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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2007 OCT -1 ... 2:15
RICHARD R. ROOKER, CLERK
... D.C.

KIM ELAINE COX,	)	
Plaintiff,	)	
	)	
Vs.	)	**Docket No. 06D-2564**
	)	**Notice of Entry Requested**
BILLY COX,	)	
Defendant.	)	

Davidson County DEEDDIV
Recvd: 12/31/08 15:50 11 pg
Fees:57.00 Taxes:0.00
20081231-0124130

FINAL DECREE

This cause came on to be heard on the 1st day of October 2007, upon the original Complaint for Absolute Divorce filed by the Wife, the Marital Dissolution Agreement entered into by and between the parties, the testimony of the plaintiff, statement of counsel, from all of which the Court was of the opinion that the parties should be divorced pursuant to T.C.A. § 36-4-129.

ORDERED, ADJUDGED and ***DECREED*** by the Court that the parties are declared divorced pursuant to T.C.A. § 36-4-129. It is further

ORDERED, ADJUDGED and ***DECREED*** by the Court, that the Marital Dissolution Agreement entered into by and between the parties, which the Court found from the review of the said Agreement, to be a fair and equitable settlement of all property rights existing between them is approved and made a part of the Final Decree and incorporated herein. Said Marital Dissolution Agreement are in words and figures as follows:

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

FILED

2007 OCT -1 AM 10:49

RICHARD R. ROOKER, CLERK

KIM ELAINE COX, PLAINTIFF,	)	
VS.	)	DOCKET NO. 06D-2564
BILLY COX, DEFENDANT.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into by and between **Kim Elaine Cox**, hereinafter referred to as "Wife", and **Billy Cox**, hereinafter referred to as "Husband" subject to the following premises, terms and conditions:

WHEREAS the parties are experiencing marital difficulties and a Complaint for Absolute Divorce has been filed by the Wife in the Circuit Court for Davidson County, Tennessee, under docket number 06D-2564 and

WHEREAS the parties have experienced such irreconcilable differences in their marriage which made a reconciliation impossible, and

WHEREAS the parties desire to enter into this Marital Dissolution Agreement, which Agreement they consider to be a fair and equitable settlement of all property rights existing between them, and

WHEREAS, the parties desire that the Court approve this Marital Dissolution Agreement, and that the same be made a part of any Final Decree of Divorce entered in this case, and

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

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1. **REAL PROPERTY**

The parties are the owners of real property located at 7050 Bonnavent Drive, Hermitage, Tennessee. Husband is awarded that residence free and clear of any claims of the wife. Husband will be solely responsible for any and all indebtedness on that residence and will hold wife harmless thereon.

2. **FURNITURE, FURNISHINGS & PERSONAL PROPERTY**

The parties have previously divided all furniture, furnishings and personal property. Each is awarded that property in his or her possession free and clear of any claims of the other.

3. **VEHICLES**

Wife is awarded the Honda Civic and the Kia Sedona van. Wife will be solely responsible for any and all indebtedness on those vehicles and will hold husband harmless thereon. Husband is awarded the Honda truck. Husband will be solely responsible for any and all indebtedness on that vehicle and will hold wife harmless thereon.

4. **DEBTS**

There are no joint debt of the parties. Each will be solely responsible for any indebtedness in his or her own separate names and will hold the other harmless thereon.

5. **MONEY ACCOUNTS**

There are no joint money accounts of the parties. Each party is awarded any and all money accounts that they have in his or her own separate names free and clear of any claims of the other.

6. **ALIMONY**

There will be no alimony paid one to the other.

7. **ATTORNEY FEES AND COURT COSTS**

Each party will be solely responsible for their own attorney fees. The Court costs of this matter will be taxed to the parties equally.

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8. **ENFORCEMENT**

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 reasonable expenses, including attorney's fees, incurred in prosecuting the action.

9. **INCORPORATION**

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 in the Final Decree of Divorce between the parties.

10. **FULL AND FINAL SETTLEMENT**

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 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 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

11. **BINDING AGREEMENT**

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

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12. **DISCLOSURE OF ALL ASSETS**

The parties acknowledge that there are no assets 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 full disclosure to each other of all assets in which they have an interest.

13. **VOLUNTARY 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 of this Agreement and their legal effects 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.

14. **ENTIRE AGREEMENT**

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

15. **VALIDITY**

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

16. **EXECUTING DOCUMENTS**

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.

17. **BANKRUPTCY**

Whenever one party is required by the terms of this agreement to assume full responsibility for payment of certain debts and/or indemnify and hold the other party

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harmless from any liability therefrom, such obligation shall be deemed to be a support obligation pursuant to 11 U.S.C. §523(a)(5), which is not dischargeable in Bankruptcy as to the other party.

18. **MODIFICATION WAIVER**

This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

19. **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.

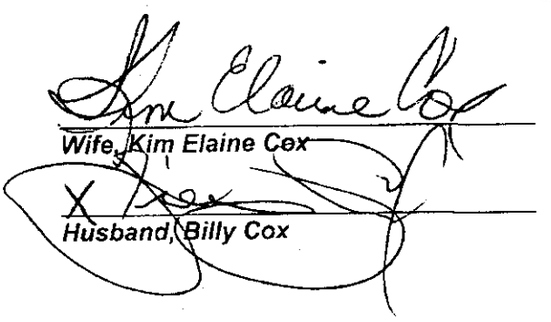
20. **TAX EXEMPT STATUS**

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

21. **NO TAX ADVICE**

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

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Wife, Kim Elaine Cox

X

Husband, Billy Cox

Copy

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid County and State, ***Kim Elaine Cox*** ,the within named bargainer, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 1ST day of October, 2007.

NOTARY PUBLIC

My Commission Expires: September 22 2009

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid County and State, ***Billy Cox*** , the within named bargainer, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Davidson County, Tennessee, this 27 day of September, 2007.

NOTARY PUBLIC

MARIE HAWKINS
NOTARY PUBLIC
STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 11-14-09

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The Address of the Plaintiff is:

Kim E. Cox
801 Arbor Crest Blvd.
Antioch, TN 37013-5374

The Address of the Defendant is:

Billy Cox
7050 Bonnavent Drive
Hermitage, Tennessee 37076

The costs of this cause are taxed to the parties equally for which execution may issue if necessary.

ENTERED this 1st day of October, 2007.

Substitute ***JUDGE***

APPROVED FOR ENTRY:

Rosemary E. Phillips, #10083
429 Church Street
PO Box 590
Goodlettsville, TN 37070-0590
615-859-9111

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been mailed, postage prepaid, to: Janelle A.Simmons, 1308 8th Ave. North, Nashville, TN 37208 on this the 1st day of October, 2007.

Rosemary E. Phillips, BPR No. 10083

Copy

CERTIFICATE OF SERVICE

DOCKET NO. 06D2564

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 2ND day of OCTOBER, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

ROSEMARY E. PHILLIPS, ATTORNEY
429 CHURCH ST.
P.O. BOX 590
GOODLETTSVILLE, TN 37070-0590

JANELLE A. SIMMONS, ATTORNEY
1308 8TH AVE. NORTH
NASHVILLE,TN 37208

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 01 day of OCTOBER , 2007 , in the Case Number 06D2564 between COX, KIM ELAINE Plaintiff, and COX, BILLY 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 31 day of DECEMBER in the year two thousand eight and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

