IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD [illegible] CLERK

D.C.

WANDA SUE HUDGINS COOK
230 West Cedar Street
Goodlettsville, Tennessee 37072

VS.

JAMES ALSTON COOK
3039 Distillery Road
Greenbrier, Tennessee 37073

NO. 93D 2935

FINAL DECREE

This cause came on to be heard on the 3rd day of February, 1995, before the Honorable Muriel Robinson, Judge, upon the complaint for divorce filed by the Wife, answer and counter-complaint filed by the husband, and answer of wife to the counter-complaint. Upon hearing the testimony of the wife, statement of counsel for the wife, and upon the entire record in this cause, the court finds that the parties have suffered irreconcilable differences in their marriage; and, further, that the grounds of inappropriate marital conduct filed by the wife in the original complaint be set aside and the counter-complaint filed by the husband be set aside; and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, WANDA SUE HUDGINS COOK, is hereby awarded an absolute divorce from the defendant, JAMES ALSTON COOK, on the grounds of irreconcilable differences, T.C.A. 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the grounds of Inappropriate Marital Conduct previously filed by the wife in the original complaint and the counter-complaint filed by the husband be, and hereby is set aside.

Pursuant to T.C.A. 36-4-103(b), the court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties.

The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WANDA SUE HUDGINS COOK,)
)
Plaintiff,)
)
vs.) No. 93D-2935
)
)
JAMES ALSTON COOK,)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into this 14th day of ~~October~~ December, 1994, by and between Wanda Sue Hudgins Cook, hereinafter referred to as "Wife", and James Alston Cook, hereinafter referred to as "Husband";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for absolute divorce styled Wanda Sue Hudgins Cook vs. James Alston Cook, and bearing Docket No. 93D-2935; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

I. **CHILDREN.**

The parties acknowledge that there are no minor children of the marriage and none is expected.

II. **REAL PROPERTY.**

A. MARITAL RESIDENCE.

The parties are joint owners of a house and lot located at 230 West Cedar Street, Goodlettsville, Davidson County, Tennessee, which is currently occupied by the Wife and which the parties agree shall be the sole and separate property of the Wife. The Wife shall be responsible for the payment of the outstanding mortgage

thereon, 1993 property taxes, both county and city, and insurance and shall further indemnify and hold the Husband harmless therefor. The Wife agrees to refinance the outstanding mortgage, including any amount necessary to satisfy the lien set out in Paragraph V hereinbelow, within six (6) months of the entry of the Final Decree. The parties acknowledge that the current monthly mortgage payment of $485.00 is now being paid by the Husband through a weekly payroll deduction. The parties agree that beginning with the December 1, 1993, payment and each month thereafter until the mortgage is refinanced or the house is sold, the Wife shall reimburse the Husband the full monthly payment on or before the 15th day of each month. Should she fail to timely reimburse the Husband or should she be unable to refinance the outstanding mortgage as agreed above, the house shall be placed on the market for immediate sale. The proceeds, after reasonable and necessary expenses of sale, shall be applied first toward the satisfaction of the outstanding mortgage, second toward any unreimbursed mortgage payments due the Husband, and then toward satisfaction of the Husband's lien. Any remaining proceeds shall be paid to the Wife.

B. HUMPHREYS COUNTY PROPERTY.

The Husband presently owns a 1/2 interest in certain land in Humphreys County, Tennessee, which interest was acquired during the marriage. The Wife agrees that all right title and interest she may have in said property shall be divested from her and vested in the Husband.

III. **PERSONAL PROPERTY**

A. Furniture, Furnishings, and Personal Belongings.

The Husband shall receive his jewelry, guns, gun cabinet, stereo and cattle presently in his possession, as well as the deep freeze currently located in the martial residence. All other furniture and furnishings located in the marital residence shall be awarded to the Wife.

B. Automobiles/Motor Vehicles/Boats/Motors.

1. The Wife shall receive the 1989 Mercury Cougar, shall assume and pay any outstanding encumbrance thereon and shall indemnify and hold the Husband harmless therefor.

2. The Husband shall receive the 1989 Ford Ranger truck, the bass boat, the two and three wheeler sports vehicles and the trailer the Husband further agrees to assume and pay any outstanding encumbrance on any of the above and shall indemnify and hold the Wife harmless therefor.

3. The parties shall execute whatever documents may be necessary to transfer their respective interests in the above property.

C. Financial Institution Accounts.

1. The Husband shall receive the savings bonds which have been purchased through his employment at Peterbilt as well as the balance of the parties' IRA account.

2. The Wife shall execute whatever documents may be necessary to transfer or relinquish her interest in any of the above.

D. Pension/Retirement.

Each party hereby expressly and affirmatively waives any claim or right that he or she may have to the any pension or retirement benefits belonging to the other.

IV. DEBTS.

The parties acknowledge that no joint debt is outstanding and, except as otherwise provided herein, each party shall be responsible for all debts in his or her individual name.

V. ADDITIONAL PROPERTY SETTLEMENT.

As and for additional settlement of all property rights between them, the Husband shall have a lien against the marital residence in the sum of Four Thousand and 00\100 ($4,000.00) Dollars which amount shall be satisfied as set forth in Paragraph II-A hereinabove.

VI. ATTORNEY'S FEES AND COSTS.

Each party shall be responsible for his or her own attorney's fee incurred in connection with the divorce proceeding. The Wife shall be responsible for the Court costs.

VII. DISCLOSURE.

Each party is fully and completely informed of the financial and personal status of the other and each of them has given full and mature thought to the meaning of this Agreement and all of the

obligations contained herein, and each of the parties understands the Agreement and the obligations assumed by the other, which are assumed with the express understanding and agreement that they are in full satisfaction of all obligations, unless otherwise provided herein, which each of the said parties has or might hereafter or otherwise have toward the other.

VIII. RELEASE.

Each of us having had our respective rights and duties fully explained to us by our respective counsel, in consideration of the promises contained herein, does hereby forever release, waive and discharge the other from any right, duty or obligation for support or maintenance, and to any part or share of the property of each other, and all other claims, causes of action, suits or debts, relating to or sounding in contract, tort, property loss or damage, and of every kind and nature, in law or in equity, except as this agreement otherwise provides.

IX. FUTURE ENFORCEMENT.

In the event 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 also be entitled to a judgment for reasonable expenses including attorney's fees incurred in prosecuting the action.

X. EFFECTIVE DATE.

Unless otherwise provided here, all provisions contained in this Agreement shall be effective upon the entry of the Final Decree of Divorce.

XI. ACKNOWLEDGEMENT.

The parties acknowledge that the terms and conditions contained in this Agreement make adequate and sufficient provision for the equitable settlement of all property rights between them.

XII. INCORPORATION.

The parties agree that this Agreement, subject to the Court's approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

IN WITNESS THEREOF, the parties hereto have set their signatures this 14th day of October, 1994. ~ 14th Day of December,

Wanda Sue Cook
WANDA SUE COOK

James A. Cook
JAMES A. COOK

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 WANDA SUE COOK, 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 at Nashville, Tennessee, on this the 14th day of ~~October~~ December, 1994.

Maxine Stubblefield
NOTARY PUBLIC

My commission expires: 1/22/95.

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 JAMES A. COOK, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Madison, Tennessee, on this the 14th day of October, 1994.

Karen Burnette
NOTARY PUBLIC

My commission expires: 1-25-97.

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

The final costs of this cause will be paid by the WIFE, for all of which execution may issue if necessary.

Entered this 31st day of Feb, 1995.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Robert W. Rutherford #2908
Attorney for WIFE
Suite 400, Washington Square
214 Second Avenue, North
Nashville, Tennessee 37201
256-6681

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed, via the U. S. Postal Service, postage pre-paid, to Ms. Vicky V. Klein, Attorney for Husband, P. O. Box 608, Madison, Tennessee 37116-0608 this 16 day of January, 1994.

Robert W. Rutherford

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IDENTIF. ← REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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STATE OF TENNESSEE

I, RICHARD R. 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 03 day of FEBRUARY , 19 95 , in the Case Number 93D2935 between COOK, WANDA SUE HUDGINS Plaintiff, and COOK, JAMES ALSTON Defendant, as same remains of record in Book 239C , Page 1696 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 07 day of MARCH in the year one thousand nine hundred and ninety-five and in the 219th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By W. L. Rowland
Deputy Clerk

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