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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

EMMA JEAN COVINGTON)
)
vs.) NO. 88D-1969
)
CHARLES WESLEY COVINGTON)

FINAL DECREE

This cause came to be heard on the 6th day of October, 1988, before the Honorable James Everett, Judge of the Probate Court in and for Davidson County, Tennessee, upon Complaint for Absolute Divorce filed by Emma Jean Covington. It appears to the Court from testimony of complainant, statements of counsel, and the entire record that the parties have entered into a signed, notarized Marital Dissolution Agreement as provided for by T.C.A. § 36-4-103 and that the time prescribed by law has lapsed since the filing of the original Complaint, from all of which it is found by the Court that Wife is entitled to an absolute divorce on the grounds of Irreconcilable Differences.

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the support and maintenance of the children of this marriage and for the equitable settlement of any property rights between the parties. It is

THEREFORE ORDERED, ADJUDGED, AND DECREED that Emma Jean Covington, should be and hereby is, awarded an absolute divorce from Husband, Charles Wesley Covington, on the grounds of Irreconcilable Differences and restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved. It is

FURTHER ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement be approved and ratified in full, and incorporated into this Final Decree in toto as follows:

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into by and between the parties, EMMA JEAN COVINGTON, hereinafter referred to as "Wife", and CHARLES WESLEY COVINGTON, hereinafter referred to as "Husband", for the purpose of submission to the Court at the final hearing for absolute divorce upon Wife's Petition and upon approval of the Court to be incorporated into the Final Decree.

WHEREAS, irreconcilable differences have arisen between the parties, rendering this marriage irrevocably broken; and

WHEREAS, there is presently pending or to be filed a Complaint for Absolute Divorce in the Circuit Court for Davidson County, Tennessee, styled Emma Jean Covington vs. Charles Wesley Covington, Docket Number _____.

WHEREAS, in view of the parties' intention to live apart for the rest of their natural lives, the parties intend and it is the purpose of this agreement to provide for the adequate support and maintenance of the minor child of this cause and as a just and equitable distribution of the parties' assets.

WHEREAS, all personal property belonging to the parties has been divided prior to the execution of this agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereby made, they agree as follows:

1. Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. Wife shall proceed to trial on the ground of irreconcilable differences and submit the Marital Dissolution Agreement herein for the consideration of the Court to be incorporated into the Final Decree should the divorce be granted.

3. Absolute care, custody and control of the parties' minor child, Grafton Covington, shall be vested in the Mother with reasonable visitation rights in the Father.

4. Child support shall be paid by Father to Mother at the rate of $50.00 per week.

5. All right, title and interest which Husband may have in the property located at 1502 Dallas Avenue, Nashville, Davidson County, Tennessee, shall be divested out of him and into Wife solely.

6. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of Husband and said right, title and interest shall be vested in Husband solely.

7. Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in possession of Wife and said right, title and interest shall be vested in Wife solely.

8. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

9. Within a reasonable time after the execution of this contract, each of the parties obligates himself or herself to sign all necessary deeds, bills of sale, and other such instruments in order to effectuate the total transfer of legal title in and to the various properties hereby being divided between the parties.

10. In consideration of this agreement, the Husband and Wife hereby release one another, their heirs, executors, administrators and assigns and their property and estate from any and all rights of any kind and character for past and future support, maintenance, homestead dower, or courtesy rights or any statutory successors to such common law rights, any rights under the laws of inheritance, dissent and distribution, any claims to alimony or other support payments, all rights to elect against the other's Will; and each party releases the other from all other rights, claims, demands, and obligations of every kind and character arising out of or by virtue of the marital relations of the parties hereto except as expressly provided in this agreement; and each party is forever barred from having or

asserting any such right, claim, demand, or obligations at any time hereafter for any purpose except that these parties may assert all rights that are given under this agreement.

11. The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument free and voluntarily and without duress or coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for the adequate maintenance and support of the minor child of the parties and for an equitable distribution of the parties' assets.

12. This Agreement shall be governed by the laws of the State of Tennessee.

13. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representatives or warranties other than those expressly set forth herein.

14. The costs of this cause shall be assessed against Husband.

15. The parties agree that each shall pay his/her own attorney fees.

16. Each party agrees to be responsible for any indebtedness incurred in his/her own name and agrees to hold the other party harmless from same.

17. Wife is being represented in this action by Martin A. Kooperman and Husband has been informed that it is perhaps in his best interest that he obtain counsel. Having been so advised, he has chosen not to obtain counsel at this time and enters into this agreement with due and proper consideration, fully understanding its terms and provisions.

18. Both parties waive service of process.

Emma Covington
EMMA JEAN COVINGTON

Charles Wesley Covington
CHARLES WESLEY COVINGTON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Emma Jean Covington, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of her knowledge, information and belief.

This the 14th day of April, 1988.

NOTARY PUBLIC

My commission expires:

10-24-88

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Charles Wesley Covington, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of his knowledge, information and belief.

This the 23rd day of March, 1988.

NOTARY PUBLIC

My commission expires:

3/27/88

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the costs of this cause shall be assessed against the Husband, for which execution shall issue if necessary.

ENTERED this 13 day of Dec, 1988.

HONORABLE JAMES EVERETT
Judge of Probate Court

APPROVED FOR ENTRY:

Martin A. Kooperman

MARTIN A. KOOPERMAN #9524
Attorney for Husband
One Church Street-Suite 300
Nashville, TN 37201
(615) 242-3416

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Ms. Charles Wesley Covington, 3164 Ewingdale Drive, Nashville, TN. 37207 on this 7th day of Dec., 1988.

Martin A. Kooperman
MARTIN A. KOOPERMAN #9524

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 SEVENTH Circuit Court for Davidson County, Tennessee, on the 13 day of DECEMBER , 1988 , in the Case Number 88D1969 between COVINGTON, EMMA J Plaintiff, and COVINGTON, CHARLE W 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 12 day of JUNE in the year two thousand nine and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

