Box 5 247C/164

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

95 AUG 23 PM 4:34

RICHARD ... D.C.

SHERRILL W. LOWE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 95D-786**
	)	
BILLY E. LOWE,	)	
	)	
Defendant.	)	

95 SEP 17 AM 8:26

U6366539

BOOK 11665 PAGE 162

FINAL DECREE

This cause came on to be heard on August 29, 1995, before the Honorable Muriel Robinson, Judge, upon Plaintiff's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement and the Amendment to the Marital Dissolution Agreement, which provides for custody and support of the parties' minor children, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of Plaintiff, and the statements of counsel, from all of which the Court affirmatively found that the allegations of Plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that the Marital Dissolution Agreement and the Amendment to the Marital Dissolution Agreement should be approved; that Plaintiff's current residence address is 309 Canberra Court, Hermitage, Tennessee, 37076, and Defendant's current residence address is 8168 Stewarts Ferry Parkway, Hermitage, Tennessee, 37076, and that the ninety (90) day waiting period, as required by statute, has passed.

It is therefore ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement and Amendment to the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement and Amendment is hereby made a specific order and decree of the Court, which Agreement and Amendment are in words and figures as follows:

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

95 AUG 23 PM 4:34

RICHARD R. ROOKER, CLERK

D.C.

SHERRILL W. LOWE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 95D-786**
	)	
BILLY E. LOWE,	)	
	)	BOOK 11665 PAGE 163
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Sherrill W. Lowe (hereinafter referred to as "Mrs. Lowe") and Billy E. Lowe (hereinafter referred to as "Mr. Lowe"), 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 Mrs. Lowe instituted divorce proceedings against Mr. Lowe on March 8, 1995, same being Civil Action No. 95D-786 in the Fourth 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 settle amicably their differences with respect to all property rights, support obligations, child custody rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to 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. The parties agree and understand that this Marital Dissolution Agreement shall be presented to the Court for its ratification and approval as soon as possible and upon approval by the Court, Mrs. Lowe shall be awarded a divorce from Mr. Lowe on the allegation of irreconcilable differences as set forth in the Complaint for Divorce filed on her behalf on March 8, 1995.

2. The parties are the parents of three (3) children, Meredith Whitney ("Whitney") Lowe, born April 30, 1983; Lindsay Elizabeth ("Lindsay") Lowe, born November 19, 1984; and William Tyler ("Tyler") Lowe, born April 25, 1987. The parties agree that absolute care, custody and control of Whitney, Lindsay and Tyler shall be, and is hereby, vested in Mrs. Lowe. Mr. Lowe shall have reasonable visitation privileges with the parties' children as follows:

(a) **Weekend Visitation.** Mr. Lowe shall have weekend visitation with the children every other weekend from 6:00 p.m. on Friday until the following Sunday evening at 6:00 p.m.

(b) **Mid-Week Visitation.** Mr. Lowe shall have visitation with the children two (2) nights or evenings each week as shall be mutually acceptable to the parties.

(c) **Summer Visitation.** Mr. Lowe shall have extended visitation with the children each summer for up to four (4) non-consecutive weeks, to be arranged by mutual agreement with Mrs. Lowe by May 1st of each year.

(d) **Christmas Visitation.** Mr. Lowe shall have visitation with the children during the Christmas holidays in odd-numbered years, beginning in 1995, from 10:00 a.m. on Christmas Day until 6:00 p.m. on New Year's Day. In even-numbered years, Mr. Lowe shall have visitation with the children from the time that school is dismissed for the Christmas holidays until 10:00 a.m. on Christmas Day.

(e) **Thanksgiving.** Mr. Lowe shall have visitation with the children during Thanksgiving holidays in odd-numbered years and Mrs. Lowe shall have the children during Thanksgiving holidays in even-numbered years. Thanksgiving holidays shall commence at the time the children get out of school on the Wednesday before Thanksgiving Day and shall end at 6:00 p.m. on the following Sunday.

Neither party shall allow any person of the opposite sex to whom he or she is not related by blood or marriage to spend the night with him or her in the presence of the children. Mrs. Lowe shall be entitled to claim all three children as dependents for purposes of calculating her federal income tax obligation. Both parties shall have full access to all educational records and to all teachers and other persons involved in the

children's educations. Mrs. Lowe shall not establish residence for herself and the children outside of Davidson County or any contiguous county without permission from Mr. Lowe or leave of Court.

3. All right, title and interest of Mr. Lowe in and to the marital residence situated at 309 Canberra Court, Hermitage, Davidson County, Tennessee, shall be, and is hereby, divested out of him and vested solely in Mrs. Lowe. Immediately upon execution of this Agreement, Mr. Lowe shall provide Mrs. Lowe with a fully executed Quitclaim Deed conveying to her all of his interest in said property. Mrs. Lowe shall assume sole and separate responsibility for paying the debts secured by a lien(s) on said property and shall hold Mr. Lowe harmless from any liability therefor. In addition, Mrs. Lowe shall transfer all utilities relating to said residence to her sole name, and shall be entitled to retain any deposits heretofore paid to each utility company.

4. As child support, Mr. Lowe shall pay Mrs. Lowe the sum of One Thousand Four Hundred ($1,400.00) Dollars per month, payable on the first day of the first month following the execution of this Agreement, and continuing on the first day of each and every month thereafter until the parties' oldest child, Whitney, reaches eighteen (18) years of age. In the event that Whitney is still in high school when she attains age eighteen (18), child support payments shall continue until Whitney graduates from high school or the class of which she is a member when she attains age eighteen (18) graduates, whichever occurs first, at which time the child support to be paid by Mr. Lowe shall be re-evaluated based on his then current income and the Tennessee Child Support Guidelines. The parties affirmatively acknowledge, pursuant to T.C.A. § 36-5-101(h), that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that court approval must be obtained before child support can be reduced.

5. As additional child support, Mr. Lowe shall maintain major medical and hospitalization insurance on behalf of each child until that child reaches eighteen (18) years of age. In the event that a particular child is still in high school at the time that he or she attains age eighteen (18), Mr. Lowe shall continue to pay child support for that child until he or she graduates from high school or the class of which he or she is a member at the time he or she attains age eighteen (18) graduates, whichever occurs first. In addition, Mr. Lowe shall pay all

of the medical, dental and orthodontic expenses incurred on behalf of each child which are within the deductible limits of the coverage. Such expenses shall include, but not be limited to, doctor bills, dental bills, cost of eye examinations, glasses and contact lenses, the cost of prescription medicines, hospital bills and the cost of orthodontic examinations and braces. Finally, for so long as Mr. Lowe's child support obligation continues, the parties shall each be responsible for paying one-half (½) of the cost of all of the foregoing medical, dental and orthodontic expenses incurred on behalf of each such child which are not covered by insurance.

6. A separate Qualified Medical Child Support Order (QMSCO) shall be entered pursuant to § 609 of the Employment Retirement Income Security Act of 1974 as amended ("ERISA"), which was added by the Omnibus Reconciliation Act of 1993.

7. To secure his obligations for the children pursuant to the terms of this Marital Dissolution Agreement, Mr. Lowe shall maintain insurance on his own life in the amount of $200,000.00, naming Mrs. Lowe the beneficiary thereof for the benefit of the parties' children until the youngest child reaches eighteen (18) years of age. Mrs. Lowe shall be, and is hereby, authorized and directed to use the proceeds of said insurance to fulfill Mr. Lowe's obligations for the parties' children pursuant to the terms of this Agreement and to provide generally for their health, education and support. Any funds remaining in her hands at such time as the parties' youngest child attains age twenty-four (24) shall be divided equally by Mrs. Lowe between the children. Within thirty (30) days from and after execution of this Agreement, Mr. Lowe shall provide Mrs. Lowe with proof of the appropriate life insurance coverage and with proof that Mrs. Lowe has been named the beneficiary thereof for the benefit of the parties' children. Additionally, on each anniversary of the date of execution of this Agreement, Mr. Lowe shall provide Mrs. Lowe with proof that the life insurance coverage required by the terms of this paragraph remains in full force and effect with her as beneficiary of said coverage as for the benefit of the parties' children. Mrs. Lowe shall be, and is hereby, authorized to hold, invest and expend the proceeds without being required to post bond.

8. Mr. Lowe shall receive as his sole and separate property his retirement with the Tennessee Consolidated Retirement System through Tennessee State University, free of any claim by Mrs. Lowe.

9. Mrs. Lowe shall be responsible for paying the balance owed on the parties' joint Sears, Firestone, Lowe's and Dillard's charge accounts, and shall hold Mr. Lowe harmless from any liability therefor. Mr. Lowe shall be responsible for paying any balances owed on the parties' joint Discover credit card account, and any and all other credit card and charge accounts in the parties' joint names, and shall hold Mrs. Lowe harmless from liability therefor. Immediately upon execution of this Agreement, all credit cards held in the joint names of the parties shall be cancelled.

10. The parties agree that all funds on deposit in checking and savings accounts styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

11. All right, title and interest of Mrs. Lowe in and to that certain 1994 Ford Explorer operated by Mr. Lowe shall be, and is hereby, divested out of her and vested absolutely in Mr. Lowe. Mr. Lowe shall assume sole and separate responsibility for paying all debts and obligations relating to said automobile and shall hold Mrs. Lowe harmless from any liability therefor.

