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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 DEC -9 PM 4:09

DANA ELAINE COLES,
Plaintiff/Wife,

STEVEN TODD COLES,
Respondent/Husband.

CASE NO. 97D-2309

D.C.

**FINAL DECREE OF DIVORCE**

This cause came to be heard on the 9th day of December, 1997, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's petition for an absolute divorce on the grounds of irreconcilable differences, upon the testimony of the Wife, and upon the entire record herein, from all of which the Court finds that the parties have suffered irreconcilable differences in their marriage as entitles them to an absolute divorce.

**IT IS THEREFORE OREDERED, ADJUDGED AND DECREED** that the Wife be and hereby is awarded an absolute divorce from the Husband on the grounds of irreconcilable differences, T.C.A. section 36-4-103, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties, respecting the issue of division of assets and debts, have by written agreement made for the equitable settlement of all rights and property between them. It further appears that the parties have made adequate provisions for the care, custody and support of their minor child. The Court hereby approves the Marital Dissolution Agreement and same is copied herein verbatim as follows:

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REFERENCE
99 NOV 30 AM 10:26
REGISTER'S OFFICE
DAVIDSON COUNTY, TN
0312 11/30/99 0101 02CHECK 46.00

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

97 DEC -9 PM 4:09

DANA ELAINE COLES,
Plaintiff,

vs.

STEVEN TODD COLES,
Defendant.

Case No.

D.C.

# MARITAL DISSOLUTION AGREEMENT

1. WHEREAS, DANA ELAINE COLES, hereinafter referred to as the "Wife", and STEVEN TODD COLES, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken;

2. WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause;

3. WHEREAS, the parties own real property in Davidson County, Tennessee, and have fairly divided their personal property; and

4. WHEREAS, the parties have two minor children (Raymond Curtis Coles) (DOB: 11/28/89), and (Lauren Elaine Coles) (DOB: 07/25/91) and have reached agreement on the custody, visitation and support of said minor children:

NOW THEREFORE, in consideration of the mutual promises and covenants contained therein, the parties agree as follows:

## I. NO INTERFERENCE

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

It is agreed by and between the parties that the Wife shall proceed to obtain a divorce upon the grounds of irreconcilable differences.

**III. PERSONAL PROPERTY**

Wife is hereby awarded all personal property in her possession. Any claim or interest of the Husband in said personal property, is divested from him and vests entirely in the Wife.

Husband is hereby awarded all personal property in his possession. Any claim or interest of the Wife in said personal property is divested from her and vests entirely in the Husband.

**IV. VEHICLES**

The Wife owns a certain 1986 Mustang. The Wife shall have said vehicle as her own property. Any claim or interest of the Husband in said vehicle is divested from him and vests entirely in the Wife. The Wife hereby indemnifies the Husband for any debt on said vehicle and shall hold him harmless therefrom.

**V. REAL PROPERTY**

The parties own real property in Davidson County, Tennessee, at 1214 Elliston Street, Old Hickory, Tennessee, and described more particularly as follows:

Land in Davidson County, Tennessee, being Lot No. 103 of Section "C" on the Plan of E.I. Dupont DeNemours and Company's Subdivision, as of record in Plat Book 1424, page 66, Register's Office for said County, to which plat reference is hereby made for a more complete and detailed description of said lot. Being the same property conveyed by deed at Book 1424, Page 66, map # 533, parcel 21, in the register's Office for Davidson County, Tennessee. Said lot No. 103 fronts 55 Feet on the Westerly side of Elliston Street and runs back between parallel lines 58.7 feet to a dead line measuring 55 feet thereon.

There is some equity in said real property. Wife is hereby awarded said real property. Any claims or interest of the Husband in said real property is hereby divested from him and vests entirely with the Wife. Husband shall quitclaim all his right, title and interest to the Wife. Wife is hereby ordered to indemnify and hold Husband harmless from any debt, mortgage,

utility, or other liability respecting said real property. Wife shall execute to Husband a promissory note in the amount of $6,000 (six thousand dollars), which is an amount equal to ½ the equity in the house, calculated as a result of a recent appraisal, and secured by a deed of trust on said real property and said payment shall be made to the Husband by the Wife on or before 7/28/2008, at which time Husband shall release his security interest in said real property to the Wife. In the event the Wife gets more than 90 days in arrears on the payment of any mortgage note before payment of said promissory note to Husband, the house shall be sold, and the Husband shall receive full payment of said promissory note as outlined above and the balance of the proceeds going to the Wife.

**VI. MINOR CHILDREN**

The parties have two minor children.

**VII. CUSTODY**

The Wife is to have custody of the minor children.

**VIII. VISITATION**

The Husband is awarded visitation as follows:

a. every other weekend from 6:00 p.m. on Friday to 6:00 p.m. on Sunday;

b. for one half the major holidays each year;

c. for four weeks during the summer vacation;

d. on his birthday (except during school hours) and father's day each year, and;

e. reasonable visitation otherwise.

**IX. CHILD SUPPORT**

It is agreed by and between the parties that, at all times when a wage assignment is not in effect, the Husband shall pay child support directly to the Wife beginning on August 8, 1997, 1997, and on each Friday of the ~~month~~ week the amount of $140.00 (based on Husband's current gross income of $2175.00 per month).

THIS CHILD SUPPORT ORDER IS IN ACCORDANCE WITH THE CHILD SUPPORT GUIDELINES OF THE DEPARTMENT OF HUMAN SERVICES FOR THE STATE OF TENNESSEE.

The name and address of the child support **payee** is Dana Elaine Coles, 1214 Elliston Street, Old Hickory, Tennessee, 37138.

The names and address of the child support **payor** is Steven Todd Coles, 1214 Elliston Street, Old Hickory, Tennessee, 37138.

NO ACTION BY THE PARTIES WILL BE EFFECTIVE TO REDUCE CHILD SUPPORT AFTER THE DUE DATE OF EACH PAYMENT, AND COURT APPROVAL MUST BE OBTAINED BEFORE CHILD SUPPORT CAN BE REDUCED, UNLESS SUCH PAYMENTS ARE AUTOMATICALLY REDUCED OR TERMINATED UNDER THE TERMS OF THIS ORDER.

THE PARTIES AFFIRMATIVELY ACKNOWLEDGE THAT NO ACTION BY THE PARTIES WILL BE EFFECTIVE TO REDUCE CHILD SUPPORT AFTER THE DUE DATE OF EACH PAYMENT, AND THAT THEY UNDERSTAND THAT COURT APPROVAL MUST BE OBTAINED BEFORE CHILD SUPPORT CAN BE REDUCED, UNLESS SUCH PAYMENTS ARE AUTOMATICALLY REDUCED OR TERMINATED UNDER THE TERMS OF THE AGREEMENT.

## XI. MEDICAL INSURANCE FOR MINOR CHILD

The Husband shall carry medical insurance on the minor children. The parties shall be equally responsible for all medical and/or dental expenses for the minor child which are not covered by the Husband's insurance.

## XII. MARITAL DEBTS

It is agreed by and between the parties that the Husband shall be exclusively responsible for any debts in his own name, and shall indemnify the Wife and hold her harmless therefrom. Husband will assume personally the following debts and indemnify Wife for same:

- Visa (Acct. #4428370030170958);
- Baptist Medical Center (account no: H131827).

It is agreed by and between the parties that the Wife shall be exclusively responsible for any debts in her own name and shall

indemnify the Husband and hold him harmless therefrom. Additionally, the Wife shall assume the following debts, and hold Husband harmless thereon;

- Lowes (account no: 6902520430753143);
- Master Card (Acct. # 5291071393978919)

## XIII. NO FURTHER ENCUMBRANCES

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

## XIV. ATTORNEY FEES

It is agreed by and between the parties that the parties shall be responsible for their own attorney fees and costs in this cause.

## XV. COURT COSTS

It is agreed by and between the parties that the court costs in this action shall be taxed equally to the parties, for which execution may lie if necessary.

## XVI. FURTHER NECESSARY ACTS

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

## XVII. ESTATE WAIVER

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including, without limitation,

dower, curtesy, statutory allowance, homestead right, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor/ix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

## XVII. ENTIRE AGREEMENT

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except with the approval of this Court.

## XVIII. ENFORCEMENT

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

## IXX. NO OTHER ASSETS

The parties acknowledge that there are no other assets (including but not limited to retirement plans, pensions or savings) 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. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

## XX. NO UNDUE INFLUENCE

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 the Agreement is fair and equitable and that it is being entered into voluntarily.

## XXI. SEVERABILITY

In the event that any provision of this Agreement shall be invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

## XXII. AFTER-ACQUIRED PROPERTY

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

## XXIII. COUNSEL OF RECORD

Upon entry of the Final Decree of Divorce in this cause, any attorney of record shall be released from any further representation of his/her respective client and shall no longer be held as surety for subsequent court costs.

## XXIV. WAIVER OF SERVICE OF PROCESS

It is agreed by and between the parties that service of process upon the Husband be waived.

STEVEN TODD COLES, HUSBAND

DANA ELAINE COLES, WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, STEVEN TODD COLES, with whom I am personally acquainted or proved to me upon satisfactory evidence to be the person so named, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 25th day of November, 1997.

My Commission Expires: September 29, 2001

Jane Jennifer Lewis
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY appeared before me, DANA ELAINE COLES, with whom I am personally acquainted or proved to me upon satisfactory evidence to be the person so named, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 8th day of December, 1997.

My Commission expires: September 29, 2001

Jane Jennifer Lewis
NOTARY PUBLIC

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the provisions of said Marital Dissolution Agreement are made the judgment of the Court.

**IT IS FINALLY ORDERED, ADJUDGED AND DECREED** that the final costs of this cause are assessed equally against the parties, for which execution may lie if necessary.

**ENTER THIS THE 9th DAY OF DECEMBER, 1997.**

**MURIEL ROBINSON, JUDGE**

APPROVED FOR ENTRY:

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Thomas K. Bowers & Associates

Donald W. Fisher #14714
Attorney for Plaintiff/Wife
2821 Lebanon Road, Suite 204
Nashville, TN 37214
(615)889-2820

**CERTIFICATE OF SERVICE**

I hereby certify that I have mailed a true and correct copy of the foregoing **INSTRUMENT**, via U.S. Mail, postage pre-paid, on this the 9th day of December, 1997, as follows: Dana Coles, 1214 Elliston Streeet, Old Hickory, TN 37138; and to Steven Coles, 1214 Elliston Street, Old Hickory, TN 37138.

Donald W. Fisher

STATE OF TENNESSEE

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**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 09 day of DECEMBER , 19 97 , in the Case Number 97D2309 between COLES, DANA ELAINE Plaintiff, and COLES, STEVEN TODD Defendant, as same remains of record in Vol. 275C , Page 2390 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 30 day of NOVEMBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk