2844/547

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

1998 JUL 16 PM 4:35

RICHARD R. ROOKER, CLERK

D.C.

WILLIAM ERON COTHRAN,)
)
PLAINTIFF,)
)
VS.) No. 98D-1443
)
BARBARA JOAN COTHRAN,)
)
DEFENDANT.)

Davidson County DEEDDIV
Recvd: 10/01/08 12:14 10 pg
Fees:52.00 Taxes:0.00
20081001-0099639

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 14th day of July, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on a complaint for absolute divorce filed by the Husband, William Eron Cothran. The complaint for absolute divorce is amended to reflect that the Defendant/Wife's place of birth is Nashville, Tennessee and the Plaintiff/Husband's place of birth is Shelbyville, Tennessee. The Defendant/Wife, Barbara Joan Cothran, was personally served with process on May 8, 1998, and the parties have entered into a signed and notarized Marital Dissolution Agreement which provides for the division of the parties' respective rights and interests in all joint and separate property as well as apportionment of responsibility for the payment of the parties' joint and separate debts. The complaint for absolute divorce was filed on May 7, 1998, and the sixty (60) day waiting period as required by the statute has passed. The Court affirmatively finds that the allegations in the Husband's complaint for an absolute divorce are sustained by the proof and that there exists such irreconcilable differences between the parties as would entitle the Husband, William Eron Cothran, to an absolute divorce.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the complaint for an absolute divorce is amended to reflect that the Defendant/Wife's place of birth is Nashville, Tennessee and the Plaintiff/Husband's place of birth is Shelbyville, Tennessee and that the Plaintiff, William Eron Cothran, is granted an absolute divorce, and the bonds of matrimony heretofore subsisting between the parties are forever and perpetually dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It further appearing to the Court that the parties have entered into a Marital Dissolution Agreement which is stated as follows:

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WILLIAM ERON COTHRAN,	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	No. 98D-1443
	)	
BARBARA JOAN COTHRAN,	)	
	)	
DEFENDANT.	)	

MARITAL DISSOLUTION AGREEMENT

The parties to this agreement are WILLIAM ERON COTHRAN and BARBARA JOAN COTHRAN who were married on March 13, 1971 in Nashville, Tennessee and to which marriage there have been two children born. Both children are now adults, whose ages are 21 and 23 years of age. The parties have determined that they have certain irreconcilable differences which they are unable to resolve and that an absolute divorce should be granted.

The parties have accumulated real estate, personal property as well as indebtedness, and the parties have agreed to what each feels under the circumstances is an equitable division, all of which is subject to the approval of the Court at the final hearing of this cause.

The parties agree that they do in fact have irreconcilable differences and that the Plaintiff, William E. Cothran, may proceed to obtain an absolute divorce on the ground of irreconcilable differences and that the parties have agreed upon all matters hereinafter stated.

The Plaintiff, William E. Cothran, shall hereinafter be referred to as either the Husband or Mr. Cothran, and the Defendant, Barbara Joan Cothran, shall hereinafter be referred to as either the Wife or Mrs. Cothran.

1. **Absolute Divorce.** Mr. Cothran shall obtain an absolute divorce on the ground of irreconcilable differences.

2. **Real Estate.** The parties own the house and lot at 7204 Poplar Creek Trace in Nashville, Davidson County, Tennessee 37221 as tenants by the

entirety, which real estate is described as follows in Book 9299, Page 662, Davidson County Register's Office:

> LAND in Davidson County, Tennessee, being Lot No. 77, on the Plan of Phase 2, Poplar Creek Estates, of record in Book 6900, pages 339 through 347, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.
>
> BEING part of the same property conveyed to Donald W. Johnson, by deed from Lee Chira, Trustee, of record in Book 9050, page 871, Register's Office for Davidson County, Tennessee.
>
> There is conveyed with the above described property an undivided interest in and to the general and/or restricted common areas and facilities of Phase 2, Poplar Creek Estates, as said areas are set forth and defined in Restrictions of record in Book 6474, page 346; Book 6486, page 587; Book 6662, page 433; Book 6987, page 966; Book 7270, page 648; and Book 7964, page 33; and Charter for Poplar Creek Estates Homeowners' Association of record in Book 7120, page 125; Register's Office for Davidson County, Tennessee, and to which reference is hereby made for more particulars.
>
> Kay B. Johnson, wife of Donald W. Johnson, joins in to convey any interest she may have by her marital status in subject property.

In exchange for the receipt of $70,000.00 from Mr. Cothran, Mrs. Cothran shall execute a Quitclaim Deed to the parties' marital residence at 7204 Poplar Creek Trace, Nashville, Tennessee 37221, which will divest all right, title and interest which Mrs. Cothran may have in the marital real estate located at 7204 Poplar Creek Trace, Nashville, Tennessee 37221.

As long as Mr. Cothran resides in the parties' marital residence at 7204 Poplar Creek Trace in Nashville, Tennessee, Mr. Cothran shall continue paying the expenses of the first mortgage as well as the property taxes and homeowner's insurance as well as the expenses involved for all utilities associated with the marital residence.

During his lifetime, if Mr. Cothran sells the residence at 7204 Poplar Creek Trace in Nashville, Tennessee, at the time of closing Mr. Cothran shall pay Mrs. Cothran an additional $15,000.00. If the residence at 7204 Poplar Creek

Trace in Nashville, Tennessee is not sold during Mr. Cothran's lifetime, at Mr. Cothran's death the property shall be sold by Mr. Cothran's executor, and Mrs. Cothran will receive the additional $15,000.00 at the time of closing.

3. Retirement Plans, Pensions, Profit Sharing Plan and 401K Plan.

a. Mr. Cothran's pension from the Metropolitan Davidson County Police Department as well as Mr. Cothran's retirement and/or profit sharing plan at Castner Knott shall become his sole and separate property. Any interest Mrs. Cothran may have in Mr. Cothran's pension from the Metropolitan Government Police Department and/or the retirement and/or profit sharing plan from Castner Knott shall be divested from her and vested in Mr. Cothran for his sole and separate use.

b. Mrs. Cothran's 401K plan which includes an IRA as well as a SEP account through her employment with Coldwell Banker shall become her sole and separate property. Any and all interest which Mr. Cothran may have in Mrs. Cothran's 401K plan which includes an IRA and SEP account shall be divested from him and vested in Mrs. Cothran for her sole and separate use.

4. Money Market Account at Prudential and Church Bonds.

a. The money market account at Prudential shall be divided equally between the parties.

b. The church bonds owned by the parties mature in various yearly intervals, and as the church bonds mature they shall be divided equally between the parties.

5. Vehicles.

a. All right, title and interest which Mrs. Cothran may have in the 1992 Pontiac Grand Am vehicle which is in the possession of Mr. Cothran shall be divested from Mrs. Cothran and vested in Mr. Cothran for his sole and separate use.

b. All right, title and interest which Mr. Cothran may have in the 1996 leased Jeep Laredo vehicle which is in the possession of Mrs. Cothran shall be divested from Mr. Cothran and vested in Mrs. Cothran for her sole and separate use.

6. Household Furniture, Furnishings and Appliances and Other Items of Personal Property.

a. All household furniture, furnishings, appliance and other items of personal property currently in the possession of Mr. Cothran shall be divested from Mrs. Cothran and vested in Mr. Cothran for his sole and separate use.

b. All household furniture, furnishings, appliance and other items of personal property presently in the possession of Mrs. Cothran shall be divested from Mr. Cothran and vested in Mrs. Cothran for her sole and separate use.

7. Bank Accounts. The parties acknowledge that they currently have separate bank accounts and that each party shall retain sole and exclusive possession of all funds currently being held by each of the parties in their respective bank accounts.

8. Proceeds from Automobile Wreck Lawsuit. After payment of all fees and expenses, any and all net proceeds received by the parties by way of a settlement or Court judgment which may be obtained as a result of a pending automobile wreck lawsuit shall be divided equally between the parties.

9. Debts.

a. Each of the parties shall be responsible for the payment of any and all debts which are in their respective names, and each of the parties agrees to hold the other harmless for any remaining indebtedness in each of their respective names.

b. Both Mr. and Mrs. Cothran agree that neither has contracted any indebtedness in the name of the other.

10. Full Disclosure of Assets and Debts. Both Mr. and Mrs. Cothran agree that full disclosure has been made by each party to the other of all assets owned and debts owed by the parties, either jointly or individually, and a full disposition of all assets and debts has been made in this Marital Dissolution Agreement.

The parties further acknowledge that neither has any interest in any assets which are not reflected by the terms of this agreement. The parties agree that they have made full disclosure to each other of all assets in which they may have any interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of those undisclosed assets. This claim is specifically reserved to each party and is not discharged by the remaining terms of this agreement.

11. Attorneys' Fees. Mr. Cothran shall be responsible for the payment of the parties' reasonable attorneys' fees.

12. Court Costs. All court costs incurred in this divorce litigation shall be paid by Mr. Cothran, for which execution may issue if necessary.

13. Tax Exempt Status. Any transfers of personal property heretofore delineated in this agreement are transfers of property between the Husband and the Wife in connection with this divorce action and are not a sale or an exchange or other disposition of property, but represent an equitable division of marital property between the Husband and Wife.

14. Termination of Obligation. The parties specifically agree that the above-stated division of property and assumption of indebtedness eliminates any further obligation of one party to the other.

15. Approval by the Court. It is understood and agreed by the parties that this Agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for approval, ratification and incorporation.

16. Final Settlement. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge of the Husband from all further obligations to support the Wife and discharges them from all other claims arising out of the marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property including without limitation, dower, curtsey, statutory allowances, homestead rights, rights to take against the will of the other, inheritance, descent or distribution, alimony and support, and this Agreement applies to all property now owned by the Husband and Wife, or any property that either of them may acquire in the future.

17. Contracting Indebtedness. It is understood and agreed between the parties that from the date of the execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debts of the other, then the party for whose benefit said payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

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

19. Fair and Equitable Agreement. 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 the 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 and with advice of counsel.

20. Execution and Delivery of Instruments. It is understood and agreed between the parties that as part of the consideration for the execution of

this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

21. Consideration. The consideration of this Agreement is the mutual promises and agreements as above stated.

IN WITNESS WHEREOF, the parties have read this instrument, familiarized themselves with its contents, signed and executed this instrument on this the 28TH day of MAY, 1998, and the 28TH day of May, 1998.

William Eron Cothran
WILLIAM ERON COTHRAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me on this 28th day of MAY, 1998.

NOTARY PUBLIC

My Commission Expires: 5/27/2001

Barbara Joan Cothran
BARBARA JOAN COTHRAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me on this 28th day of MAY, 1998.

NOTARY PUBLIC

My Commission Expires: 5/27/2001

The Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between them, and the Court further affirmatively finds that the Marital Dissolution Agreement is sufficient and equitable in all respects.

It is FURTHER ORDERED that the Marital Dissolution Agreement heretofore entered into by the parties in this cause is in all things ratified, approved and confirmed by the Court and made a part of the Final Decree for all purposes contained herein.

It is FURTHER ORDERED that all court costs incurred in this divorce litigation shall be paid by the Husband, William Eron Cothran, for which let execution issue if necessary.

ENTERED this 16th day of July, 1998.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

JOE P. BINKLEY, JR.
Attorney for William Eron Cothran
150 Second Avenue, North
Suite 300
Nashville, TN 37201
(615) 244-8630
BPR No. 3094

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed, postage prepaid, to the following, this 14th day of July, 1998:

Ms. Barbara Joan Cothran
c/o Coldwell Banker
Andrews & Associates
2207 Crestmoor Road, Suite 101
Nashville, TN 37215

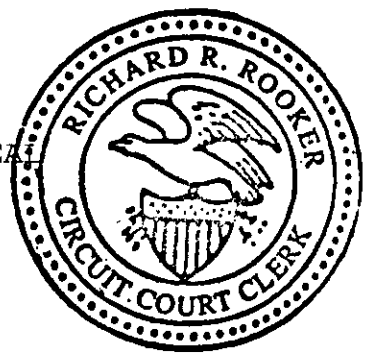
JOE P. BINKLEY, JR.

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 16 day of JULY , 1998 , in the Case Number 98D1443 between COTHRAN, WILLIAM ERON Plaintiff, and COTHRAN, BARBARA JOAN (ANDERSON) 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 29 day of SEPTEMBER in the year two thousand eight and in the 232nd year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk