Bk 31-B

BOOK 11116 PAGE 250

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

PM 3:23

R. CLERK

B Murray D.C.

ANNIE TAYLOR COWAN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 96D-2271
	)	
ANDREW LAMAR COWAN,	)	
	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 20th day of August, 1997, before the Honorable Marietta Shipley, Judge, upon complaint for divorce filed by Wife and Counter-complaint filed by Husband. It appearing to the Court that upon statements of Counsel for the Husband and Counsel for the Wife, that the parties reached an agreement regarding the custody of the minor children, child support, visitation, division of assets, division of debt, and other terms and conditions relating to all domestic issues between the parties, which agreement was announced to and approved by the Court. The Court declared the parties divorced under T.C. A. §36-4-129, and hereby orders as set forth herein. It is therefore.

ORDERED, ADJUDGED and **DECREED** that the parties are hereby declared to be divorced in accordance with T. C. A. §36-4-129 and each party is restored to the rights and privileges of an unmarried person. It is, further,

ORDERED, ADJUDGED and **DECREED** that Wife shall be awarded sole custody and care of the two minor children, Andrea Denise Cowan, age 14 years and Allison Renee Cowan, age 7. Husband shall be awarded visitation with the minor children every other weekend from 6:00 Friday until 6:00 Sunday, New Year's Day and Labor Day in even-numbered years, July 4th and Thanksgiving in odd-numbered years, Christmas vacation from 6:00 p.m. the day school is out until 10:00 p.m. Christmas eve in odd-numbered years, Christmas vacation from 10:00 p.m. Christmas Eve until 6:00 p.m. New Year's Eve in even-numbered years, and three weeks during the summer vacation, the dates of which to be determined by April 1st of each year. Husband shall have any other reasonable visitation agreed upon by the parties. It is further,

ORDERED, ADJUDGED and **DECREED** that both parents shall make every effort to be flexible in visitation as the visitation is for the benefit of the minor children. Neither parent shall willfully or intentionally do anything that may harm the free and natural development of the children's love and respect for both parents. Both agree that if there is any dispute between them, any discussions regarding that dispute shall be outside of any child's presence. Both agree that they will talk about the other in a positive manner and will not attempt to influence the child against the other parent.

Each parent agrees to keep the other informed of the whereabouts of the children and they agree that if either of them has any knowledge of any serious illness or accident or other circumstances seriously affecting the children's health or general welfare, each parent will promptly notify the other of such circumstances.

Each party shall be entitled to complete, detailed information from the school attended by the children and from any pediatrician, general physician, surgeon, dentist, orthodontist, optometrist, psychologist, consultant or specialist attending the children for any reason whatsoever and to be furnished with copies of any reports given to the other parent. It is further,

ORDERED, ADJUDGED and **DECREED** that for the support and maintenance of the minor children of the parties, husband shall pay the sum of ONE THOUSAND FORTY DOLLARS ($1,040.00) per month as child support to the Wife. This amount of child support is set in accordance with the Tennessee Child Support Guidelines, based on an annual income of $54,098, and shall not be reduced or prorated pending further orders of the court.

Husband shall be responsible for one-half of the costs of a four-year college education for the minor children, including tuition, room and board, activity fees, transportation, and books, at a cost not to exceed that of University of Tennessee.

Husband shall maintain medical insurance coverage for the benefit of the minor children until the minor children finish school or are no longer eligible for said coverage. Both parties shall be equally responsible for any medical bills not covered by insurance, to include co-payments and deductibles.

For the purpose of securing his obligations to pay child support, medical expenses, and any other obligations for the minor child in accordance with this

agreement, Husband shall maintain the life insurance with Trans America Insurance Company in the amount of Two Hundred Fifty Thousand Dollars ($250,000) unencumbered, with said beneficiary of the policy being Wife for the benefit of the minor children. As long as Husband maintains the aforementioned life insurance and as long as Husband is not in arrears in his child support obligation at the time of his death, his estate shall be relieved of any further responsibility for payment of any child support pursuant to this Decree. Any arrearage of child support obligation would be a claim against his estate. When Husband no longer has the obligation to support the child all rights and interest in this policy shall revert to the Husband.

Husband shall have the deduction for the minor child, Andrea Denise Cowan, on his 1040 income tax return as long as she is eligible to be claimed as a dependent, the returns are filed timely and he is current in his child support obligation. Wife shall execute all IRS documents necessary for Husband to use this deduction. It is further,

ORDERED, ADJUDGED and DECREED that Wife shall be awarded all interest in the residence located at 4332 Princess Lane, Nashville, TN, 37218 describes as follows:

> Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Gold Key Subdivision, Section III, of record in Book 6250, page 595, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Andrew L. Cowan and Wife, Annie J. Cowan, by deed from Cumberland Builders, Inc. of record in Book 7670, page 31, Register's Office for Davidson County, Tennessee.

All right, title and interest in the house and lot located at 4332 Princess Lane, Nashville, Davidson County, Tennessee shall be divested from Husband and shall vest in Wife. Wife shall assume sole responsibility for the indebtedness thereon and shall hold Husband harmless from any liability. Wife shall pay to Husband Thirty-five Thousand Dollars ($35,000.00) for his share of equity in the marital property. It is further,

ORDERED, ADJUDGED and **DECREED** that all furniture, furnishings and personal effects presently in the possession of the Wife shall be her sole and separate property, with the exception of those items listed below awarded to Husband. Husband shall be awarded the Gucci watch, 22 pistol, daybed, queen-size bed, one-half lawn

equipment, stereo equipment, downstairs television and VCR. Husband shall be awarded the Ford Bronco and Nissan 240SX and shall hold Wife harmless from any liability thereon. Husband shall be awarded all the remaining interest in his 401K plan, the Walgreen's stock options and the New England Funds account ~~for the children's future college expenses.~~ MMS

Wife shall be awarded her Nissan Quest and shall hold Husband harmless from any liability thereon. Wife shall be awarded the sum of Forty-six Thousand Dollars ($46,000.00) of the Walgreen's 401k retirement plan. Husband shall pay all taxes, interest and penalties associated with said withdrawal. It is further,

ORDERED, ADJUDGED and **DECREED** that Husband shall pay to Wife periodic alimony in the amount of Two Hundred Dollars ($200.00) per month until her death or remarriage. Husband further shall continue dental insurance for Wife through C.O.B.R.A. until January, 1998. It is further,

ORDERED, ADJUDGED and **DECREED** that Husband will pay the following marital debts and any finance charges associated with the current balance owed:

Visa	$2,073.08	Lerner's	$ 117.73
Circuit City	$1,809.99	MC 1st Card	$ 286.97
Home Depot	$ 671.42	Household Finance	$3,353.98
Credit First	$ 431.89	Beneficial Credit	$ 510.88
Dillard's	$ 84.12	Office Depot	$2,100.00
First Bank	$2,068.60	Haverty's	$ 549.46
MBNB	$5,723.72	Castner Knott	$ 755.40
Barbizon	$ 800.00	Parisian	$ 191.45
AMEX	$7,259.21	Associates Finance	$ 700.00

Wife shall pay the following marital debts and any finance charges associated with the current balance owed:

Visa	$6,737.53
Sears	$ 187.48
Sears	$1,303.41
Dillard's	$ 397.21
Castner Knott	$1,496.75
Discover	$3,948.44
Mastercard	$3,141.72

Further. Wife shall be responsible for payment of the mortgage to Trans Financial Mortgage. Wife will make all reasonable efforts within sixty (60) days to refinance the mortgage to reduce her monthly obligation and to remove Husband from further obligation.

Each party shall retain the sole and exclusive ownership of his or her separate bank accounts including checking, savings, cash management or brokerage accounts free and clear of any claim of the other party. It is further,

ORDERED, ADJUDGED and **DECREED** that any court costs incurred as a result of the pending action for absolute divorce shall be paid by the Husband and Husband shall pay Eight Hundred Fifty-nine and 25/100 Dollars ($859.25) being one-half of the fees for services of Wife's attorney all for which execution may issue if necessary. It is, further,

ORDERED, ADJUDGED and **DECREED** that in the event that any dispute may arise relative to this agreement, the parties agree to seek mediation with a mediator approved by the Mediation Association of Tennessee prior to seeking resolution in court. In the event either party has to petition the court for enforcement of any of the provisions of this agreement, then the party at fault shall be responsible for reasonable attorney's fees, expenses and court costs in the enforcement of same.

The current address for Husband is: 4332 Princess Lane, Nashville, TN 37218.

The current address for Wife is: 4332 Princess Lane, Nashville, TN, 37218.

ENTER THIS 30 DAY OF ~~AUGUST~~ September, 1997.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

PEGGY D. MATHES #5741
Attorney for Ms. Cowan
214 Second Avenue North, Ste 105
Nashville, TN 37220
(615) 251-6968

Certificate of Service

I certify that on the 29th day of September, 1997, a true and correct copy of the foregoing was faxed, hand-delivered, and/or mailed, postage prepaid, to TUSCA R.S. ALEXIS, Attorney for Mr. Cowan, 915 Jefferson Street, Nashville, TN 37208.

BOOK 11116 PAGE 255

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 SECOND Circuit Court for Davidson County, Tennessee, on the 30 day of SEPTEMBER , 19 97 , in the Case Number 96D2271 between COWAN, ANNIE TAYLOR Plaintiff, and COWAN, ANDREW LAMAR Defendant, as same remains of record in Vol. 170C , Page 2035 of the Minutes of said Court.

0488905
RECEIVED FOR REFERENCE
98 SEP 17 PM 12:34
FELIX Z. ANDERSON, REGISTER
DAVIDSON COUNTY, TN.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 15 day of SEPTEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campson
Deputy Clerk

RECEIPT # 98B 09/17 0101 03CHECK 26.00