Map 86-14-A
Parcel 119.00 Co.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DANA RUTH COLE,
119 Thistle Lane
Hermitage, TN 37075

Plaintiff/Wife

vs.

JACK DALE COLE, II
214 Hickory Drive
Mount Juliet, TN

Defendant/Husband

Number 88D-3512

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FINAL DECREE

This cause came on to be heard on the 16th day of December, 1988, before the Honorable Muriel Robinson, Judge, upon Plaintiff's Complaint for absolute divorce; upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor child, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of Plaintiff, and the statements of counsel, from all of which the Court affirmatively found that the allegations of Plaintiff's Complaint are sustained by the proof in the there exist such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor child; that the Marital Dissolution Agreement should be approved; that the Plaintiff's current residence address is 119 Thistle Lane, Hermitage, Tennessee 37075; and that the ninety-day waiting period, as required by statute, has elapsed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DANA RUTH COLE, Plaintiff/Wife	)	BOOK 8434 PAGE 355
vs.	)	Number 88D-3512
JACK DALE COLE, II Defendant/Husband	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into this 12TH day of December, 1988, by and between DANA RUTH COLE, hereinafter referred to as "Wife", and JACK DALE COLE, II, a/k/a Jackie Cole hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties were married on August 11, 1984; and,

WHEREAS, the parties have one (1) minor child of said marriage; and,

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being Dana Ruth Cole v. Jack Dale Cole, II, Number 88D-3512; and

WHEREAS, the parties desire to agree upon and determine their rights and duties representing their respective estates and any and all matters concerning their rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights and all matters concerning the care and custody of the parties' minor child and all matters arising by reason of the marital relationship and in consideration of the mutual promises and premises herein contained, the parties agree in covenant as follows:

1. Divorce and Custody. Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. The parties are the parents of one (1) minor child, Heather Ann Cole, born December 4, 1985. The care, custody and

control of the parties' minor child shall be vested solely with the wife. The Husband shall have reasonable visitation privileges giving the wife twenty-four hour (24) notice of the visitation. Each parent shall have the child for at least five (5) hours during her birthday at a time agreed upon by Wife. The Wife shall have the child on Mother's Day and the Husband shall have the child on Father's Day. Visitation on the following major holidays shall be alternated between the parents: Easter, Fourth of July, Memorial Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Day. Husband shall also have the child for one week each Christmas vacation between Christmas Day and New Year's Day.

The Husband shall, furthermore, have the child for two (2) weeks each summer giving the Wife one month notice.

2. Child Support. The Husband shall pay the Wife for the support of their minor child, Heather Ann Cole, the sum of Sixty Dollars ($60.00) per week until the child attains the age of eighteen years or graduates with her regular high school class, whichever occurs last. Additionally, each Spring and Fall, (twice a year) the Husband shall pay for one-half of the minor child's school, dress and recreational clothing. Should Heather Ann Cole decide to attend college, Husband agrees that he will pay one-half of all her college expenses and Wife will pay one-half of her college expenses. Those college expenses include, but are not limited to tuition, books, room, board and transportation. This child support shall not be prorated or reduced without Court Order. Both parties agree that this is reasonable child support. For so long as Husband has any obligations under this agreement, he shall maintain insurance on his life in the minimum amount of Fifty Thousand Dollars ($50,000.00) naming the wife as primary beneficiary. Proof of such coverage shall be furnished to Wife upon demand.

The Husband shall pay the major medical health insurance premiums of the minor child. Any medical or dental expenses incurred on behalf of the minor child that are not covered by

medical insurance will be paid up to Four Hundred Dollars ($400.00) per year by the Wife, but thereafter one-half (1/2) of the uncovered and deductible expenses by each parent.

3. Real Property. All right and title of Jack Dale Cole, II in that real property situated at 119 Thistle Lane, Hermitage, Tennessee, shall be and is hereby divested out of him and vested absolutely in Dana Ruth Cole. Said property is more particularly described as follows:

> BEING Unit Number 119 on the Plan of Hermitage Meadows Subdivision, Stage Two, of record in Book 5200, page 682, Register's Office for said County, to which said plan reference is hereby made for a complete legal description thereof.
>
> BEING part of the same property conveyed to J.D. Cole, II and Dana R. Penick, by Deed, from Thomas W. Grumke and wife, Jane Barry Grumke, of record in Book 5962, page 229, Register's Office for Davidson County, Tennessee.

Wife shall assume sole and separate responsibility for paying the indebtedness secured on said property and shall hold Husband harmless from any liability therefrom. Immediately upon the entry of a Decree of Divorce between the parties, Husband shall execute a Quitclaim Deed to further evidence the transfer of this title to said property to Wife. In the event that Wife sells said property, she shall pay Husband Two Thousand Dollars ($2,000.00) out of the net proceeds of the sale or one-half (1/2) of the net proceeds of the sale, whichever is the lesser amount.

4. Assets and Debts. The parties have agreed to divide their marital property according to the schedules attached hereto with the Wife obtaining all the property listed on Schedule "A" and the Husband obtaining all the property listed on Schedule "B". Each party shall pay any debt owed on any asset received and hold the other spouse harmless from any liability thereon.

The parties agree that they have the following joint debts which shall be paid accordingly:

A. Wife will pay accounts with VISA, Dillards, and Castner Knott.

B. Husband will pay account with Sears.

5. Income Taxes. The Wife shall claim the minor child in her possession as a dependent for income tax purposes and Husband shall sign any waivers necessary to satisfy the Federal Income Tax Law.

6. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

7. In the event that a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against which 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 in defending the creditor's claim, including reasonable attorney's fees.

8. In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting this action.

9. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the Fourth Circuit Court for Davidson County, Tennessee, venue of that Court is not disputed and both parties waive any objection thereto. This agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties. It is further understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights an obligations of the respective parties hereto and shall constitute a

discharge of any and all claims arising out of their marital relationship.

10. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter require under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, or right to act as an administrator or executor of the other's 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 may acquire in the future.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

12. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation. 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. This Agreement contains the entire understanding of the parties. there are no representations, warranties, or promises other than those expressly set forth herein.

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

IN WITNESS WHEREOF, the parties have set their hands on the date hereinbelow set out.

Dana Ruth Cole
DANA RUTH COLE

Jack D. Cole II
JACK DALE COLE, II

STATE OF TENNESSEE)
)
COUNTY OF)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named DANA RUTH COLE with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12th day of Dec., 1988.

Ann C. Stockard
Notary Public
My Commission Expires: 7/26/92

STATE OF TENNESSEE)
)
COUNTY OF)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within-named JACK DALE COLE, II, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12th day of Dec., 1988.

Ann C. Stockard
Notary Public
My Commission Expires: 7/26/92

COLE.MDA/SL:HSR:acs

SCHEDULE "A" BOOK 8434 PAGE 361

PROPERTY DIVISION - DANA RUTH COLE

1. Maple bedroom Suite
2. Mattress and boxspring
3. Curtains
4. Bed spread
5. Microwave and table
6. Pictures
7. Television and stand
8. Pink dishes
9. China
10. Stereo
11. Washer and dryer
12. Rocking chair and quilt.
13. One-half of all linens
14. Floor lamp
15. 1987 Nissan Sentra automobile. Will continue to make payments on the vehicle and hold husband harmless therefrom.
16. Kirby vacuum cleaner. Will continue to make payments and hold husband harmless therefrom.

SCHEDULE "B"

PROPERTY DIVISION - JACK DALE COLE II

1. Ethan Allen bedroom suit
2. Sharp t.v.
3. VCR
4. Large wall mirror
5. Couch
6. Dining room table and four (4) chairs
7. Fish aquarium
8. Blue dishes
9. 2-1/2 foot brass lamp
10. Bedside lamp
11. One-half of the linens
12. 1988 Jeep Comanche. Will continue to make payments and hold wife harmless therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, DANA RUTH COLE, shall be and is hereby, awarded an absolute divorce from Defendant, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the alimony and child support required by the terms of this Order shall not be reduced or prorated unless specifically ordered by the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against both parties to be shared equally.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTERED this 16th day of Dec. 1988.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Helen S. Rogers, #7026
Attorney for Plaintiff/Wife
LINK, PORTER, JONES & ROGERS
1400 L & C Tower
401 Church Street
Nashville, TN 37219
(615) 256-5144

Mail

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed, postage prepaid, to Jack Dale Cole, II, 214 Hickory Drive, Mount Juliet, Tennessee, this 16th day of December, 1988.

Helen S. Rogers

COLE.DOC/HSR:acs

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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* SIXTEENTH *day of* DECEMBER, *19* 88, *in Case Number* 88D-3512 *between* DANA RUTH COLE *Plaintiff, and* JACK DALE COLE, II *Defendant, as same remains of record in Book* 175A, *Page* 125 *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* third *day of* Septemer *in the year one thousand nine hundred and* ninety one *and in the* two hundred and sixteenth *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Kathleen A Garrett, *D.C.*

Form #GR-117