IN THE TWENTIETH JUDICIAL DISTRICT, STATE OF TENNESSEE

DAVIDSON COUNTY, FOURTH CIRCUIT COURT

MAXINE DUKE COOPER

v. No. 95D-3303

LINDSEY WADE COOPER, SR.

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 16th day of September 1996, before the Honorable Muriel Robinson, Judge, Twentieth Judicial District, Davidson County, Fourth Circuit Court, upon the Complaint for Absolute Divorce filed by Wife, **MAXINE DUKE COOPER** against Husband, **LINDSEY WADE COOPER, SR.**; Answer and Counter-Claim filed by Husband, **LINDSEY WADE COOPER, SR.**; subsequent agreement by the parties, as evidenced by a written, notarized Marital Dissolution Agreement tendered to the Court this date, that this matter be tried on an uncontested basis; testimony of the Wife, **MAXINE DUKE COOPER**, adduced in open Court; statement of counsel; and the entire record in this cause.

And it appearing to the Court that the Parties have suffered irreconcilable differences in their marriage as defined in *Tennessee Code Annotated, Section 36-4-101(11)*, and that the Wife, **MAXINE DUKE COOPER**, is entitled to be granted an Absclute Divorce from the Husband, **LINDSEY WADE COOPER, SR.**;

It is, therefore, **ORDERED, ADJUDGED and DECREED** that the Counterclaim for Absolute Divorce filed by Mr. Cooper against Ms. Cooper be, and the same is hereby, dismissed.

It is, further, **ORDERED, ADJUDGED and DECREED** by the Court that the Wife, **MAXINE DUKE COOPER**, be, and she is hereby, granted an absolute divorce from the Husband, **LINDSEY WADE COOPER, SR.**, and restored to all the rights and privileges of an unmarried person; and the bonds of matrimony heretofore subsisting between the Parties be, and the same are hereby, forever and perpetually dissolved.

And it appearing to the Court that the parties have entered into a written, notarized Marital Dissolution Agreement which has

been tendered to the Court, which is acceptable to the Court and which the Court is pleased to approve;

It is further **ORDERED, ADJUDGED and DECREED** by the Court and the Court affirmatively finds, pursuant to ***Tennessee Code Annotated, Section 36-4-103(b)***, that the Parties have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights and support obligations between the Parties and that the Marital Dissolution Agreement entered into between the Parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows, to wit:

(THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.)

FILED 09/17/96 JRR/aw

MARITAL DISSOLUTION AGREEMENT 96 SEP 18 AM 9:17

This Marital Dissolution Agreement is entered into on the day and dates hereinafter stated, by and between **MAXINE DUKE COOPER**, hereinafter referred to as the "Wife", and **LINDSEY WADE COOPER, SR.**, hereinafter referred to as the "Husband", subject to the following premises, terms and conditions.

W I T N E S S E T H THAT:

WHEREAS, Wife has filed a Complaint for Absolute Divorce against Husband in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. **95D-3303**; and

WHEREAS, Husband has filed a Counter-Claim for Absolute Divorce against Wife; and

WHEREAS, the Parties have suffered certain irreconcilable differences in their marriage, resulting in their marriage becoming irretrievably broken with no apparent possibility of reconciliation; and

WHEREAS, the Parties desire to enter into this Marital Dissolution Agreement, not out of levity or collusion, but to settle amicably their differences with respect to all property rights, support obligations, and obligations for payment of debts and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and the attendant emotional stress and expenses which would accompany the same, not only for the present but also for the future, it being the intention that such contract shall be effective with respect to all of their property and other matters of concern insofar as they are able to contract without the concurrence of the Court and irrespective of whether a divorce is finally concluded between the parties; and

WHEREAS, both Parties are aware of their possessions and obligations one to the other; and

WHEREAS, both Parties are aware of their legal rights insofar as any contemplated Court action and have been advised by counsel; and

WHEREAS, the Parties intend to tender this Marital Dissolution Agreement to the Court for approval in the event a Divorce is granted in this cause.

