IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2001 DEC -5 PM 4:28

RICHARD R. ROOKER, CLERK

B. Rawls D.C. PICK-UP

BLENDA BOWMAN,
Wife,

v.

HAROLD L. BOWMAN,
Husband.

No. 01D-1979

Davidson County DEEDDIV
Recvd: 12/27/01 10:01 15pgs
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20011227-0142462

# FINAL DECREE OF DIVORCE

This cause came on to be heard on the 5th day of December, 2001 before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce, written notarized Marital Dissolution Agreement, and the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences in their marriage; that the parties have made adequate and sufficient provision, by written agreement, for the equitable settlement of all property rights existing between them; and that the said Agreement should be approved by the Court.

**IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED** that the Complainant Wife, BLENDA BOWMAN, shall be and she is hereby awarded an Absolute Divorce from the Defendant Husband, HAROLD L. BOWMAN, on the ground of Irreconcilable Differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement entered into by and between the parties shall be and it is hereby approved and ratified in full and in all respects by the Court and made a part of this Final Decree, and the said Agreement shall be given full force and effect in all respects between the parties hereto as an Order of this Court, the said Agreement being as follows:

**IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE**

| | | |
|---|---|---|
| BLENDA BOWMAN, | ] | |
| | ] | |
| Petitioner, | ] | |
| | ] | |
| vs. | ] | No. 01-D-1979 |
| | ] | |
| HAROLD L. BOWMAN, | ] | |
| | ] | |
| Respondent. | ] | |

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**MARITAL DISSOLUTION AGREEMENT**

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**THIS AGREEMENT**, is entered into by and between ***Harold L. Bowman***, (hereinafter referred to as "*Husband*"), and ***Blenda Bowman***, (hereinafter referred to as "*Wife*"), subject to the following premises, terms and conditions:

**WITNESSETH:**

**WHEREAS**, the parties have experienced marital difficulties in the past with the result of the *Wife* desiring to institute divorce proceedings against the *Husband* in the Courts of *Davidson County*, Tennessee; and

**WHEREAS**, by signing this Marital Dissolution Agreement the Wife and Husband waive further service and waive filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2); and the Wife withdraws her ground for divorce of inappropriate marital conduct, and the Husband withdraws his counter-complaint on the ground of inappropriate marital conduct; and

**WHEREAS**, it is the decision of the parties, insofar as they are able without the concurrence of a Court, to amicably settle

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 in effect 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. **CUSTODY:** The parties agree there are no children born of this marriage and none are expected.

2. ***REAL PROPERTY:***

A) The parties are the owners of a house and lot situated at 1048 Nesbitt Drive, Nashville, Davidson County, Tennessee, which is currently occupied by the Husband and sale of said residence is pending. The parties agree that upon the sale of said residence, the Wife shall receive the first $5,000.00 of the net proceeds at closing and the Husband shall receive any remaining net proceeds at closing.

B) The Wife shall retain all rights title and interest to the house and lot located at 312 Singer Drive, Madison, Davidson County, Tennessee which she owned prior to marriage to wit:

> Land in Davidson County, Tennessee, being Lot No. 138 on the Plan of Madison Park, Section 2, as of record in Book 3106, page 141, Register's Office for Davidson County, Tennessee, and described as follows:
>
> Said Lot No. 138 fronts 66 feet on the easterly side of Singer Drive and extends back 134.5 feet on the northerly line and 120.8 feet on the southerly line to a line in the rear on which it measures 90 feet.
>
> Being the same property conveyed to Blenda J. Flatt, Unmarried, by deed from Zula C. Staples, which is

recorded simultaneously herewith and of record in Book 8058, Page 358, Register's Office for Davidson County, Tennessee. The said Blenda Flatt and Blenda Bowman are one and the same person.

All rights and title to said real property shall divest from the Husband and vest into the Wife. Wife shall be responsible for any mortgage, taxes and maintenance expense on said real property and shall hold Husband harmless and indemnify him from the same.

C) The Husband shall retain all rights and title to the real property in Pell City, Alabama, which he owned prior to marriage, to wit:

Lot #3 in Block H, according to the survey of certain Avondale Mills' property in or near the city or town of Pell City, St. Clair County, Alabama, a map of which is recorded in Volume 1, page 42, in the office of the Judge of Probate of said County.

