IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 JUL -2 PM 4:24

CLERK

D.C.

CHERI LYNN HANCOCK,

WIFE,

-VS-

JOEL EDWARD HANCOCK, SR.,

HUSBAND.

NO.: ~~96D-462~~ 97D-462

52-5

116

BOOK 10560 PG 684

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 2nd day of July, 1997 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court, upon Wife's Complaint for Absolute Divorce, written, notarized Marital Dissolution Agreement, testimony of the Wife, statements of counsel, and the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences in their marriage; that the parties have made adequate and sufficient provision, by written agreement, for the equitable settlement of all property rights existing between them; and that the said Agreement should be approved by the Court in all respects.

It is therefore, **ORDERED, ADJUDGED** and **DECREED** that the Complainant/ Wife, Cheri Lynn Hancock, shall be and she is hereby awarded an absolute divorce from the Defendant/Husband, Joel Edward Hancock, Sr., on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Marital Dissolution Agreement heretofore entered into by and between the parties shall be and it is hereby approved and ratified by the Court in all respects and made a part of this Final Decree, the said Agreement being as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHERI LYNN HANCOCK,)
WIFE,)
)
VS.)
)
JOEL EDWARD HANCOCK, SR.,)
HUSBAND.)

BOOK 10560 PG 685

NO. 96D-462 ~~96D-462~~

MARITAL DISSOLUTION AGREEMENT

This Agreement made and entered into by and between Cheri Lynn Hancock, hereinafter referred to as "Wife" and Joel Edward Hancock, Sr., hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, irreconcilable differences have arisen between the parties and the Wife has filed suit for divorce in the Fourth Circuit Court for Davidson County, Tennessee, the same being docket number 96D-462; and

WHEREAS, the parties are desirous of settling all controversies between them and entering into a Marital Dissolution Agreement providing for the equitable settlement and division of all property rights existing between them;

NOW, THEREFORE, for good and sufficient consideration, the parties mutually agree as follows:

I.

DIVORCE

It is hereby agreed that Wife shall proceed to trial and obtain a divorce in the Fourth Circuit Court for Davidson County, Tennessee on the ground of Irreconcilable Differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

II.

The parties hereto acknowledge that there are no minor children of this marriage and therefore, no provision is made herein for custody, visitation and child support.

III.

ALIMONY

It is hereby agreed and acknowledged by the parties that neither shall pay any form of alimony to the other.

IV.

PROPERTY DIVISION

It is hereby agreed by the parties that their property shall be divided as set forth below:

1. Wife shall be awarded as her sole and separate property all right, title and interest in her clothing, personal effects, motor vehicles titled in her name, all tangible personal property now in her possession, any bank or other financial accounts now maintained in her name, and any interest which she may have in any type of retirement/pension provided to her through her current, past or future employment.

2. Husband shall be awarded as his sole and separate property all right, title and interest in his clothing, personal effects, motor vehicles titled in his name, all tangible personal property now in his possession, any bank or other financial accounts now maintained in his name, and any interest which he may have in any type of retirement/pension provided to his through her current, past or future employment.

3. Wife shall be awarded as her sole and separate property all right, title and interest which the parties may have in the property known as 827 Denson Avenue, Madison, Tennessee with all interest of the Husband being divested out of him and being vested into the Wife.

V.

DEBTS

It is hereby agreed by the parties that responsibility for payment of their debts shall be as set forth below:

1. The parties agree that Wife shall be responsible for paying any debts in her individual name and shall hold Husband harmless thereon and that Husband shall pay any debts in his individual name and shall hold Wife harmless thereon.

2. The parties agree that the Wife shall be responsible for paying the first and second mortgages on the real property known as 827 Denson Avenue, Madison, Tennessee and shall hold Husband harmless thereon.

3. The parties agree that Husband shall be responsible for paying the their joint loan at First American Bank in the approximate amount of $2,200.00 and he shall hold the Wife harmless on the said debt.

4. The parties agree that neither shall use, charge or cause to be charged to or against the other any purchase which either of them may hereafter make nor shall either party create any obligation in the name of or against the other nor shall either secure or attempt to secure any credit upon or in connection with the other or in the other's name.

VI.

ENFORCEMENT

The parties agree that in the event it becomes reasonablynecessary for either of them to institute proceedings to enforce the terms andprovisions of this Agreement against the other party, then the other party shall be responsible for the enforcing party's reasonable attorney fees and litigation expenses incurred in such proceeding.

VII.

ATTORNEY'S FEES AND COURT COSTS

It is further agreed that each party shall pay his or her own attorney's fees and that Husband shall pay the costs of this cause.

VIII.

MISCELLANEOUS

It is understood and agreed by the parties that this Marital Dissolution Agreement is intended to be a full andfinal settlement of all property rights of the parties and is a discharge from all other claims arising out of the marital relationship and that each hereby waivesand relinquishes to the other allrights and claims which each have or hereafter acquire under the law of any jurisdiction, including without limitation, statutory allowances, homestead rights, right to elective share, inheritance, distributive share, and the right to act as Administrator or Executor of the other's estate, and this Agreement applies to all property now ownedby the parties or any property hereinafter acquired by them.

This Agreement shall be binding upon andinure to the benefit of the parties hereto, their personal representatives, theirheirs and assigns. It is understood and agreed between the parties that this Agreement is the entire agreementbetween them and it is entered into without undue influence, fraud,coercion, duress or misrepresentation and for no reasons not stated herein. The provisions of this Agreement and its legal effect are fully known by each party hereto and each acknowledges that the Agreement is fair and equitable andthat it is being entered into voluntarily.

It is further understood and agreed by the partiesthat before or immediately upon the entry of a Final Decree in this cause, each shall execute any documents orconveyances necessary to carry into force and effect the terms of this AgreementIt is further understood and agreed that this Agreementshall be of no force and effect unless and until approved and ratified by the Fourth Circuit Court forDavidson County, Tennessee, and incorporated into the Final Decree of Divorce in this cause.

IN WITNESS WHEREOF, the Wife has hereunto set her signature on this 16th day of June 1997 and the Husband has hereunto set his signature on this 16th day of June, 1997.

BOOK 10560 PG 688

Cheri Lynn Hancock

Cheri Lynn Hancock

Joel Edward Hancock Sr.

Joel Edward Hancock, Sr.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Cheri Lynn Hancock, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 16th day of June. 1997.

Pat Brewer

NOTARY PUBLIC

My Commission Expires: My Commission Expires 9/27/1997.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned NotaryPublic,Joel Edward Hancock, Sr., with whom I am personally acquainted (orproved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 16th day of June. 1997.

Pat Brewer

NOTARY PUBLIC

My Commission Expires: My Commission Expires 9/27/1997.

mattmda

It is further **ORDERED, ADJUDGED** and **DECREED** that all interests of the Husband, Joel Edward Hancock, Sr., in the real property known as 827 Denson Avenue, Madison, Tennessee shall be and it is hereby divested out of him and vested into the Wife, Cheri Lynn Hancock. A more complete description of the said property is as follows:

> **LAND** in Davidson County, Tennessee, being Lot No. 10 on the Revised Plan of Block K of Power & Roth Subdivision of Madison Park, of record in Book 843, Page 7, as revised of record in Book 974, Page 38, Register's Office for Davidson County, Tennessee.
>
> **SAID** Lot No. 10 fronts 100 feet on the easterly margin of Denson Avenue, formerly shown as Idlewild Avenue, and extends back 450 feet on the northerly line and 450 feet on the southerly line to a dead line in the rear, measuring 100 feet thereon.
>
> **BEING** the same property conveyed to Joel Hancock and wife, Cheri L. Hancock, by deed from Mid Ohio Securities Corporation Custodian for Maynard Wayne Stevens, of record in Book 9111, Page 530, Register's Office for Davidson County, Tennessee. The said Joel Hancock and Joel Edward Hancock, Sr. are one and the same person.
>
> **THIS** is improved property known as 827 Denson Avenue, Madison, Tennessee 37115.

It is further **ORDERED, ADJUDGED** and **DECREED** that all Court costs shall be and they are hereby assessed to the Husband, Joel Edward Hancock, Sr.

For all of which execution may issue if necessary.

ENTER this 2nd day of July, 1997.

Muriel Robinson

MURIEL ROBINSON
JUDGE OF FOURTH CIRCUIT COURT

APPROVED FOR ENTRY:

GLASGOW AND VEAZEY

BY: _____
James R. Tomkins, # 11161

Attorney for Wife
Washington Square, Suite 312
222 Second Avenue, North
Post Office Box 198681
Nashville, Tennessee 37219-8681
615-244-4693

CERTIFICATE OF SERVICE BOOK 10560 PG 690

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded to **Mr. Joel Edward Hancock, Sr.**, 319 Ferris Avenue, Madison, Tennessee 37115, on this 1st day of July, 1997.

James R. Tomkins, Attorney

4135 08/07 0101 03CHECK 32.00

0335048
IDENTIFICATION REFERENCE

97 AUG -7 AM 8:02
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

STATE OF TENNESSEE BOOK 10560 PG 691

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 02 day of JULY , 19 97 , in the Case Number 97D462 between HANCOCK, CHERI LYNN Plaintiff, and HANCOCK, JOEL EDWARD SR. Defendant, as same remains of record in Book 270C , Page 2087 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 09 day of JULY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By R. Goodwin Deputy Clerk