NOW, THEREFORE, for and in consideration of the premises herein above stated, the mutual covenants and agreements hereinafter contained, and other good and valuable considerations, the receipt and adequacy of all of which are hereby acknowledged, the Parties agree as follows:

1.00. **REAL PROPERTY.**

1.01. **130 Abbottsford, Nashville, Davidson County, Tennessee 37215.** The Parties acknowledge that they are owners, as tenants by the entireties, of that certain real property located at and known as **130 Abbottsford, Nashville, Davidson County, Tennessee 37215,** and being more particularly described on **EXHIBIT A** attached hereto and made a part hereof. Upon a divorce being granted in this cause, said real property shall be vested in the Wife solely; and all right, title and interest the Husband has in and to said real property shall be divested out of him and vested in the Wife. Said real property is encumbered by a Deed of Trust executed by Husband and Wife in favor of Lindsey R. King, Trustee, as shown of record in Book 8837, page 814, Register's Office for Davidson County, Tennessee, to secure to First Federal Savings Bank, Dickson, Tennessee, the payment of one (1) note dated 30 December 1992, in the original principal amount of $420,000.00. Wife shall assume and pay the first mortgage indebtedness and further agrees to save, indemnify and hold the Husband harmless of the same. Wife shall be responsible for securing such liability and property damage insurance on the real property as she may require. Furthermore, Wife shall assume and pay all utilities servicing the real property including, but not limited to, electricity, gas and water, and shall save, indemnify and hold Husband harmless of the same. All utility deposits shall be vested in the Wife.

1.02. **207 - 23rd Avenue, North, Nashville, Davidson County, Tennessee 37203.** The Parties acknowledge that they are owners, as tenants by the entireties, of that certain real property

located at and known as 207 - 23rd Avenue, North, Nashville, Davidson County, Tennessee 37203, and being more particularly described on **EXHIBIT B** attached hereto and made a part hereof. Upon a divorce being granted in this cause, said real property shall be vested in the Husband solely; and all right, title and interest the Wife has in and to said real property shall be divested out of her and vested in the Husband. Said real property is encumbered by a Deed of Trust executed by Husband and Wife in favor of Guaranty Title Company, Trustee, as shown of record in Book 8789, page 865, Register's Office for Davidson County, Tennessee, to secure to First American National Bank, a National Banking Corporation, the payment of one (1) note dated 18 November 1992, in the original principal amount of $235,000.00. Husband shall assume and pay the first mortgage indebtedness and further agrees to save, indemnify and hold the Wife harmless of the same. Husband shall be responsible for securing such liability and property damage insurance on the real property as he may require. Furthermore, Husband shall assume and pay all utilities servicing the real property including, but not limited to, electricity, gas and water, and shall save, indemnify and hold Wife harmless of the same. All utility deposits shall be vested in the Husband.

1.03. Cooper's Harbour, Falling Water Retreat, Route 1, Sparta, DeKalb County, Tennessee. The Parties acknowledge that they are owners, as tenants by the entireties, of that certain real property located at and known as Cooper's Harbour, Falling Water Retreat, Route 1, Sparta, DeKalb County, Tennessee, and being more particularly described on EXHIBIT C attached hereto and made a part hereof. Upon a divorce being granted in this cause, said real property shall be vested in the Husband solely; and all right, title and interest the Wife has in and to said real property shall be divested out of her and vested in the Husband. Said real property is encumbered by a Deed of Trust executed by Husband and Wife in favor of Glenn Birdwell, Trustee, as shown of record in Book 2, page 412, Register's Office for DeKalb County, Tennessee, to secure to Citizens Bank of Sparta, the payment of one (1) note

dated 10 April 1995, and in the original principal amount of $75,000.00. Husband shall assume and pay the first mortgage indebtedness and further agrees to save, indemnify and hold the Wife harmless of the same. Husband shall be responsible for securing such liability and property damage insurance on the real property as he may require. Furthermore, Husband shall assume and pay all utilities servicing the real property including, but not limited to, electricity, gas and water, and shall save, indemnify and hold Wife harmless of the same. All utility deposits shall be vested in the Husband.

2.00. STOCKS AND BONDS.

2.01. COOPER & PROVENCE, P.C. Husband owns certain shares of capital, common, voting stock of COOPER & PROVENCE, P.C., a Tennessee Professional Corporation. The shares of stock shall be vested in Husband solely; and all right, title and interest Wife has in and to the shares of stock shall be divested out of her and vested in Husband.

2.02. ETC 1985 OIL AND GAS PROGRAMME, LTD. Husband owns a Partnership interest of ETC 1985 OIL AND GAS PROGRAMME, LTD, a Tennessee Limited Partnership. The Partnership interest of Husband shall be vested in Husband solely; and all right, title and interest Wife has in and to the Partnership nterest shall be divested out of her and vested in Husband.

2.03. BONANZA ASSOCIATES, LIMITED D/B/A BONANZA MOBILEHOME PARK. Husband owns a Partnership interest of BONANZA ASSOCIATES, LIMITED D/B/A BONANZA MOBILEHOME PARK, a Tennessee Limited Partnership. The Partnership interest of Husband shall be vested in Husband solely; and all right, title and interest Wife has in and to the Partnership interest shall be divested out of her and vested in Husband.

3.00. CASH AND INSURANCE.

3.01. Individual Bank Account(s). Each Party shall be awarded her or his individual checking and/or savings account(s); and the other Party specifically hereby relinquishes any and all claim she or he may have in and to the proceeds deposited therein.

Specifically, Wife shall be awarded First American National Bank FAIR Account No. 1001656465, First American National Bank Account No. 100165656478 and Smith Barney Account No. 591-13909, all in her name; and all right, title and interest Husband has in and to said accounts shall be divested out of him and vested in Wife solely. Husband shall be vested with Smith Barney Account No. 591-14100-16, First American National Bank Checking Account No. 100118-570-5, First American National Bank Checking Account No. 100076-947-6, now SunTrust Bank Account No. 7080016715, First American National Bank FAIR Account No. 100076-948-9, now SunTrust Bank Account No. 7020002544, and First American Checking Account No. 000118-706-9, all in his name; and all right, title and interest Wife has in and to said accounts shall be divested out of her and vested in Husband solely.

3.02. Joint Account(s). The parties are vested with an account at Smith Barney, Account No. 591-09856-12 as joint tenants with the right of survivorship. This account shall be divided equally, one-half (1/2) to Wife and one-half (1/2) to Husband.

3.03. Income Tax Refund(s). The parties have received an income tax refund from the Internal Revenue Service payable in the amount of $7,129.34 to the order of the parties jointly. This income tax refund is for the tax year ending 31 December 1993. This income tax refund and all future income tax refunds through the tax year ending December 1994, shall be divided equally, one-half (1/2) to Wife and one-half (1/2) to Husband.

3.04. Retirement Account(s). Wife shall be awarded her Individual Retirement Account No. 591-64654 with Smith Barney free from any claim of Husband; and all right, title and interest Husband has in and to Wife's Individual Retirement Account shall be divested out of him and vested in Wife solely. Husband shall be awarded his Individual Retirement Account No. 591-63036-12-415 with Shearson Lehman Brothers and his interest in Cooper & Provence, P.C./Profit Sharing Plan and Trust free from any claim of Wife; and all right, title and interest Wife has in and to Husband's Individual Retirement Account and interest in Cooper & Provence,

P.C./Profit Sharing Plan and Trust shall be divested out of her and vested in Husband solely.

3.05. Life Insurance. Wife shall be awarded the residual value of Provident Life Insurance Policy No. 1281966 and shall cause the policy on the life of Husband to be terminated and canceled. Husband shall be awarded the residual value of Provident Life Insurance Policies Nos. 3532140, 1189858, and 3540806.

4.00. PERSONAL PROPERTY.

4.01. Personal Belongings. The Parties shall each be awarded her or his own wearing apparel, jewelry and other personal belongings.

4.02. Household Furniture and Furnishings. Each Party shall be awarded the household furniture, furnishings, appliances and paintings (art) presently in her or his possession free from any claim of the other except Husband shall be awarded those chattels which are shown on EXHIBIT D attached hereto and made a part hereof and which are located at 130 Abbottsford, Nashville, Davidson County, Tennessee.

4.03. Automobiles. The parties own three (3) automobiles; and they agree as follows, to wit:

a. Wife shall be awarded the ____ Volkswagen Cabriolet automobile, Vehicle Identification No. _____, free from any claim of Husband; and all right, title and interest Husband has in and to said automobile shall be divested out of him and vested in Wife solely;

b. Husband shall be awarded the 1992 Chevrolet Blazer, Vehicle Identification No.JMINAC3517LO147572, free from any claim of Wife; and all right, title and interest Wife has in and to said automobile shall be divested out of her and vested in Husband solely; and

c. Husband shall be awarded the 1989 Mazda Miata automobile, Vehicle Identification No. 1GNDT13WXN2176345, free from any claim of Wife; and all right, title and interest Wife has in and to said automobile shall be divested out of her and vested in Husband solely.

The parties agree to execute any and all titles to said automobiles conveying her or his right, title and interest therein and to return any set of keys in her or his possession. Each party recognizes and agrees that she or he shall be responsible for securing such bodily injury, liability and property damage insurance on the motor vehicle(s) awarded her or him as may be required after a divorce may be granted in this cause.

4.04. Boat, Motor and Trailer. Husband shall be awarded the 1991 Javelin boat, Vehicle Identification No. BNZ38157J990, motor and trailer, free from any claim of Wife; and all right, title and interest Wife has in and to said boat, motor and trailer shall be divested out of her and vested in Husband solely.

5.00. OTHER PERSONAL PROPERTY. Wife has inherited certain property from her father, Clarence A. Duke, deceased. Wife shall be awarded her inheritance and any appreciated values thereto; and Husband hereby waives any claim to Wife's inheritance and/or any appreciated value thereto.

6.00. DEBTS.

6.01. Present Debts. Secured/Unsecured. Each Party shall assume any outstanding indebtedness, whether secured or unsecured, purchase money or otherwise, related to or upon any household furniture, furnishings and appliances, automobiles or other personal properties and real properties awarded to her or him herein and except as otherwise provided herein, and shall save, indemnify and hold the other harmless of the same.

6.02. Past Debts. Each Party shall be solely responsible for the payment of any and all individual debts incurred by her or him prior to the date of the execution of this Marital Dissolution Agreement except as otherwise set forth herein and shall save, indemnify and hold the other harmless from any liability thereon. Specifically, Wife shall assume and pay the following, to wit: First American National Bank MasterCard No. 544489111 10003782, American Express Account No. 3720 128539 01002, Spiegel Account No. 36 04503478, and Castner Knott Account No. 21 966 052 47.

6.03. Future Debts. From the date of the execution of this Agreement, neither Party shall contract any indebtedness upon the credit of the other.

6.04. Indemnity. If either Party shall be compelled to pay any past or future debt of the other, then the Party for whose benefit such payment shall have been made shall indemnify and hold the other harmless therefrom to the full extent of the amount paid, inclusive of interest, legal expenses and reasonable attorney's fees, if any.

7.00. ADDITIONAL CONSIDERATIONS.

7.01. Acceptance by the Parties. With respect to each Party's responsibility for the payment of certain debts and liabilities and her or his obligations to hold the other harmless for the payment thereof, the Parties understand and agree that each obligation is part of the financial support settlement of the Parties and not part of the division of property and, therefore, a nondischargeable debt under 11 U.S.C. 523(a)(5) of the Bankruptcy Code. The Parties intend to create a support obligation herein that will be nondischargeable pursuant to 11 U.S.C. 523(a)(5) in the event of the Bankruptcy of the obligatory spouse and acknowledge that this support obligation is necessary to meet the daily living expenses of the nonobligatory spouse and the amount of support is reasonable.

7.02. Disclosure. The Parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets which are not reflected by the terms of this Agreement. Should it develop that there were undisclosed assets, the Party to whom the assets were not disclosed shall have a right to an equitable share of the same. This claim is specifically reserved to each Party and is not discharged by the remaining terms of this Agreement.

8.00. MISCELLANEOUS.

8.01. Divorce. The Wife shall proceed with obtaining an Absolute Divorce from the Husband upon the statutory ground of irreconcilable differences.

8.02. Attorney's Fees. Each Party shall be responsible for her or his attorney's fees in this cause except as may be otherwise provided herein.

8.03. Court Costs. Husband shall pay the court costs associated with this proceeding.

8.04. Tax Exempt Status. This Agreement is a transfer of appreciated property between 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.

8.05. Final Settlement. It is understood and agreed between the Parties hereto that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge from all of the claims arising out of their marital relationship, except as provided herein. Each Party hereby remits, waives, releases, and forever discharges the other from any and all claims arising out of their marital relationship, and each hereby waives and relinquishes to the other all rights or claims which he or she may have or hereafter acquire of and to the other's property, under the law of any jurisdiction, including, without limitation, dower, curtesy, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, and right to act as the personal representative of the other's estate; and this agreement applies to all property now owned by Husband or Wife or any property either of them may acquire in the future.

8.06. Future Considerations. The Parties acknowledge that they shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority and control, direct or indirect, by the other as fully as if sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, engage in employment, business or profession, which he or she may deem advisable.

8.07. Necessary Documents. The Parties further agree to sign any and all instruments, documents, titles, covenants, tax

waivers, deeds, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts, necessary to carry out the full intent and purposes of this Agreement. It is the intent of the Parties to this Agreement that neither shall receive any proceeds as a beneficiary of the other from and after the execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other Party as a beneficiary.

8.08. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto, their personal representatives, heirs, assigns and successors in interest.

8.09. Joint Preparation. The Parties acknowledge that they have jointly entered into this Marital Dissolution Agreement, after arms length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against either Party.

8.10. Acknowledgement. Each Party acknowledges that he/she has read this instrument in its entirety and has entered into and signed this instrument freely, knowledgeably, in good faith and without exertion or duress or undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the legal effect are fully known by each of the Parties, and each Party acknowledges that the Agreement is fair and equitable and is being entered into voluntarily.

8.11. No Waiver. No Waiver of any breach or default hereunder or misrepresentation contained herein shall be applied from any omission of the nondefaulting Party to take any action on account of such misrepresentation, breach or default.

8.12. Notice of Right of Indemnity. The Parties shall promptly notify each other in writing of all matters which may give rise to a right of indemnification hereunder, and the indemnifying Party shall have the right to settle and, at his/her own expense, to defend through counsel of his/her own choosing, any action which

may be brought in connection therewith. In the event that the indemnifying Party fails or refuses to contest any claims which may give rise to a right of indemnification hereunder, the other Party may contest or settle such claim, which action shall not constitute a waiver of their rights hereunder.

8.13. **Entire Agreement**. This Agreement contains the entire understanding of the Parties; and there are no representations, warranties, covenants or agreements other than those expressly set out herein.

8.14. **Severability**. In the event any provision of this Agreement shall be deemed invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

8.15. **Amendment**. This Agreement may only be altered, amended or canceled by instrument in writing signed by each of the Parties.

8.16. **Submission to Court**. This Marital Dissolution Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into any Final Decree of Divorce which may be entered hereinafter.

Executed on this 17 day of September 1996, by the Wife and on this 17th day of September 1996, by the Husband.

MAXINE DUKE COOPER - Wife

LINDSEY WADE COOPER, SR. - Husband

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 **MAXINE DUKE COOPER**, 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, this 17th day of September 1996.

Pamela G Bin Notary Public

My commission expires 11-22-97

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 **LINDSEY WADE COOPER, SR.**, 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 Nashville, Tennessee, this 17th day of September 1996.

Jean Williams Notary Public

My commission expires 22 March 1997

[redacted]

BOOK 10272 PG 593

EXHIBIT A

FILED

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CLERK

D.C.

130 Abbottsford
Nashville, Tennessee 37215

Field Book No. 7DA 91385
Map 117-13B
Parcel 33

Land in Davidson County, Tennessee, being Lot No. 130 on the Plan of Phase One of Abbottsford, a Planned Unit Development, of record in Book 6250, pages 419, 420 and 421, as amended in Book 6771, page 683, both in the Register's Office for Davidson County, Tennessee.

Said Lot No. 130, which is a corner lot, fronts 138.36 feet on the easterly margin of Abbottsford and fronts 93.06 feet on the southerly margin of an unnamed right-of-way, said frontages being joined by a curve having a length of 18.73 feet, and extends back 92.83 feet on the westerly line to a point of intersection.

Being the same property conveyed to Lindsey W. Cooper, Sr. and wife, Maxine D. Cooper, by deed from Jackie D. Cook and wife, Beverly S. Cook, of record in Book 8759, page 174, Register's Office for Davidson County, Tennessee.

This is improved property known as **130 Abbottsford, Nashville, Davidson County TN 37215.**

Lindsey Wade Cooper, Sr. is one and the same person as Lindsey W. Cooper, Sr.

Maxine Duke Cooper is one and the same person as Maxine D. Cooper.

[redacted]

BOOK 10272 PG 594

EXHIBIT B

FILED

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D.C.

207 - 23rd Avenue, North
Nashville, Tennessee 37203

Field Book No. 21W 9685
Map 92-15
Parcel 38

Land in Davidson County, Tennessee, being parts of Lots 13 and 14 on the Plan of Part of the Elliston Property, as of record in Plan Book No. 1, page 105, Chancery Court at Nashville, described together as follows:

BEGINNING at the southeast intersection of 23rd Avenue North, formerly Elliston Avenue and State Street; thence with the easterly margin of said 23rd Avenue North, southwardly 60 feet to the northwest corner of the property conveyed to LeRoy Broun by deed from William LeRoy Broun, of record in Book 212, page 533, Register's Office for said County; thence with said Broun's northerly line eastwardly 170 feet to an alley; thence with same northwardly 60 feet to the southerly margin of said State Street; thence with same westwardly 170 feet to the beginning.

Being the same property conveyed to Lindsey W. Cooper, Sr. and wife, J. Maxine D. Cooper, by deed from Dr. C. Joseph Ladd, Dr. Jack C. Schmitt and wife, Joan R. Schmitt, of record in Book 6962, page 271, Register's Office for Davidson County, Tennessee.

This is improved property known as **207 - 23rd Avenue, North, Nashville, Davidson County TN 37203.**

Lindsey Wade Cooper, Sr. is one and the same person as Lindsey W. Cooper, Sr.

Maxine Duke Cooper is one and the same person as J. Maxine D. Cooper.

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CLERK

EXHIBIT C

Cooper's Harbour
Falling Water Retreat
Sparta, DeKalb County, Tennessee 38583

Land in DeKalb County, Tennessee, being Lots Nos. 10 and 11 in the "Falling Water Retreat" as same is shown and described in Plat No. 1 of the "Falling Water Retreat" which plat is registered in Book No. 0-3, page 5, in the Register's Office for DeKalb County, Tennessee.

Being the same property conveyed to Lindsey W. Cooper and wife, Maxine Cooper, by deed from Billy Piper and wife, Billie Dean Piper, of record in Record Book 4, page 352, Register's Office for DeKalb County, Tennessee.

This is improved property known as **Cooper's Harbour, Falling Water Retreat, Sparta, DeKalb County TN 38583.**

Lindsey Wade Cooper, Sr. is one and the same person as Lindsey W. Cooper, Sr.

Maxine Duke Cooper is one and the same person as Maxine Cooper.

BOOK 10272 PG 596

EXHIBIT D

FILED

93 SEP 10 AM 9:48

RICHARD R. ... CLERK

D.C.

Grandfather's clock,
Family Bible
Books owned before the marriage
One-half (1/2) of all novels purchased during the marriage
His tools and tool chest
Shop vac (wet/dry vacuum)

It is further **ORDERED, ADJUDGED and DECREED** that all right, title and interest the Husband, **LINDSEY WADE COOPER, SR.**, has in and to that certain real property located at and known as **130 Abbottsford, Nashville, Davidson County, Tennessee 37215**, be, and the same is hereby, divested out of him and vested in the Wife, **MAXINE DUKE COOPER,** solely, said real property being more particularly described on **EXHIBIT A** attached to the Marital Dissolution Agreement and to which reference is hereby made for a more complete and accurate description.

It is further **ORDERED, ADJUDGED and DECREED** that all right, title and interest the Wife, **MAXINE DUKE COOPER**, has in and to that certain real property located at and known as **207 - 23rd Avenue, North, Nashville, Davidson County, Tennessee 37203**, be, and the same is hereby, divested out of her and vested in the Husband, **LINDSEY WADE COOPER, SR.**, solely, said real property being more particularly described on **EXHIBIT B** attached to the Marital Dissolution Agreement and to which reference is hereby made for a more complete and accurate description.

It is further **ORDERED, ADJUDGED and DECREED** that all right, title and interest the Wife, **MAXINE DUKE COOPER**, has in and to that certain real property located at and known as **Cooper's Harbour, Falling Water Retreat, Route 1, Sparta, DeKalb County, Tennessee**, be, and the same is hereby, divested out of her and vested in the Husband, **LINDSEY WADE COOPER, SR.**, solely, said real property being more particularly described on **EXHIBIT C** attached to the Marital Dissolution Agreement and to which reference is hereby made for a more complete and accurate description.

The current addresses of the Parties are as follows, to-wit:

Wife, **MAXINE DUKE COOPER**, 130 Abbottsford, Nashville, Tennessee 37215; and

Husband, **LINDSEY WADE COOPER, SR.**, 207 - 23rd Avenue, North, Nashville, Tennessee 37203.

The costs of this cause are taxed to the Husband, **LINDSEY WADE COOPER, SR.**, for which let execution issue, if necessary.

Enter this 15th day of Sept 1996.

JUDGE

APPROVED FOR ENTRY:

Rose T. Palermo

ROSE T. PALERMO
S. C. Reg. No. 3330
Attorney for Wife
43 Music Square West
P. O. Box 121857
Nashville TN 37212-1857
Tel: (615) 244-4270

John R. Reynolds

JOHN R. REYNOLDS
S. C. Reg. No. 2522
Attorney for Husband
217 Second Avenue, North
P. O. Box 190481
Nashville TN 37219-0481
Tel: (615) 256-2694

cc: Dr. Lindsey Wade Cooper, Sr.

02505L5
IDENTIFICATION REFERENCE
96 NOV 26 PM 3:59
DAVIDSON COUNTY, TN.
9738 11/26 0101 03CHECK 84-00
18 1996

BOOK 10272 PG 599

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 18 day of SEPTEMBER , 19 96 , in the Case Number 95D3303 between COOPER, MAXINE DUKE Plaintiff, and COOPER, LINDSEY WADE SR. Defendant, as same remains of record in Book 261A , Page 460 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 25 day of NOVEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

RICHARD R. ROOKER CIRCUIT COURT CLERK