PICK-UP

Instr:200002160015487 Page: 1 OF 9
REC'D FOR REC 02/16/2000 10:11:04AM
RECORD FEE: $38.00
M. TAX: $0.00 T. TAX: $0.00

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

FILED
2000 FEB 14 AM 9:39
RICHARD R. ROBERTS, CLERK
B Murray D.C.

JOHN MATTHEW COX,

Petitioner,

vs.

TIFFANY LEIGH COX,

Respondent.

Docket No.: 99D-2571
NOTICE OF ENTRY REQUESTED

FINAL DECREE

This cause came to be heard on the 14th day of February, 2000 before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce filed herein, statement of counsel for the Plaintiff, the Martial Dissolution Agreement and the Parenting Plan submitted to the Court for approval from all of which the Court finds as follows:

The Martial Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff is awarded an absolute divorce on the grounds of irreconcilable differences and the parties are hereby restored to all rights and privileges of unmarried persons.

It is further **ORDERED** that the Martial Dissolution Agreement submitted to the Court for approval and made the Order of this Court and as in words and figures as follows:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2000 FEB -3 PM 2:44

RICHARD R. ROOKER, CLERK

D.C.

JOHN MATTHEW COX,)
)
Plaintiff,)
)
vs.) No: 99D-2571
)
TIFFANY LEIGH COX,)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Second Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Husband against Wife, under Docket No. 99D-2571.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

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

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

NO INTERFERENCE

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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not sale or exchange or other disposition, but represents a division of property by co-

owners.

IV.

ALIMONY

Both parties waive Alimony.

V.

CHILD CUSTODY, VISITATION AND SUPPORT

Custody of the children, visitation, and support are dealt with in the Parenting Plan which is attached hereto.

VI.

TRIAL

Husband shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VII.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Prior to the filing of this matter, the parties divided their personal property. Each party will keep the property which is currently in their possession.

Husband is awarded all interest in his Deferred Compensation Account, Program No: 457, Entity No: 4209, SSN [redacted]-6068, to the exclusion of Wife, her interest therein being paid to her elsewhere in this agreement.

Husband is awarded the 1988 Chevrolet pick-up truck upon which there is no encumbrance. Wife is awarded her 1998 Honda Accord upon which there is an indebtedness owing to SunTrust. Wife shall assume the indebtedness owing thereon and hold Husband harmless from any liability thereon.

VIII.

OTHER PROPERTY

As compensation for her interest in the real property located on 7112 Lama Terra Drive and her interest in the Deferred Compensation Account, Husband shall pay to Wife the amount of $26,000.00. Husband will pay this amount to Wife within 30 days of approval of this agreement by the Court.

IX.

LIFE INSURANCE POLICIES

Husband will name the children as beneficiaries of his life insurance policy no: 000A184658, Policy dated July 6, 1997, with Lincoln National Life Insurance Company, 1721 Moonlake Boulevard, Suite 500, Hoffman Estates, Illinois 60194, Phone No: 847-781-2990, Extension 2100, in the face amount of $125,000.00. Husband will keep the premiums owing there paid on a timely manner so long as the parties have minor children.

Wife will name the children as beneficiaries of her life insurance policy no: 000A188633, Policy dated July 6, 1997, with Lincoln National Life Insurance Company, 1721 Moonlake Boulevard, Suite 500, Hoffman Estates, Illinois 60194, Phone No: 847-781-2990, Extension 2100, in the face amount of $125,000.00. Wife will keep the premiums owing there paid on a timely manner so long as the parties have minor children.

Neither party will cancel their policy until the last minor child reaches majority or without further order of this court. Each will keep the premiums paid thereon in a timely manner.

X.

REAL PROPERTY

Husband is awarded all right, title and interest in the real property located at 7112 Lama Terra Drive, Goodlettsville, Tennessee 37072. All right, title and interest of Wife is hereby divested out of Wife and reinvested solely in Husband. This real property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 57 on the Section I, Lama Terra, of record in Book 4860, Page 33, Register's Office for said county.
>
> Said Lot 57 fronts 280.05 feet on the easterly margin of Lama Terra Drive and extends back 280.0 feet on the southerly line and 275.6 feet on the northerly line to a dead line in the rear, measuring 109.53 feet thereon.
>
> Being the same property conveyed to John M. Cox and wife, Tiffany L. Cox, by deed from Will Austin and wife, Jennifer C. Austin, of record in Book 9622, Page 100, Register's Office for Davidson County, Tennessee.

Husband shall assume the indebtedness owing on the real property and shall hold Wife harmless.

XI.

DEBTS

The parties have no joint debts.

Husband will pay any debt owing to Dr. Mary Koen and Dr. Law.

XII.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

XIII.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 U.S.C. §523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

XIV.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XV.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XVI.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily. Wife will sign a Quitclaim Deed, if necessary, for Husband to refinance the marital residence and pay Wife her interest therein.

XVII.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XVIII.

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XIX.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees. Phillip Smith has represented only Husband in this matter and has not offered or rendered any advice to Wife.

XX.

WAIVER OF SERVICE

Wife, by signing this Marital Dissolution Agreement, waives further service and waives filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2).

The addresses of the parties are as follows:

HUSBAND

John Matthew Cox
7112 Lama Terra Drive
Goodlettsville, TN 37072

WIFE

Tiffany Leigh Cox
Lenoxgate Apartments, Apt. 214
303 Northcreek Boulevard
Goodlettsville, TN 37072

Witness our hands, this 31 day of JAN., 2000, as to the Wife, and the _____ day of _____, 2000, as to the Husband.

Tiffany Leigh Cox
TIFFANY LEIGH COX

J. M. Cox
JOHN MATTHEW COX

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **TIFFANY LEIGH COX**, 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 official seal at Nashville, Tennessee, this 31 day of Jan., 2000.

NOTARY PUBLIC

JEFFREY L. SMITH
Notary Public, Davidson Co., TN
My Comm. Expires Jan. 26, 2002

My Commission Expires:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **JOHN MATTHEW COX**, 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 official seal at Nashville, Tennessee, this 1st day of February, 2000.

NOTARY PUBLIC

My Commission Expires: 1-25-2003

That the Defendant now resides at 303 Northcreek Boulevard, Apt. 214, Goodlettsville, Tennessee, 37072.

That the Plaintiff now resides at 7112 Lama Terra Drive, Goodlettsville, Tennessee, 37072.

It is further **ORDERED** that the Husband shall be responsible for all court costs in this cause of action.

ENTERED THIS THE 14 **DAY OF** February, **2000.**

MARIETTA SHIPLEY, JUDGE

Approved for entry:

PHILIP E. SMITH #13421
Attorney for the Husband
213 Third Avenue North
Nashville, TN 37201
(615) 242-5453

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Final Decree has been forwarded to the following on this the 3rd day of February, 2000:

Tiffany Leigh Cox
Lenoxgate Apartments, Apt. 214
303 Northcreek Boulevard
Goodlettsville, TN 37072

PHILIP E. SMITH

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 14 day of FEBRUARY , 2000 , in the Case Number 99D2571 between COX, JOHN MATTHEW Plaintiff, and COX, TIFFANY LEIGH Defendant, as same remains of record in Vol. 1031 , Page 189055 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 FEBRUARY in the year two thousand and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk