IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 8404 PAGE 384

155-08-0-C

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EDWARD CLARENCE COKE, 6612 Autumnwood Drive Nashville, Tennessee 37221, Plaintiff,	)	
vs	)	No. 89D-4654
SHERRY LUCILLE COKE, 1616 Brentwood Terrace Nashville, Tennessee 37211, Defendant.	)	

FILED MAR 22 PM 9:53

CLERK

FINAL DECREE OF DIVORCE

This cause came to be heard on the 22nd day of March, 1990, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Plaintiff's Complaint for Absolute Divorce; no answer having been filed by the Defendant, however, a written marital dissolution agreement properly executed by both parties having been filed with the Complaint; testimony from the Plaintiff heard in open Court; statements from counsel for the Plaintiff and the record in its entirety from all of which the Court finds that the parties have suffered irreconcilable differences.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, EDWARD CLARENCE COKE, is hereby awarded an absolute divorce from the Defendant, SHERRY LUCILLE COKE, upon the grounds of irreconcilable differences and each party shall be restored to all the rights and privileges of unmarried persons.

It further appears to the Court that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of all property rights between the parties; and further, that there were no minor children born of this marriage. The Court herein approves the marital dissolution agreement and the same is herein incorporated in words and figures as follows:

MARITAL DISSOLUTION AGREEMENT

1990 MAR 22 AM 9:53

This agreement entered into by and between Edward C. Coke, hereinafter called, "Husband", and Sherry L. Coke, hereinafter called, "Wife", subject to the foregoing premises, terms and conditions:

D.C.

WITNESSED:

WHEREAS, the parties have experience marital difficulty in the past with the result being the Husband instituted divorce proceedings against the Wife on the 17th day of January, 1990, in the Circuit Court of Davidson County, Tennessee; docket number 89D-465; and:

WHEREAS, it is the decision of the parties insofar as they are able without the concurrence of the Court to amblicably settle their differences with respect to all property rights, support obligations, child support rights 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 effective with respect to all their property and matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual conventances and agreements herein contained, the parties agree as follows:

1. **CUSTODY, CHILD SUPPORT AND VISITATION:** There were no minor children born of this marriage.

2. **REAL PROPERTY:** The parties shall be divested as tenants by the entireties of their homeplace which is located at 6612 Autumwood, City of Nashville, County of Davidson, State of Tennessee 37221 and said real property shall be re-invested in the Husband in fee simple absolute, said real property being more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Poplar Estates, Phase 2, recorded in Book 6900, page 339 et seq., in the Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Faxon Homes, Inc., by deed recorded at Book 7296, page 29, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Edward C. Coke and wife, Sherry W. Coke by deed from Faxon Homes, Inc., a Tennessee Corporation, of record in Book 7698, page 262, Register's Office of Davidson County, Tennessee.

The Husband acknowledges that there is a first mortgage upon the homeplace

and he agrees to pay all indebtedness regarding to the homeplace and further agrees to indemnify and hold the Wife harmless from payment of same.

3. **PERSONAL PROPERTY:** The Husband shall be awarded all the household furniture and furnishings currently located at the homeplace, to wit: 6612 Autumwood Drive, City of Nashville, County of Davidson, State of Tennessee 37221 free and clear of any claim from the Wife.

The Wife shall be awarded her pre-marital personal property and her items of personal clothing and tolietries as well as her new apartment household furniture and furnishing free and clear of any claims from the Husband.

The Wife shall be awarded the 1989 Chevrolet Blazer (VIN No. 1GNCT18Z5 K810 9868). The Husband shall be awarded the 1985 Suburban (VIN No. 1G8EK 6L2FF205889) and the 1977 MG. The Husband shall also be awarded his recreational boat.

Each party acknowledges that the division of their personal property has heretofore been divided and that upon the entry of the Final Decree of Divorce the personal property in possession of either of them shall remain the sole and exclusive property of the party possessing it.

4. **DEBTS:** The Husband shall pay all household furniture indebtedness incurred by the Wife as of January 17, 1990 including those funiture debts applied to Wife's credit cards. Each party acknowledges that there is no indebtedness accumulated during the course of the marriage except for routine expenses and the Husband shall pay same. Each party shall pay their individual debts incurred subsequent to the date of separation, to wit: Wednesday, January 17, 1990 and further agrees to indemnify and hold the other harmless from payment of same.

The assumption of the abovestated indebtedness and all other indebtedness outlined in this marital dissolution agreement by each party shall be considered a duty directly related to the support and maintenance of the spouse and shall not be considered dischargeable in any bankruptcy proceeding by one party against the non-bankrupt spouse so as to allow a third party creditor to claim against the non-banckrupt spouse.

5. **TAX AND TAX EXEMPT STATUS:** This agreement is in the transfer of appreciated property between the spouses in connection with a divorce and is not a sale or exchange or other disposition of property but is an equal division of property by co-owners.

6. **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and

unmarried. Neither shall molest the other, nor compel nor endeavor to compel the other to cohabitate or dwell with him or her. Each party shall be permanently **ENJOINED AND RESTRAINED** from coming about the other for the purpose of physically abusing, threatening, harassing, or intimidating in any manner the other at their residence or at any place they might be.

7. **TRIAL:** It is agreed that the Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

8. **ATTORNEY'S FEE AND COURT COSTS:** Each party shall be responsible for the payment of his/her own attorney's fees and the Husband shall be responsible for paying the attorney's fees of W. Allen Barrett as well as the cost incurred in connection with this matter.

9. **COLLATERAL OR MORTGAGES:** To the extent that there are any outstanding debts, security or collateral requirements or mortgages for any and all the property retained by the Husband and/or Wife pursuant to the terms of this agreement, except as otherwise provided herein, the parties retaining those property items above shall pay such debts, securities, collateral or mortgages and be responsible for said debts or obligations and assume and be solely responsible for paying said debts or obligations, the same being considered in the nature of alimony and each party agrees to indemnify and hold the other party free and harmless from payment from all claims, demands, liabilities and expenses with respect thereto.

10. **SEPARATE MAINTENANCE:** The parties agree that no separate maintenance, alimony or otherwise shall be paid to or by the Husband and/or Wife.

11. **PENSION BENEFITS:** Each party relinquishes any and all rights they may have to any pension benefit plan, annuity or IRA of the other party.

12. **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents or other instruments necessary to carry out the full intent of this agreement.

13. **COMPLETE UNDERSTANDING:** It is further understood that this agreement is intended to be the final settlement of all property rights of the respective parties and is a discharge arising out of their mutual relationship as Husband and Wife, and that each party hereby waives and relinquishes to the other all rights or claims which they may have or hereinafter acquire under the law of any jurisdiction on the other's property, including without limitation, distributive shares, statutory allowances, homestead rights, the right to take against the other's estate, inheritance, dissent or distribution, the right to act as administrator or executor of the other's

estate, and this agreement applies to all property now owned by the Husband and/or Wife or to any property that either of them shall acquire in the future.

This agreement shall be binding upon and incurred to the benefit of the parties hereto, their personal representatives, heirs and assigns.

It is further understood and agreed between the parties that this agreement is being entered into without undue influence, fraud, coercion, misrepresentation or for any reason not hereinafter stated. The provisions of this agreement and the legal effect are fully known by each party and that each party acknowledges that it is a fair and equitable agreement and that it is being entered into voluntarily. This agreement contains the entire understanding of the parties and there are no representations, warranties, coventances or undertakings other than those which are expressly set forth herein.

The parties agree that this agreement, subject to Court approval, shall be incorporated in and made part of any Final Decree of Divorce which may be entered into hereafter.

IN WITNESS WHEREOF, the parties have executed this instrument on the 17 day of January, 1990.

Edward C. Coke
EDWARD C. COKE

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

On this the 17th day of January, 1990, before me, the undersigned Notary Public, in and for said county and state appeared the within named EDWARD C. COKE with whom I am personally acquainted, stating that he has read the aforestated marital dissolution agreement and is signing same for the purposes contained therein.

Linda G. Jones
NOTARY PUBLIC

My Commission Expires: 11-27-93

Sherry L. Coke
SHERRY L. COKE

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

On this the 17th day of January, 1990, before me, the undersigned Notary Public, in and for said county and state appeared the within named SHERRY L. COKE with whom I am personally acquainted, stating that she has read the aforestated marital dissolution agreement and is signing same for the purposes contained therein.

Linda G. Jones
NOTARY PUBLIC

My Commission Expires: 11-27-93
26-17

It is, further, **ORDERED** that all the provisions of the marital dissolution agreement are hereby approved and made the order of this Court.

It is, further, **ORDERED** that the cost of this cause shall be paid by the Plaintiff/Husband, EDWARD CLARENCE COKE, for which execution may issue if necessary.

ENTERED this the 22nd day of March, 1990.

MURIEL ROBINSON, JUDGE CHECK 21.00

APPROVED FOR ENTRY:

W. ALLEN BARRETT
Attorney for the Plaintiff
Supreme Court Registration No. 10894
ROBERT L. JACKSON & ASSOCIATES
214 Second Avenue, North
One Washington Square, Suite 103
Nashville, Tennessee 37201
(615) 256-2602

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded by first class U.S. mail, postage prepaid, to Ms. Sherry Lucille Coke, 1616 Brentwood Terrace, Nashville, Tennessee, 37211 on this the 21st day of March, 1990.

W. ALLEN BARRETT

17-29

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* Twenty-Second *day of* March, *19* 90, *in Case Number* 89D-4654 *between* Edward Clarence Coke *Plaintiff, and* Sherry Lucille Coke *Defendant, as same remains of record in Book* 185B, *Page* 979 *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* 24th *day of* July *in the year one thousand nine hundred and* Ninety-One *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*