BOOK 11436 PG. 29

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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D.

TRACIE LEE COTTON,

Plaintiff,

v.

JACKIE GLENN COTTON,

Defendant.

Case No. 97D-3469
Judge Muriel Robinson

FINAL DECREE OF DIVORCE

This case came before the Court for hearing on March 10, 1998, at 9:00 a.m. before the Honorable Muriel Robinson, on the Plaintiff's Complaint for Divorce and the Defendant's agreement to allow a divorce on the ground of irreconcilable differences. The Court finds and orders, based upon the pleadings in this case, the statements of counsel, and the testimony of the Plaintiff, as follows:

1. There exists between the parties such irreconcilable differences as renders further continuation of this marriage impractical and impossible.

3. It is therefore, **ORDERED** that the Plaintiff, Tracie Lee Cotton, is hereby granted a divorce from the Defendant, Jackie Glenn Cotton, on the ground of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons.

4. The Marital Dissolution Agreement submitted to this court makes adequate provisions for the support and maintenance of the parties' minor child, and for custody and visitation, and the agreement is fair and equitable to both parties and makes adequate provisions for the division of debts and assets. The Agreement is approved and made an order of this Court as follows:

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FILED
DAVIDSON COUNTY, TN.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

TRACIE LEE COTTON,

Plaintiff,

v.

JACKIE GLENN COTTON,

Defendant.

Case No. 97D-3469

98 MAR 10 PM 4:00

D.C. CLERK

D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Jackie Glenn Cotton (hereinafter referred to as "Husband") and Tracie Lee Cotton (hereinafter referred to as "Wife").

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past and desire to terminate their marriage based upon irreconcilable differences: and

WHEREAS, it is the intention of the parties to amicably settle their differences with respect to all property rights, obligation to the payment of debts, custody and support obligations, and to enter into this Agreement for the settlement of such rights and obligations; and

WHEREAS, the parties have one minor child, Steven Edward Cotton, born 9/7/82 (Age 15).

NOW THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

I. Procedural Matters

A. Service of Process

Defendant waives service of process.

B. Venue and Service. Both parties hereby agree that by signing this Agreement, they waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

C. Procedure for Divorce. The parties further agree that Wife shall proceed to obtain an absolute divorce from Husband on the grounds of irreconcilable differences.

D. Incorporation into Decree. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending and submitted to the Court for ratification and incorporation in the Final Decree of Divorce between the parties.

Agr 15 J.C. Dhc

II. Custody and Support of Children

A. Custody. The parties agree that they will share joint legal custody of Steven, with Wife to have primary physical custody during the times that Husband is traveling for business, and Husband to have primary physical custody at all other times. Husband is road manager for one or more professional musicians, and travels on a weekly basis as part of his occupation, generally from Thursday until Sunday afternoon. Accordingly, Wife shall generally have physical custody of Steven each week from Thursday through Sunday afternoon, with Husband to have physical custody of Steven from Sunday afternoon through Thursday morning. The parties shall consult with each other regarding educational and health issues, but, in the event of a disagreement regarding these issues, Wife shall make the final decision. Husband shall have the right to petition the Court to address any such disputes. Neither party shall permanently remove or attempt to permanently remove the child from Davidson County, Tennessee, without the express, written consent of the other party or the permission of the Court.

The parties represent to the court that the custodial arrangement set forth above is in the best interest of the child and the parties, and is in accord with the child's wishes, as expressed to both parents. The parties have abided informally by this arrangement for approximately two months, without difficulty, and expect to be able to abide by it on a continuing basis. The parties recognize that this joint custody requires commitment by both parents, and believe that they are capable of making that commitment.

B. Support. Neither party shall pay child support to the other. This is a deviation from the Tennessee child support guidelines, but is appropriate in light of the fact that the

parties have approximately the same earnings and earnings capacity, and will have physical custody of the child for approximately equal periods of time.

Husband shall also maintain for the benefit of the child during the child's minority, a life insurance policy designating Wife as trustee of funds for the child in an amount not less than $50,000. Wife shall also maintain for the benefit of the child during the child's minority, a life insurance policy designating Husband as trustee of funds for the child in an amount not less than $50,000.

Wife shall maintain health insurance coverage on Steven through her employer, with Husband responsible for one-half of the deductible and all expenses that are not covered by insurance, including dental and orthodontic fees.

C. **Holidays.** The parties believe that they can work together in all aspects of visitation, including weekends, holidays (i.e., New Years Day, Easter, Memorial Day, Labor Day, and the Thanksgiving and Christmas holidays), birthdays, and times that the child is not in school. In the event the parties are unable to agree on the dates and times of such visitation, either party may petition the court to set specific visitation periods. The parties are reluctant to specify visitation times at this time because of uncertainties regarding Husband's work schedule.

D. General

Pursuant to Tennessee law, each parent shall have the following rights:

(a) the right to unimpeded telephone conversations with the children at least twice per week at reasonable times and for reasonable durations;

(b) the right to send mail to the child which the other parent shall not open or censor;

(c) the right to receive notice and relevant information as soon as practicable but within 24 hours of any event of hospitalization, major illness, or death of the child;

(d) the right to receive directly from the child's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

(e) the right to receive copies of the child's medical records directly from the child's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; and

(f) the right to be free of unwarranted derogatory remarks made about him or her or his or her family by the other parent to or in the presence of the child.

Both parties will keep the other party informed of his or her address at all times and shall make every reasonable effort to provide access to the other parent and to support the minor child's feeling of love for the other parent.

III. Division of Property

A. Real Property.

1. **Marital Residence.** Husband and Wife own real property located at 5141 Lana Renee Court, Hermitage, Tennessee. Husband shall pay Wife $5,500 for her interest in the property, and the property shall be awarded, free and clear of claims by Wife (except her lien on the property to secure the payment of the judgment ordered herein), to Husband. (Husband has already paid $7,500 to Wife as part of an agreement to pay her a total of $13,000.) This $5,500 shall be awarded as a judgment in favor of Wife against Husband and shall be paid on or before December 31, 1998. This $5,500 judgment shall not accrue interest provided that it is paid in a timely manner. In the event this $5,500 is not paid on or before December 31, 1998, interest shall accrue at the statutory rate of 10% per year beginning January 1, 1999. Further, in the event Husband fails to pay the tax debt owed to the IRS for the 1996 tax year, Wife shall be awarded a further judgment against Husband in the amount of $2,000, plus interest and penalties.

Wife is hereby awarded a lien against Husband's interest in the real property, as described on attached Exhibit A, to secure the payment of the $5,500 judgment and the $2,000 conditional judgment set forth above, plus interest. Wife shall be entitled to enforce her lien in the manner permitted by applicable law, including, but not limited to, seeking and obtaining an order from this court to sell the property to satisfy Husband's obligation to Wife. Wife shall also be entitled to execute upon her judgment in

the manner permitted by law. Upon payment by Husband of the full $5,500, plus interest if applicable, and upon proof that Husband has fully satisified the parties 1996 tax debt, including interest and penalties, Wife shall quitclaim to Husband all her right, title and interest in the property.

2. Other. The parties own no other real property, either separately or together, except for two burial plots at Hermitage Memorial Gardens. These plots shall be sold immediately upon entry of the Final Decree and the parties shall share equally the proceeds of sale.

B. Personal Property.

1. Vehicles. All right, title, and interest of the Husband in and to the 1997 Mustang operated by the Wife shall be and is hereby divested out of the Husband and vested absolutely in the Wife, free of any claim by the Husband. Wife shall pay the debt and indemnify and hold Husband harmless on the debt secured by the Mustang. All right, title and interest of the Wife in and to the 1993 Ford Explorer operated by the Husband shall be and is hereby divested out of the Wife and vested absolutely in the Husband, free from any claim by the Wife. There are no debts secured by the Explorer.

2. Bank Accounts. The parties have no joint bank accounts. Each party shall be awarded all of the funds in his or her bank account (including savings accounts and checking accounts) held in his or her individual name, free and clear of claims by the other party.

3. Pension and Retirement Benefits. Neither party has any retirement or pension accounts.

4. Federal Tax Refunds/Liabilities. The parties will share equally any and all refunds that they may receive from tax years in which they filed joint returns. Husband shall pay the entire debt (including taxes, penalties and interest) owed to the IRS for the 1996 tax year (in the amount of approximately $4,000) and shall indemnify and hold Wife harmless from this debt, and any penalties and interest that may continue to accrue on the debt.

5. Household Property. All household property has been divided between the parties. Each party shall be entitled to retain, free and clear of claims by the other party, all household and personal property, and jewelry and personal wearing apparel, in his or her possession.

6. Child's Accounts. The parties' minor son is the beneficiary of a savings account and a certificate of deposit held by Husband. Husband is the custodian of these accounts, and shall remain custodian throughout the child's minority.

IV. Responsibility for Debts

A. Mortgage Debt. The parties are jointly liable on a mortgage debt secured by the parties' marital residence. As set forth above, Husband shall refinance this debt, removing Wife as an obligor on the debt, and shall indemnify and hold Wife harmless from any liability on the mortgage debt.

B. Credit Card/Line of Credit Debts. Wife shall pay and indemnify and hold Husband harmless on the following debts:

J.C. Penney
FCNB (Spiegel)
Advance Visa
Dayton's
Castner Knott
Baptist Hospital
Totty Chiropractic
Blazer Financial

Husband shall pay and indemnify and hold Wife harmless on the following debts:

BP Oil
1st Union Visa
Sears
Lowes
Dr. McPherson
Any bills payable to Columbia Physicians Services

In addition, Husband shall be removed as an account holder from the account held at Old Hickory Credit Union. Any credit card and/or line of credit debts incurred by Wife after the date of this agreement shall be her sole responsibility, and any credit card and/or line of credit debts incurred by Husband after the date of this agreement shall be his sole responsibility. In the event debts incurred by either party after the date of this agreement are attributable to credit cards or lines of credit held in the

parties' joint names, the party incurring the debt shall indemnify and hold the other party harmless on such debts.

In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recovery from the other party the amount of any payment he or she makes including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

C. Court Costs and Attorneys Fees. The parties mutually agree that the accrued and unpaid costs of the action shall be paid by Husband. Husband shall also pay, on or before the date of the entry of the Final Decree, one-half of Wife's attorneys fees, with Wife responsible for any remaining fees.

D. Other Debts. The parties mutually agree to release and discharge each other from any liabilities created for the other since their date of separation. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit or the other from and after the date of execution of this Agreement.

V. Support and Maintenance

A. Alimony

Neither party shall pay alimony or support to the other.

B. Health Insurance

Wife shall assist Husband in obtaining insurance coverage through COBRA for such period as COBRA insurance may be available to Husband. This assistance shall be limited to the retrieval and preparation of documents only: Wife shall have no financial

liability to Husband to ensure that he receives such insurance coverage.

VI. General Provisions

A. Legal Advice. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel, or with the opportunity to obtain the advice of counsel. Husband acknowledges that he is not represented by Willis & Knight and/or Greg Smith, who were retained by Wife, and that he has received no legal advice from Wife's attorneys.

B. Mutual Agreement and Release. Except as expressly provided in this Agreement, each party hereby waives, releases, renounces and forever discharges all claims, causes of action, rights or demands, known or unknown, past, present or future, which he or she now or hereafter has, might have, or could claim to have against the other by reason of any matter, thing or cause whatsoever, arising prior to the date of this Agreement. Nothing in this paragraph shall be deemed to prevent either party from enforcing the terms of this Agreement or from asserting any rights or claims expressly reserved to either party in this Agreement.

C. Expenses of Enforcement. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to a judgment for his or her expenses, including reasonable attorneys' fees, incurred in prosecuting or defending this action. No breach, waiver, or default of any of the terms of this Agreement, not prosecuted by the offended party, shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

D. Modification of Agreement. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of

Signed this 6th day of March, 1998.

Tracie L. Cotton
Tracie Lee Cotton

Jackie G. Cotton
Jackie Glenn Cotton

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Tracie Lee Cotton, the within named bargainor, with whom I am personally acquainted (or proved 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 located in Nashville Tennessee, this 6th day of March, 1998.

Beck L. Wallace
NOTARY PUBLIC

My commission expires: 5-30-99

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jackie Glenn Cotton, the within named bargainor, with whom I am personally acquainted (or proved 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 located in Nashville Tennessee, this 6th day of March, 1998.

Beck L. Wallace
NOTARY PUBLIC

My commission expires: 5-30-99

5. Upon oral motion at the final hearing, the Complaint is hereby amended pursuant to T.C.A. § 36-6-210 to state that the parties' minor child has resided at 5141 Lana Renee Court, Hermitage, TN 37076, for the past five years and further that the Plaintiff is aware of no other pending litigation regarding custody and/or visitation regarding the child and that no other parties have claimed custody and/or visitation rights related to the child.

6. The addresses of the parties are the following:

Tracie Lee Cotton
735 Fitzpatrick Road
Nashville, TN 37214

Jackie Glenn Cotton
5141 Lana Renee Court
Hermitage, TN 37076

7. The parties were separated on December 2, 1997, as set forth in the original Complaint for Divorce.

8. It is further **ORDERED** that the unpaid costs of this case shall be paid by the Husband, for which execution shall issue, if necessary.

ENTER this 10th day of Mar, 1998.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

WILLIS & KNIGHT

By: _____
Gregory D. Smith, BPR #11684
215 Second Avenue, North
Nashville, TN 37201
(615) 259-9600

Attorneys for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid, to the Defendant, Jackie Glenn Cotton, 5141 Lana Renee Court, Hermitage, TN 37076, this 10th day of March, 1998.

_____

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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 10 day of MARCH , 19 98 , in the Case Number 97D3469 between

COTTON, TRACIE LEE Plaintiff, and

COTTON, JACKIE GLENN Defendant,

as same remains of record in Vol. 279A , Page 551 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 16 day of APRIL in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

RECORDERS MEMO
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