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

FILED

2007 JUL 24 AM 11:27

RICHARD R. ROOKER, CLERK

D.C.

WILLIAM HOPE COLE **607 Village Court** **Nashville, TN 37206,** **Plaintiff/Husband,**	
VS.	**NO: 07D-1335**
FRANCES MARIE COLE **637 Rehnea Drive** **Old Hickory, TN 37138-4113,** **Defendant/Wife.**	

Davidson County DEEDDIV
Recvd: 08/07/07 12:42 8 pgs
Fees:42.00 Taxes:0.00

20070807-0094231

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 24th day of July 2007, before the Honorable Carol L. Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Husband; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds pursuant to Tennessee Code Annotated § 36-4-103(b) that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; and the entire record in this cause, from all of which appears to the Court that the Husband should be awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that the present address of the Wife is 637 Rehnea Drive, Old Hickory, TN 37138-4113, and the present address of the Husband is 607 Village Court, Nashville, TN 37206.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED that the Husband be, and hereby is, awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement entered into between the parties be, and the same hereby is, approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

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

2007 JUL 13 PM 1:43
RICHARD R. ROOKER, CLERK
D.C.

WILLIAM HOPE COLE,

Plaintiff/Husband,

VS. NO. 07D-1335

FRANCES MARIE COLE,

Defendant/Wife.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between WILLIAM HOPE COLE, (hereinafter referred to as "Husband"), and FRANCES MARIE COLE, (hereinafter referred to as "Wife"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Husband has instituted divorce proceedings against the Wife, same being Civil Action Number 07D-1335 in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, and obligations for payment of debts, and to enter into an agreement for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that this Agreement will control in respect of all of their property and other matters of concern.

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:

1. **GROUNDS FOR DIVORCE:** The Husband shall proceed to trial and obtain the divorce on the grounds of irreconcilable differences and each party shall be restored to all of the rights and privileges as of an unmarried person. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this Agreement. Each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she was single and unmarried. Further, both parties agree to not contact the other at their respective places of employment and to not to solicit others to contact the parties' respective places of employment.

2. **SERVICE OF PROCESS:** Both parties waive service of process.

WIFE'S INITIALS FMC
HUSBAND'S INITIALS WHC

3. **RESTORATION OF NAME:** The Wife shall be restored to her prior name, "FRANCES COX MULLICAN".

4. **REAL PROPERTY:** All right, title and interest of the Husband in and to the residence known as 637 Rehnea Drive, Old Hickory, TN 37138, shall be divested out of the Husband and the same right, title and interest shall be vested in the Wife in fee simple absolute. This residence is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 53 on the Plan of Oak Creek Subdivision of record in Book 5200, Page 96, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to Frances C. Mullican by Warranty Deed from Darla G. Reaves, unmarried, of record in Book 9815, Page 521, Register's Office for Davidson County, Tennessee.
>
> This is the same description as in previous deed of record.
>
> This is improved property known as 637 Rehnea Drive, Old Hickory, TN 37138.

All right, title and interest of the Wife in and to the residence known as 607 Village Court, Nashville, TN 37206, shall be divested out of the Wife and the same right, title and interest shall be vested in the Husband in fee simple absolute. This residence is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 115 on the Plan of Shelby Village No. Two, of record in Book 1835, Page 48, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> BEING the same property conveyed to William H. Cole by Warranty Deed from William E. Gentry and wife, Linda A. Gentry, of record in Book 8661, Page 932, Register's Office for Davidson County, Tennessee.
>
> This is the same description as in previous deed of record.
>
> This is improved property known as 607 Village Court, Nashville, TN 37206.

5. **PERSONAL PROPERTY:** The parties have divided all of their household furnishings, furniture and other tangible personal property and both parties are in agreement that said division of their household furnishings, furniture and other tangible personal property is an equitable division of such property, with each party to retain all right, title and interest in and to the specific items of property presently in their respective possession. Both parties would show that they are satisfied with such division of their household furnishings, furniture and other tangible personal property, and by execution hereof each party would show that such division is fair and equitable to both parties. Each party shall assume full responsibility for the payment of any indebtedness due on their respective furnishings, furniture and other tangible personal property and shall indemnify and hold each other harmless on the same.

WIFE'S INITIALS FMC
HUSBAND'S INITIALS WHC

6. **ALIMONY:** Both parties waive any and all claims for alimony, both present and future.

7. **FEDERAL INCOME TAXES:** If, in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both of the parties depending on whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other party or out of a joint income or deduction. Wife and Husband each represents and warrants to the other that all Federal Income Tax Returns filed during the marriage are, in all respects, true, correct, and complete and fully and accurately reflect the income and deductions for those years.

8. **DEBTS:** The parties acknowledge that they have no joint indebtedness. The parties further agree that each shall be responsible for any indebtedness incurred in his/her own name, unless specifically provided for otherwise herein, and each agrees to hold the other party harmless from the same. Further, each party agrees to indemnify and hold the other harmless from any liability resulting from the failure to pay said debts when due. Further, 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 recover from the responsible party the amount of any payment he or she makes and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

9. **NONDISCHARGEABILITY:** With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their respective obligation(s) is/are a nondischargeable debt under 11 USC 523(5) of the United States Bankruptcy Code, these obligations being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

10. **RETIREMENT AND OTHER ACCOUNTS:** Each party hereby relinquishes all right, title, interest and/or claim he or she may have in and to the proceeds of all retirement accounts, pension funds, and 401K accounts of the other party and acknowledges that all such proceeds are the sole and separate property of the party in whom such accounts are styled.

11. **HEALTH INSURANCE:** The parties shall be responsible for obtaining their own health insurance coverage.

12. **REPRESENTATION AND ATTORNEY'S FEES:** The Husband is being represented in this action by Laura Tek, and the Wife is not being represented although she has been told that it is in her best interest to do so. The Wife understands and acknowledges that this Marital Dissolution Agreement affects substantial and material legal rights of both parties, and she acknowledges that she is aware of her right to obtain independent legal advice from other attorneys with respect to any questions which she may have concerning the effects of this legal document. With her signature hereinbelow, the Wife does acknowledge that she either has obtained independent legal advice prior to the execution of this Marital Dissolution Agreement or expressly, knowingly, and voluntarily has waived her right to do so. Both parties acknowledge that Attorney Laura Tek claims no expertise or special knowledge regarding tax matters and both

WIFE'S INITIALS JMC
HUSBAND'S INITIALS WHC

parties acknowledge that they have been advised to seek and obtain independent tax advice regarding this Agreement and that neither of them rely upon the aforesaid Attorney as to any possible tax implications surrounding this instrument. Further, the Husband understands that he is responsible for all of his attorney's fees incurred in this cause.

13. **COURT COSTS:** The parties agree that any and all costs of Court incurred as a result of this pending action for absolute divorce shall be taxed to the Plaintiff/Husband for which execution may issue, if necessary.

14. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for expenses, including attorney's fees, incurred in prosecuting the action.

15. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

16. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto. 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 rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives and assigns.

18. The parties acknowledge that there are no undisclosed assets currently owned by them, either jointly or individually, and that they have no interest in any assets of the other which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest and the same are disposed of herein.

19. It is understood and agreed between the parties that this Agreement is entered into in good faith and not 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 he and she have read and understand the Agreement and that the Agreement is fair and equitable and that it is being entered voluntarily.

20. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

21. The provisions of this Agreement are severable in the event any provision of this Agreement shall be held unenforceable by a Court of competent jurisdiction such unenforceability shall not affect the other provisions of this Agreement.

WIFE'S INITIALS JMC
HUSBAND'S INITIALS WWC

22. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

THIS AGREEMENT being executed as follows:

Frances Marie Cole 6-30-07

FRANCES MARIE COLE, *Wife* Date

William H Cole 7-11-07

WILLIAM HOPE COLE, *Husband* Date

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 WIFE, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 30 day of June 2007.

Vicki L. Primm

NOTARY PUBLIC
My Commission Expires: July 25, 2009

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 HUSBAND, with whom I am personally acquainted and who, after being first duly sworn, acknowledged to me that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 11 day of July 2007.

NOTARY PUBLIC
My Commission Expires: _____

LAURA TEK NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TN My Commission Expires September 19, 2009

WIFE'S INITIALS MC
HUSBAND'S INITIALS WHC

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the Defendant/Wife shall be restored to her former name, "**FRANCES COX MULLICAN**".

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that the costs of this cause shall be, and are hereby, taxed to the Plaintiff/Husband for which execution may issue, if necessary.

ENTERED this 24th day of July 2007.

HON. CAROL L. SOLOMAN, JUDGE

APPROVED FOR ENTRY:

LAURA TEK, #16523
Rivergate Park Office Building
1994 N. Gallatin Road, Suite 205
Madison, Tennessee 37115
615/851-2100
Counsel for Plaintiff/Husband

CERTIFICATE OF SERVICE

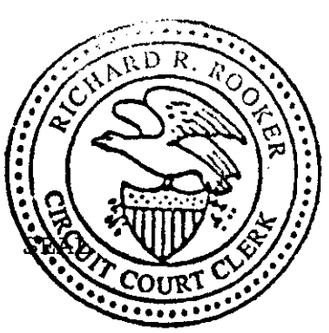
I hereby certify that a true and correct copy of the foregoing Final Decree was sent by U.S. Mail, postage prepaid, to Frances Marie Cole, *Defendant*, 637 Rehnea Drive, Old Hickory, TN 37138-4113, on this 24th day of July 2007.

LAURA TEK

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 24 day of JULY , 2007 , in the Case Number 07D1335 between COLE, WILLIAM HOPE Plaintiff, and COLE, FRANCES MARIE Defendant, as same remains of record in 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 07 day of AUGUST in the year two thousand seven and in the 231st year of American Independence.



RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk