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2295/1116

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DARLA P. COTTON
Plaintiff

vs. Case Number: 93D-1693

JAMES W. COTTON
Defendant

BOOK 10445 PG 542

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 29th day of March, 1994, before the Honorable Muriel Robinson , Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Plaintiff's Complaint for absolute divorce, testimony of Plaintiff, statements of counsel, and the entire record in this cause, from all of which it appears to the Court that the parties have experienced irreconcilable differences, and that a divorce should be granted.

It is therefore, ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony existing between the parties be and the same hereby are forever dissolved, and the Plaintiff is awarded an absolute divorce from the Defendant and restored to all the rights and privileges of an unmarried person.

The Court further finds that the statistical sheet is amended, pursuant to Tennessee Code Annotated Section 36-6-210, to reflect that the address of the Plaintiff is 1211 Bell Road Apartment 102, Nashville, Tennessee, whereas the address of the defendant, James W. Cotton, remains to be 1924 Dabbs Avenue, Nashville, Tennessee.

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor children born of the marriage and for the equitable settlement of any property rights between the parties, and therefore it is

ORDERED, ADJUDGED, AND DECREED, that the Marital Dissolution Agreement entered into between the parties and heretofore filed with this Court be and the same is hereby approved, and made a part of this Final Decree of Divorce, as hereinafter setout:

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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CLERK

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

DARLA P. COTTON
Plaintiff

Cons 93D632

vs. Case Number: 93D1693

JAMES WAYNE COTTON
Defendant

BOOK 10445 PG 543

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of ~~January~~ February 1994, by and between DARLA P. COTTON, hereinafter referred to as Wife; and JAMES WAYNE COTTON, hereinafter referred to as Husband:

W I T N E S S E T H :

WHEREAS, the parties are now Husband and wife, having been lawfully married to each other and having cohabited as same; and

WHEREAS, unhappy matrimonial differences have arisen between them by reason of which they are now living separately and apart; and

WHEREAS, both parties have given much thought and careful consideration to a settlement of their differences and have determined that they are irreconcilable; and

WHEREAS, it is the desire and intention of the parties that their relations with respect to property, financial and all other matters, be finally fixed by this agreement in order to settle and terminate in all respects and for all purposes their respective present and future marital rights, claims and demands upon each other in such manner that any action with respect to the rights and obligations past,

present, or future of either party with respect to the other be finally and conclusively settled and determined by this agreement:

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, the parties agree as follows:

1. The parties shall at all times hereafter continue living separate and apart, free from interference from each other, as if they were unmarried.

2. Except as otherwise provided, each party waives, releases and relinquishes all rights that he or she may have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction. This agreement shall inure to the benefit of and be binding upon the parties' heirs, assigns and personal representatives. No breach, waiver or default in the performance of any of the terms of this agreement shall constitute a waiver of any rights resulting from subsequent breaches or defaults in the performance of the terms hereof.

3. The terms and provisions of this marital dissolution agreement shall constitute a stipulation in any action for dissolution of marriage and, pending any such dissolution of marriage, shall be binding upon the parties from the date of execution as a valid contract subsisting between the parties and construed in accordance with the laws of the State of Tennessee as if they were, at the moment of signing, an Order of Court enforceable from that moment forward. The parties recognize that, in some instances, this agreement represents a compromise of disputed issues. Each party believes the terms and conditions contained herein to be

fair and reasonable to each party under their particular circumstances. No coercion or undue influence has been used by or against either party in the formulating of this agreement.

4. Each party understands and agrees that this marital dissolution agreement constitutes the entire contract between the parties. There are no representations other than set forth herein. This agreement supersedes any prior understanding or agreement which may have existed between the parties upon the subjects covered in this agreement. Modification or waiver of any provision of this agreement shall be effective only if made in writing and executed with the same formality as this agreement; PROVIDED that, after ratification of this agreement by a Court of competent jurisdiction and incorporation of same into any Final Decree of Divorce, no modifications or waivers of a provision of this agreement shall be effective without prior approval of the Court. The parties represent one to the other that there are no debts or assets not provided for by this agreement. The party contracting any such unrevealed debts shall be solely responsible for payment thereof. Should either party be compelled to pay any debt contracted or incurred by the other party for which the other party is responsible pursuant to the terms of this agreement, the party responsible for such debt agrees to indemnify and hold the other party harmless from any and all liability for such debt and to reimburse the other party to the full extent of the amount paid by the other party, including any interest or penalty paid and all attorney fees incurred by the other party either in defending the claim of the creditor or otherwise.

Should it become necessary for a party to institute legal proceedings to procure the enforcement of any provision of this agreement, such party shall be entitled to judgment for reasonable expenses incurred in prosecuting such action, including reasonable attorney fees. In any of the foregoing events, such costs shall be deemed alimony due from the offending party to the party offended and shall constitute a debt not in bankruptcy proceeding pursuant to 11 United States Code Section 523(5).

5. In the event of the subsequent dissolution of the marriage of the parties, it is agreed that this agreement shall be ratified by the Court and made a part of the Final Decree of Divorce by reference or by being attached to said Decree and that such final Decree of Divorce shall specifically require the performance of the parties under the several provisions hereof, all subject to the approval of the Court.

6. Neither party is under the influence of any intoxicant or drug, legal or illegal, nor is either party experiencing any mental problems or conditions which would affect his or her judgment other than the stress normally to be expected from dissolution of a marriage relationship.

7. If, in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties or out of a joint income or deduction. Husband and Wife each represent and warrant

to the other that all such tax returns filed during the marriage are true, correct and complete and completely and accurately reflect income and deduction for those years, except as may be set out herein.

8. The Husband, by signing this agreement, waives the requirement of further service of process to confer in personam and subject matter jurisdiction upon the Court and, if applicable, waives all rights under the Soldiers' and Sailors' and Sailors' Civil Relief Act. The Husband acknowledges receipt of a true copy of the complaint filed in the captioned action and stipulates to the truth and accuracy of the recitations contained within the Final Decree of Divorce proposed to the Court and signed by the Husband. The Husband further avers that no other answer or counterclaim will be filed in the cause and requests that the Court approve the terms and provisions of this Marital Dissolution Agreement.

9. **PERSONAL PROPERTY:** All personal property acquired by Husband and Wife has previously been separated between the parties.

10. **REAL PROPERTY:** The parties have real estate between them located at 4649 Fanning Drive, Nashville, Tennessee, and have agreed that Husband will refinance the house and pay $10,000 to Wife within thirty (30) days of this refinancing and Wife will give up any claim to the house and will not be responsible for or benefit from any debt or asset respectively.

11. **CHILDREN:** There have been two (2) children, James W. Cotton, Jr., date of birth being April 5, 1990, and Amanda Rae Cotton, date of birth being July 28, 1987, born to this union. The parties agree that Wife is the more proper person to have the primary care, custody

and control of said children. ~~Husband hereby agrees to pay the equivalent of thirty-two (32%) of his net income (gross income less FICA and withholding) with his net income for 40 hours being approximately $527.96, and his gross income for 40 hours being $725.40, for the support and maintenance of said minor children.~~ Husband will D.C. maintain in full force and effect at all times a policy of medical and hospitalization insurance for the use and benefit of said children. Husband further offers and agrees to provide Wife with insurance cards, claims forms and other indicia of coverage necessary to provide said children with such insurance benefits and coverage. Medical or dental expenses not covered by insurance shall be paid by the parties, one half each. The parties agree that the ~~above formula will provide said~~ husband shall pay the sum of ~~[redacted]~~ $153.75 per week as child support ~~of the [redacted]~~ D.C., plus the aforementioned insurance coverage, and that said sum satisfies the requirements of the Tennessee Child Support Guidelines.

The non-custodial parent's obligation to provide child support as set forth in this agreement shall continue until each child attains the age of majority (18 years of age) or graduates from high school, whichever occurs last, assuming each child graduates with the child's normal graduating class. Wife shall be entitled to claim Wayne Cotton, Jr. child as a dependent for Federal Income Tax reporting purposes.

12. **VISITATION:** Wife is to have full custody of said children with visitation being granted the Husband according to the following schedule:

(a.) Husband shall have visitation with said children every other weekend from six o'clock, P.M., on Fridays to six o'clock, P.M., the following Sunday as well ~~[illegible]~~ during the week according to his work schedule. Husband would notify and give advance notice to Wife for that one day during the week that he can visit with his children. ~~One week, Husband works Monday, Tuesday, Friday, Saturday, and Sunday from 8:00 P.M. to 6:00 A.M. In addition, he would not take the children for the weekend during those times, but would then have the children on Wednesday or Thursday. The following week, Husband would only work Wednesday and Thursday, and during that time he would have the children Friday through Sunday.~~

(b.) **Christmas Holiday**-The parties shall alternate visitation each year on Christmas Day. Beginning in 1994, Husband will have the children on Christmas Eve from 6:00 P.M. until 10:00 A.M. when Husband shall return the children to Wife at her residence to spend the balance of the day with her regardless if Christmas happens to be on a week end normally reserved for Husband's visitation. However, if December 26th is a Saturday or Sunday set for Husband's visitation, he will able to come back and get the children at 10:00 A.M. and keep them until 6:00 P.M. that Sunday. Wife and Husband will alternate this arrangement every year.

(c.) **Thanksgiving Holiday**-Wife and Husband will alternate visitation each year on Thanksgiving Day. Beginning in 1994, Husband will have visitation beginning Thanksgiving Eve at 6:00 P.M. until 10:00 A.M. Thanksgiving Morning when Husband shall return the children to Wife's residence to spend the balance

of the day with her. Wife and husband shall alternate this arrangement every year.

