherit the said lake lots and cabin, said property shall be sold and converted to cash and combined with the cash of the specific

bequest, and a trust fund shall be established as previously described. Husband's Will shall be unalterable only in regards to the said specific devise and bequest and only for so long as Wife may live.

In the event that Husband is unable to obtain life insurance, Wife will have a lien upon the above-described lake lots and cabin for so long as she may live. In the event that Wife predeceases Husband, Husband will be free to alter his Will in any way he chooses. Husband will not incur any liens, make any assignments, commit waste, or in any way divide or dilute his interest in the said lake lots and cabin if he is unable to obtain life insurance.

11. Husband shall pay $875.00 for Wife's wheelchair, a medical necessity which has not been covered by Medicaid. Husband further agrees to pay the amount of $760.25 owed by Wife for the 1988 calendar year medical deductible for services provided by Rebound, Inc. which was not covered by insurance, and the debt owed to Baptist Hospital for Wife's care, and shall hold Wife harmless for the said debts.

12. Wife agrees through the guardian ad litem and her conservator to allow Husband access to medical information concerning Wife.

13. Husband and Wife agree to be equally responsible for the costs of obtaining a pending appraisal on the above-described lake lots and cabin, and for the guardian ad litem's fee of $500.00, for which execution may issue if necessary.

14. The parties respectively acknowledge that each fully understands the facts underlying this agreement, including all financial information, that each has been fully informed, and that each party has fully disclosed to the other him or her complete financial worth, including debts and other obligations. Each party acknowledges that this agreement is entered into without undue influence, coercion, and acknowledges that the other party has fully disclosed all pertinent information, that they have read this agreement, found it fair and equitable, and that each of them is signing this agreement freely and voluntarily.

15. Husband and Wife agree that each of the parties will, upon simple request of the other, execute any and all instruments, documents, papers, etc., which may be or become necessary to effectuate the intent of the parties as stated herein.

16. Husband shall pay for the costs of this cause, for which execution may issue if necessary.

WILLIAM H. WEATHERS,
Conservator for Carolyn Joyce Cox

Sworn to and subscribed before me
this 23rd day of August, 1988.

NOTARY PUBLIC

My Commission Expires: 3-3-92

ANNE L. RUSSELL
Guardian ad litem

Sworn to and subscribed before me
this 22nd day of august, 1988.

NOTARY PUBLIC

My Commission Expires: 3/3/92

GARY DALE COX

Sworn to and subscribed before me
this 19th day of August, 1988.

NOTARY PUBLIC

My Commission Expires: 10-24-88

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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the costs of this cause shall be assessed against the Husband for which execution shall issue if necessary.

ENTERED this 23rd day of Aug, 1988.

HONORABLE MURIEL ROBINSON
Judge of the Fourth Circuit

APPROVED FOR ENTRY:

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IDENTIF. TREFERENCE

AUG 9 3 04 PM '89
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

56417

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* August, *19* 88, *in Case Number* 86D-1796 *between* Carolyn Joyce Cox *Plaintiff, and* Gary Dale Cox *Defendant, as same remains of record in Book* 172A, *Page* 536 *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* 9th *day of* August *in the year one thousand nine hundred and* eighty-nine *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117