12. All right, title and interest of Mr. Lowe in and to that certain 1991 Ford Aerostar operated by Mrs. Lowe shall be, and is hereby, divested out of him and vested absolutely in Mrs. Lowe. Within ten (10) days of execution of this Agreement, Mr. Lowe shall provide to Mrs. Lowe the title to said vehicle, endorsed by him, free and unencumbered.

13. Mr. Lowe shall receive as his sole and separate property his free-lance consulting business, including any and all assets thereof, free from any claim by Mrs. Lowe, and shall hold Mrs. Lowe harmless from any liability relating to said business.

14. Immediately upon entry of a Final Decree of Divorce between the parties, Mrs. Lowe shall complete whatever forms or documents are necessary in order to convert her current group medical insurance to individual coverage through COBRA. Mr. Lowe shall furnish Mrs. Lowe with whatever forms or documents are necessary for her completion.

15. Each party shall be responsible for paying their own attorney fees and expenses incurred in connection with the pending divorce proceedings and shall hold the other party harmless from any liability therefor.

16. Each party shall be responsible for paying one-half (½) of the Court costs associated with the pending divorce proceedings.

17. Each party shall retain as their sole and separate property their respective articles of clothing, jewelry, and personal effects. All right, title and interest of Mr. Lowe in and to the household furnishings and personal property situated at 309 Canberra Court, or otherwise in the possession of Mrs. Lowe shall be, and is hereby, divested out him and vested absolutely in Mrs. Lowe with the exception of the items listed below, which Mr. Lowe shall receive as his sole and separate property:

a. Mr. Lowe's tools;
b. Honda lawn mower;
c. Weedeater;
d. Leaf blower;
e. Green couch in den;
f. Queen Anne desk and bench in den;
g. Refrigerator in shed;
h. Wing-back chair (from Mr. Lowe's family);
i. Mr. Lowe's guns;
j. Mr. Lowe's mother's diamond cluster ring;
k. Grill;
l. Stereo given to Mr. Lowe by his brother; and
m. Kitchen table and (6) chairs.

All right, title and interest of Mrs. Lowe in and to the household furnishings and personal property situated at Mr. Lowe's place of residence or otherwise in his possession shall be, and is hereby, divested out of her and vested absolutely in Mr. Lowe.

18. Except as otherwise provided herein, Mr. Lowe agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Mrs. Lowe harmless from any liability for such debts. Except as otherwise provided herein, Mrs. Lowe agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Mr. Lowe harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

19. Mr. Lowe shall assume sole and separate responsibility for paying all taxes, penalties and/or interest which may hereafter be finally determined to be due as a result of income earned and/or received by the parties or losses or deductions taken by the parties during

any year for which the parties file, or have filed, joint income tax returns, and shall hold Mrs. Lowe harmless from any liability therefor.

20. 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 the other party is 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, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

21. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

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

23. 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 Mrs. Lowe and Mr. Lowe, individually or jointly, or any property that either of them may acquire in the future.

24. Whenever Mr. Lowe is required by the terms of this Agreement to provide spousal or child support, to assume responsibility for paying certain debts and/or indemnify and hold Mrs. Lowe harmless from any liability therefor, such obligation shall be deemed to be a

support obligation under 11 U.S.C. § 523(5) which is not dischargeable in bankruptcy by Mr. Lowe as to Mrs. Lowe. Mr. Lowe hereby affirmatively acknowledges that such support obligation is necessary to ensure that all needs of Mrs. Lowe and the children are satisfied and that all support obligations, when viewed as a whole, are neither excessive nor unreasonable, under traditional concepts of support, given the past and future ability of Mr. Lowe to produce income.

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

26. Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or 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 the Agreement is fair and equitable. Each party acknowledges their right to have an attorney represent them in this matter. Any decision not to retain an attorney is made freely, voluntarily and with knowledge of the right to an attorney.

27. 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. 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 same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

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

29. 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.

30. 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.

31. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and with respect to child custody, child support and spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

32. This Agreement shall be construed under the laws of the State of Tennessee.

THIS AGREEMENT is executed in triplicate and an original of same is being retained by each party. The third original will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Sherrill W Lowe

SHERRILL W. LOWE

Billy E Lowe

BILLY E. LOWE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, Sherrill W. Lowe, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 7th day of August, 1995.

Notary Public

My commission expires: My Commission Expires MAR. 27, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand in NASHVILLE, Tennessee this 3 day of AUGUST, 1995.

Notary Public

My commission expires: NOV. 23, 1997

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

FILED
95 AUG 29 PM 4:34
RICHARD R. ROOKER, CLERK
D.C.

