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GEORGE L. ROGERS, CLERK

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

M. 101
P. 167

RITA CHARLENE TURNER COX K Langford D.C.
Plaintiff

V.

NO. 89D-3011

BOOK 8378 PAGE 955

TOMMY EUGENE COX
Defendant

FINAL DECREE

This cause came on to be heard November 29, 1989, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the plaintiff/wife, the marital dissolution agreement entered into by and between the parties, testimony of the plaintiff/wife, statement of counsel, and the entire record in this cause, from all of which the Court was of the opinion that the allegation contained in the original complaint was fully sustained, that is, that such irreconcilable differences exist between the parties as to make a reconciliation impossible.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff/wife be, and she is hereby granted an absolute divorce from the defendant/husband and restored to all the rights and privileges of an unmarried person.

It is further, ORDERED, ADJUDGED and DECREED by the Court that the marital dissolution agreement entered into by and between the parties, which the Court found from the review of said agreement, to be a fair and equitable settlement of all property rights existing between them, and further, which agreement adequately provides for the care and maintenance of the minor child of the parties, and further that said child support meets the requirements of the State Child Support Guidelines. The Court therefore, approved said marital dissolution agreement and ordered the same made a part of this final decree of divorce and incorporated herein. Said marital dissolution agreement is in words and figures as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 8378 PAGE 956

FILED

1989 NOV 29 PM 2:23

GEORGE L. BROKER, CLERK

IN THE PROBATE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

_____ D.C.

RITA CHARLENE TURNER COX
Plaintiff

NO. 89D-3011

V.

TOMMY EUGENE COX
Defendant

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between RITA CHARLENE TURNER COX, hereinafter referred to as wife, and TOMMY EUGENE COX, hereinafter referred to as husband, this 22nd day of November, 1989.

W I T N E S S E T H:

WHEREAS, the parties are experiencing marital difficulties and a complaint for absolute divorce has been filed by the wife in the Probate Court for Davidson County, Tennessee, styled RITA CHARLENE TURNER COX v. TOMMY EUGENE COX, under docket number 89D-3011, and

WHEREAS, the parties have experienced such irreconcilable differences in their marriage which make a reconciliation impossible, and

WHEREAS, the parties desire to enter into this marital dissolution agreement, which agreement they consider to be a fair and equitable settlement of all property rights existing between them, and further makes adequate and sufficient provision for the custody, maintenance and support of the minor child of the parties, Callie Natasha Cox, and

WHEREAS, the parties desire that the court approve this marital dissolution agreement, and that the same be made a part of any final decree of divorce entered in this cause, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action, and have been advised by counsel.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The wife will be awarded the absolute care, custody and control of the minor child of the parties, Callie Natasha Cox, with reasonable visitation awarded to the husband.

2. The husband will pay the sum of $500 per month as child support, through the Circuit Court Clerk, plus the clerk's commission of five (5%) percent.

3. The husband will pay to the wife the sum of $250 per month, for six months from the date of the divorce, for rehabilitative alimony.

4. The husband will maintain major medical, hospitalization, and dental insurance on the minor child of the parties, until she reaches her majority, and the husband agrees to be responsible for the payment of any and all expenses not covered by insurance.

5. That whatever right, title or interest that the husband has or may have in the real estate owned by the parties, located at 6801 Gower Road, Nashville, Tennessee will be divested out of him and vested in the wife as her sole and separate property.

In the event the wife should sell said real estate, then and in that event she will pay to her father the sum of $20,000 from the proceeds of said sale which is owed to him.

The parties agree that the equity will be divided, and the husband will receive $19,350 for his interest in said real estate.

The wife agrees that in the event she retains the real estate and she should ever remarry, her new husband will not be included on the deed to said real estate.

6. That whatever right, title or interest that the husband has or may have in the 1984 Olds Cierra will be divested out of him and vested in the wife as her sole and separate property, and she agrees to hold the husband harmless from any indebtedness thereon.

7. That whatever right, title or interest that the wife has, or may have in the 1989 Cadillac, will be divested out of her and vested in the husband as his sole and separate property, and he will hold her harmless from any indebtedness thereon.

8. The wife will receive all the furniture and household furnishings with the exception of the gun collection and his clothing.

9. The husband will pay the wife's attorney fees and he will pay the court costs.

10. They will divide equally the John Hancock deferred compensation plan; Hartford stocks & bonds; the Metro Police Credit Union account; IRA accounts; and all additional checkings and savings accounts.

11. The husband will pay the tuition for the minor child in private school through high school.

12. The parties acknowledge that this agreement is intended to be a final settlement of all the property rights existing between them, and is a full discharge from all of the claims arising out of their marital relationship, and that each hereby remises, waives, releases and forever dischargaes the other from any and all claims arising out of their marital 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 of any jurisdiction of the other parties' property, including, without limitation, dower, curtsey, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to take as Administrator or Executor of the other's estate; and this

Agreement applies to all property now owned by the husband and wife, or any other property either of them may acquire in the future. They further acknowledge that they have read this instrument, and 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 hereby acknowledges that the Agreement is fair and equitable and is entered into voluntarily.

Rita Charlene Turner Cox

RITA CHARLENE TURNER COX

Tommy Eugene Cox

TOMMY EUGENE COX

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 **RITA CHARLENE TURNER COX**, with whom I am acquainted, (or proved herself to be upon satisfactory evidence), and acknowledge that she executed the within instrument for the purposes therein contained.

This 14th day of November 1989, at Nashville, Tennessee.

Rosalee M. Loach
Notary Public

My commission expires:

3-11-91

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 **TOMMY EUGENE COX**, with whom I am acquainted (or proved himself to be upon satisfactory evidence), and acknowledge that he executed the within instrument for the purposes therein contained.

This 22nd day of November, 1989, at Nashville, Tennessee.

Jennifer L. Stacy
Notary Public

My commission expires:

9-28-92

It is further ORDERED, ADJUDGED and DECREED by the Court that the child support awarded in this cause will not be reduced or prorated without the prior approval of the Court.

The address of the plaintiff is:

Rita Charlene Turner Cox
6801 Gower Rd.
Nashville, TN 37209

The address of the defendant is:

Tommy Eugene Cox
914 East Tower Place
Nashville, TN 37204

The costs of this cause are taxed to the defendant for which execution may issue, if necessary.

ENTER this 29 day of November, 1989.

JUDGE

APPROVED FOR ENTRY:

Howard F Butler

HOWARD F. BUTLER, Attorney for
plaintiff/wife
23rd Fl., First American Ctr.
Nashville, TN 37238-0083
615/244-3300
Registration No.: 2340

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to the defendant at his last known address, 914 Tower Place, Nashville, TN 37204, this 28 day of November, 1989.

Howard F Butler

24021.

IDENTIFICATION REFERENCE

JUN 20 9 34 AM '91

REGISTER OF DEEDS
DAVIDSON COUNTY

REC'D 06/20 2101 01CASH 24.00

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Mail
Rita Gipson
297 W. Division St.
Mt. Juliet 3712

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* 29 *day of* November, 1989, *in Case Number* 89D-3011 *between* RITA CHARLENE TURNER COX *Plaintiff, and* TOMMY EUGENE COX *Defendant, as same remains of record in Book* 51C, *Page* 1860 *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* 20th *day of* June *in the year one thousand nine hundred and* Ninety-One *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary W. Binkley *D.C.*

Form #GR-117