(d.) **Easter Sunday**-Wife and Husband will alternate visitation each year on Easter Sunday regardless of whose weekend is normally set for visitation. Beginning in 1994, Wife will have visitation beginning at 10:00 A.M. Beginning in 1995, Husband will have visitation from 10:00 A.M. until 6:00 P.M., and so forth.

D.C.

(e.) **Child's Birthdays**-Wife and Husband shall alternate visitation of the child each year on the child's birthday regardless of normal visitation schedules. Beginning in 1994, Wife will have visitation, with Husband having visitation in 1995, and so forth.

(f.) **Labor Day**-Wife and Husband will alternate visitation of the child each year on the Labor Day regardless of normal visitation schedules. Beginning in 1994, Husband will have visitation, with Wife having visitation in 1995, and so forth.

(g.) **Halloween**-Wife and Husband will alternate visitation of the child each year on Halloween regardless of normal visitation schedules. Beginning in 1994, Husband will have visitation, with Wife having visitation in 1995, and so forth.

(h.) **Additional visitation**-Husband shall have additional visitation with said children on Fathers's Day and Husband's birthday; and Wife shall have said child on Mother's Day and Wife's Birthday.

In addition, the parties are free to work out other visitation as is convenient to the parties. Furthermore, husband shall have visitation if his work schedule allows.

The parties agree that it should be and therefore is assumed that during such visitations Husband shall provide said child with wholesome and adequate accommodations and will not engage in intoxicants, legal or illegal, in the presence or while having custody of the child. Accordingly, the parties agree that it should be and therefore is assumed that the custodial parent of said children shall provide appropriate and wholesome accommodations for said child. Husband shall have the right to consult with his child's school officials concerning the child's welfare, educational status and progress and shall have the right to access to his child's medical records. Husband shall further be responsible for the care, supervision and guidance of said child during visitation times and shall, on an ongoing basis, aid the custodial parent with financial assistance as outlined in the CHILDREN and SUPPORT section hereinabove set forth. The noncustodial parent shall have access to communication with his child by telephone at all reasonable times and shall not be interfered with in his respect by the custodial parent. The parties shall keep each other informed of their respective addresses and telephone numbers. Neither party shall in any way attempt to harm, hinder, decrease or destroy the natural love and affection of the child for the other parent. Neither parent shall speak badly of the other parent to said child, even though that parent may believe the words so spoken to be true.

13. SPECIFIC DEBTS: Husband shall pay the Discovery Card bill. Wife shall assume, pay and satisfy the GMAC and Sears debts. Husband shall transfer title to the GMAC to wife when the final payment is made by wife.

Except as specified hereinabove, debts incurred by each individual party since the separation of the parties shall be paid by the individual party receiving said servicesor products and said party shall hold the other harmless from collection and indemnify the other party for any monies paid for debt incurred by the party receiving services or products including medical or dental debts, subsequent to the separation of the parties. In addition, husband will pay the 1992 taxes. Husband shall assume, pay and satisfy all joint debts of the parties not hereinabove mentioned.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands on the day and date first above written.

Darla P. Cotton
WIFE

STATE OF TENNESSEE)
: ss
COUNTY OF RUTHERFORD)

On this the _____day of _____ 1994, before me personally appeared **DARLA PEACH COTTON**, to me known or proved to me on the bais of satisfactory evidence to be the person described in and who executed the foregoing Marital Dissolution Agreement, and who acknowledged that she executed the same as her free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Murfreesboro, Tennessee.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

James W. Cotton
HUSBAND

STATE OF TENNESSEE)
: ss
COUNTY OF Davidson)

On this the 7th day of February 1994, before me personally appeared **JAMES WAYNE COTTON**, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing answer under oath, and who acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Nashville, Tennessee.

Phyllis Keeton
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-24-97

It is further, ORDERED, ADJUDGED, AND DECREED, that unless specifically ordered by the Court said child support shall not be reduced or prorated.

It is further, ORDERED, ADJUDGED, AND DECREED, that the cost of this cause shall be and are hereby taxed against the Plaintiff.

It is finally, ORDERED, ADJUDGED, AND DECREED, that execution may issue to enforce any of the provisions of this Decree.

ENTERED this the 5th day of May, 1994.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

8201 05/07 0101 03CHECK 56.00

NED J. COLEMAN
Attorney for Plaintiff
108 North Spring Street
Suite 108
Murfreesboro, TN 37130
(615)895-2398

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded to David F. Cannon, Attorney at Law, Suite 230, 392 Harding Place, Nashville, Tennessee 37211, on this the 5th day of ~~April~~ May, 1994.

Ned J. Coleman

PICK-UP

97 MAY -7 AM 10:01
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. + REFERENCE 0302337

BOOK 11445 PG 555

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 06 day of MAY , 19 94 , in the Case Number 93D1693 between COTTON, DARLA P Plaintiff, and COTTON, JAMES W Defendant, as same remains of record in Book 229B , Page 1116 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 MAY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Clay M. Hardin
Deputy Clerk