SHERRILL W. LOWE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 95D-786**
	)	
BILLY E. LOWE,	)	
	)	
Defendant.	)	

BOOK 11665 PAGE 173

AMENDMENT TO
MARITAL DISSOLUTION AGREEMENT

This Amendment to the Marital Dissolution Agreement signed by Sherrill W. Lowe on August 7, 1995, and by Billy E. Lowe on August 3, 1995 is made subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties executed a Marital Dissolution Agreement on August 3, 1995 and August 7, 1995, respectively; and

WHEREAS, the parties desire to amend that Marital Dissolution Agreement in certain respects as contained herein;

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. The parties agree that paragraph 2 of the Marital Dissolution Agreement executed by them, shall be, and is hereby, amended so as to read in its entirety as follows:

> 2. The parties are the parents of three (3) children, Meredith Whitney ("Whitney") Lowe, born April 30, 1983; Lindsay Elizabeth ("Lindsay") Lowe, born November 19, 1984; and William Tyler ("Tyler") Lowe, born April 25, 1987. The parties agree that absolute care, custody and control of Whitney, Lindsay and Tyler shall be, and is hereby, vested in Mrs. Lowe. Mr. Lowe shall have reasonable visitation privileges with the parties' children as follows:

(a) **Weekend Visitation.** Mr. Lowe shall have weekend visitation with the children every other weekend from 6:00 p.m. on Friday until the following Sunday evening at 6:00 p.m.

BOOK 11665 PAGE 174

(b) **Mid-Week Visitation.** Mr. Lowe shall have visitation with the children during the week at such times and under such circumstances as shall be mutually acceptable to the parties.

(c) **Summer Visitation.** Mr. Lowe shall have extended visitation with the children each summer for up to four (4) non-consecutive weeks, to be arranged by mutual agreement with Mrs. Lowe by May 1st of each year.

(d) **Christmas Visitation.** Mr. Lowe shall have visitation with the children during the Christmas holidays in odd-numbered years, beginning in 1995, from 10:00 a.m. on Christmas Day until 6:00 p.m. on New Year's Day. In even-numbered years, Mr. Lowe shall have visitation with the children from the time that school is dismissed for the Christmas holidays until 10:00 a.m. on Christmas Day.

(e) **Thanksgiving.** Mr. Lowe shall have visitation with the children during Thanksgiving holidays in odd-numbered years and Mrs. Lowe shall have the children during Thanksgiving holidays in even-numbered years. Thanksgiving holidays shall commence at the time the children get out of school on the Wednesday before Thanksgiving Day and shall end at 6:00 p.m. on the following Sunday.

Neither party shall allow any person of the opposite sex to whom he or she is not related by blood or marriage to spend the night with him or her in the presence of the children in inappropriate circumstances. Mrs. Lowe shall be entitled to claim

all three children as dependents for purposes of calculating her federal income tax obligation. Both parties shall have full access to all educational records and to all teachers and other persons involved in the children's educations. Mrs. Lowe shall not establish residence for herself and the children outside of Davidson County or any contiguous county without permission from Mr. Lowe or leave of Court.

2. Except as modified by the terms of this Amendment, all terms and provisions of the Marital Dissolution Agreement signed by Sherrill W. Lowe on August 7, 1995, and by Billy E. Lowe on August 3, 1995, shall remain in full force and effect.

SHERRILL W. LOWE

BILLY E. LOWE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, Sherrill W. Lowe, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 28th day of August, 1995.

Notary Public

My commission expires: My Commission Expires MAR. 27, 1999

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand in NASHVILLE, Tennessee this 25 day of AUG., 1995.

Notary Public

My commission expires: 11-22-97

It is further ORDERED, ADJUDGED AND DECREED that Plaintiff, Sherrill W. Lowe, shall be, and is hereby, awarded an absolute divorce from Defendant, that she be 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 child support required by the terms of this Order shall not be reduced or prorated unless specifically ordered by the Court.

It is further ORDERED, ADJUDGED AND DECREED that the amount of child support agreed upon between the parties conforms to the child support award guidelines established by the Department of Human Services pursuant to Tennessee Public Chapter 206, Acts of 1989.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed one-half (½) to each party.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

Enter this the 29th day of Aug, 1995.

Muriel Robinson Judge

APPROVED FOR ENTRY:

James G. Martin, III
Sup. Ct. No. 3083
FARRIS, WARFIELD & KANADAY
Nineteenth Floor
Third National Financial Center
424 Church Street
Nashville, Tennessee 37219
(615) 244-5200

Attorney for Plaintiff
Sherrill W. Lowe

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed first class, postage prepaid to Billy E. Lowe, Defendant, 8168 Stewarts Ferry Parkway, Hermitage, Tennessee, 37076, this 29th day of August, 1995.

James G. Martin, III

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 29 day of AUGUST , 19 95 , in the Case Number 95D786 between LOWE, SHERRILL W. Plaintiff, and LOWE, BILLY E. Defendant, as same remains of record in Vol. 247C , Page 1649 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 SEPTEMBER in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By _____ Deputy Clerk

95/17 0101 03CHECK 74.00