Subject to easements, restrictions and encumbrances of record.

All rights and title to said real property shall divest from the Wife and vest into the Husband. Husband shall be responsible for any mortgage, taxes and maintenance expense on said real property and shall hold Wife harmless and indemnify her from the same.

D) Wife shall retain all rights and title to the fourteen (14) acres of property in Overton County, Tennessee which she inherited during the marriage, to wit:

a) Lying and being in the 6th Civil District of Overton County and being more particularly described as follows:

Beginning at a stake on the South side of the County Road which runs from Livingston to the Fredonia Methodist Church, thence running Eastwardly with said road approximately 304 feet to a stake; thence Southwardly approximately 1,393 feet to a stake; thence Westwardly approximately 304 feet to a stake; thence Northwardly approximately 1,393 feet to a stake of the beginning, containing 9.7 acres more or less.

This being Lot #2 of the Charles A. Barnes homeplace, a drawing of said homeplace being attached hereto which indicates the divisions made, dividing said property into lots numbered 1 through 9, in accordance with the Last Will and Testament of Charles Allen Barnes.

Being the same property conveyed by warranty deed from John Allen Barnes, Norma Jean Huddleston and William Seymore Barnes, Co-Executors of the Estate of Charles Allen Barnes to Anna Jane Carr. Said deed is of record in Warranty Deed Book 224, Page 186, Register's Office,

Overton County, Tennessee and is the previous and last conveyance. Also being the same property conveyed to Blenda Bowman by Deed from Elizabeth Anderson, et als. of record in Warranty Deed Book 295, page 141, Register's Office for Overton County, Tennessee.

b) Lying and being in the 6th Civil District of Overton County and being more particularly described as follows:

Beginning at a wood post and being the Northwest corner of the lands herein described and the Northeast corner of the Bilbrey Cemetery, thence leaving the Bilbrey Cemetery South 83° 51' 47" East 246.53' to a ½" rebar, thence South 12° 57' 10" East 211.17' to ½" rebar, thence South 38° 53' 09" West 248.57' to ½" rebar in the Northeastern right of way of Carr Lane, thence with said right of way the following calls; North 56° 19' 50" West 39.58 to a ½" rebar, North 47° 30' 30" West 33.20' to ½" rebar, North 35° 01' 12" West 34.21' to a ½" rebar, North 24° 02' 03" West 33.07' to a ½" rebar, North 18° 35' 20" West 57.30' to a ½" rebar, North 15° 40' 52" West 134.07' to a ½" rebar, North 23° 31' 59" West 62.68' to a wood post and being the Southwest corner of Bilbrey Cemetery, thence leaving the right of way of Carr Lane and with Bilbrey Cemetery North 75° 27' 15" East 51.81' to a wood post, North 13° 24' 53" West 71.11' to a wood post and being the point of beginning, containing 2.05 acres more or less.

The lands described herein designated as Tract 5A of the Clayton Carr Heirs and being a portion of those lands conveyed by deed from Rosa M. Smith and J.B. Smith to Clayton Carr etux Anna Jane Carr which is recorded in Warranty Deed Book 107, Page 350 Register's Office, Overton County, Tennessee, which is the previous and last conveyance. This description taken from a survey by David A. Sell RLS 1795, dated 2-26-2001 and recorded in Plat Cabinet A, Folder 161-B, Register's Office Overton County, Tennessee, to which reference is here had. This description and survey subject to any and all right of ways, easements, restrictions and/or exceptions, recorded or unrecorded, which may affect this property. Also being the same property conveyed to Blenda Bowman by Deed from Elizabeth Anderson, et als. of record in Warranty Deed Book 295, page 147, Register's Office for Overton County, Tennessee.

c) Lying and being in the 6th Civil District of Overton county and being more particularly described as follows:

Beginning at an iron pin in the Southern right of way of Carr Lane and being the Northwestern corner of the lands herein described an in the line of Studer, thence with the right of way of said road the following calls; South 19° 55' 58" East 57.08 to a ½" rebar, South 15° 40' 52" East 134.83' to a ½" rebar, South 18° 35' 20" East 59.49' to a ½" rebar, South 24° 02' 03" East 37.39' to a ½" rebar, South 35° 01' 12" East 40.38' to a ½" rebar, South 47° 30' 30" East 38.80' to a ½" rebar, South 56° 19' 50" East 41.90' to a ½" rebar, South 58° 50' 36" East 152.87' to a ½" rebar, thence leaving the right of way of said road South 22° 59' 00" West 443.68' to a metal post in the line of King, thence with the line of King the following calls; North 70° 40' 00" West 101.85'

to a 20" poplar, North 76° 15' 45" West 38.31' to an iron pipe, North 76° 36' 57" West 57.26' to a painted stone and being a corner of Cummins, thence with the line of Cummins North 01° 18' 29" East 319.79' to an iron pin and being a corner of Studer, thence with 12° 25' 54" East 174.92' to an iron pin, North 13° 20' 06" East 171.85' to an iron pin and being the point of beginning, containing 3.83 acres more or less.

The lands described herein designated at Tract 5 of the Clayton Carr Heirs and bing a portion of those lands conveyed by deed from Rosa M. Smith and J.B. Smith to Clayton Carr etux Anna Jane Carr which is recorded in Warranty Deed Book 107, Page 350 Register's Office, Overton County, Tennessee, which is the previous and last conveyance. This description taken from a survey by David A. Sells RLS 1795, dated 2-26-2001 and recorded in Plat Cabinet A, Folder 161-B, Register's Office Overton County, Tennessee, to which reference is here had. This description and survey subject to any and all right of ways, easements, restrictions and/or exceptions, recorded or unrecorded, which may affect this property. Also being the same property conveyed to Blenda Bowman by Deed from Elizabeth Anderson, et als. of record in Warranty Deed Book 295, page 152, Register's Office for Overton County, Tennessee.

All rights and title to said real property shall divest from the Husband and vest into the Wife. Wife shall be responsible for any mortgage, taxes and maintenance expense on said real property and shall hold Husband harmless and indemnify him from the same.

3. ***TAX FREE EXCHANGE:*** 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 division of property by co-owners.

4. ***AUTOMOBILES:***

(a) All rights, title and interest of the Husband in and to the 1999 Toyota Avalon operated by the Wife shall be, and is hereby divested out of the Husband and is vested absolutely in the Wife, free of any claim by the Husband. The Wife shall assume sole responsibility for paying the indebtedness of said vehicle and shall be responsible for all insurance premiums associated with said vehicle and shall hold the Husband harmless and indemnify him from any and all liability and indebtedness relating to such vehicle.

5. ***INTANGIBLE PERSONAL PROPERTY:*** Except as otherwise provided

in this Agreement, each party hereby relinquishes any claim he or she may have in and to the proceeds of the checking, savings, pension, retirement, 401K, cash values of any life insurance premiums, or other accounts styled in the individual names 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. Further, Husband shall receive any interest in his corporation, Smart Tech 21, Inc., and Wife is no longer an officer or director in the same and Husband holds Wife harmless on any obligation arising out of the corporation.

6. ***TANGIBLE PERSONAL PROPERTY:***

(a) In addition to those items of personalty currently in her possession, Wife shall retain as her sole and exclusive property the following household furnishings and personal property from the Nesbitt Drive residence, free from of any claim of the Husband, along with those already in her possession to wit:

beige bed spread
back massager
27 inch T.V.
women's bike
chest that she is refinishing
queen bed
½ plants
one wrought iron patio chair
swing in tree
wheel barrel
trampoline
electric trimmer
old school desk
four-foot step ladder
½ jar/canning items
one water hose & holder
metal shelves in basement
freezer
child's desk & chair
dog and doghouse
blue metal clothes rack
tables in sunroom
one kitchen table and four chairs from the playroom
all the tables Bobby made for her
blue table in Darrel's room and 2 wooden lamps
carpet in basement

(b) The Husband shall retain the remaining furnishings at the Nesbitt Drive residence and the following specific household

furnishings and personal property, free from of any claim of the Wife, to wit:

six-foot step ladder
½ jar/canning items
one water hose and holder
coffee table in the sun room
2 king size beds
kitchen table and four chairs from sun room
nick-nack self in sun room
one wrought iron patio chair

c) Each party shall retain as his or her sole and separate property, all respective articles of clothing and jewelry, free of any claim by the other party.

(d) Each party relinquishes any claim against the other for items of tangible personal property not in their possession, lost, altered or broken.

(e) Wife shall have thirty (30) days of signing of the Marital Dissolution Agreement in which to retrieve above listed items from the Nesbitt Drive residence and Husband shall not damage, destroy, nor dispose of said items in 6(a) pending retrieval by the Wife.

7. ***ALIMONY and SPOUSAL SUPPORT:*** The parties expressly waive their rights to receive alimony, periodic and/or permanent, and spousal support from the other.

8. ***RELEASE FROM OBLIGATIONS.*** Immediately upon execution of this Agreement, both parties agree to obtain the other's release from any and all guaranties, promissory notes, general collateral agreements and similar instruments which they have signed, when allowed by the Creditor, and released from any and all liabilities and debts from which they are responsible as a result of debts incurred by the other party. Both parties further agree to indemnify and hold each other harmless from any and all liability relating to such debts.

9. ***DEBTS AND OBLIGATIONS:*** Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her, and further agrees to hold the other

party 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. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party 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 as to the other party.

(a) Notwithstanding the aforementioned paragraph 9, the Husband shall be responsible for the following debts and shall hold the Wife harmless from the same, to wit:

Any personal or corporate obligation or debt to the IRS.

10. ***CLAIM BY CREDITORS***. 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 other 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.

11. ***TAXES:*** Each party agrees that they shall file individual federal and/or state income tax returns for the calendar year 2001 and that any tax liability for calendar years of the marriage, shall be borne by the party to whom the deficiency of payment is assessed based upon their individual filing and payment for said year. Neither shall be obligated to contribute to any tax liabilities, individual or corporate, for the other.

12. ***ATTORNEY'S FEES:*** Each party shall be responsible for his or her respective attorney's fees, and Mr. Harold L. Bowman, Defendant, shall be responsible for any additional court costs.

13. ***LEGAL PROCEEDINGS:*** In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions 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.

14. ***INCORPORATION:*** 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.

15. ***FINAL SETTLEMENT.*** It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights, support rights and obligations of the respective parties heretofore 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, real, personal or mixed, including, without limitation, dower curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance and/or decent or distribution (past, present or future), or right to act as administrator or executor of the other's estate 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.

16. ***BINDING EFFECT:*** This Agreement shall be binding upon and inure to the benefit of the parties hereto, personal representatives, heirs and assigns.

17. ***FULL DISCLOSURE.*** 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.

18. ***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 in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

19. ***CONDUCT OF PARTIES:*** From this date, the parties shall continue to live apart and each is free from the control and authority of the other. Each may engage in any business or employment for his or her separate benefit and may conduct themselves as if they were unmarried. Neither party shall molest, bother or harm the other.

20. ***MISCELLANEOUS.***

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

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

(c) 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, deeds, releases, titles, documents, etc. necessary or required in order to implement the terms of this Agreement.

(d) This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, or by Court Order, and this requirement cannot be waived by oral agreement.

**THIS AGREEMENT** being executed on this the 21st day of November, ~~2000~~ 2001 for the *Wife*, and on this the 21st day of November, ~~2000~~ 2001, for the *Husband*.

By: Blenda Bowman
BLENDA BOWMAN

By: Harold L Bowman
HAROLD L. BOWMAN

**STATE OF TENNESSEE]**
**COUNTY OF DAVIDSON]**

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, ***HAROLD L. BOWMAN*** known to me to be the person whose name is subscribed to the within instrument and acknowledged that *he* executed the foregoing instrument for the purposes contained therein.

**WITNESS** my hand and official seal at Goodlettsville, Tennessee, on this the 21st day of November, 2001.

J. Carlton Drummwright
**NOTARY PUBLIC**

My Commission Expires: 9/24/05

J. CARLTON DRUMMWRIGHT
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

**STATE OF TENNESSEE]**
**COUNTY OF DAVIDSON]**

Sworn to and subscribed before me, the undersigned, a Notary Public in and for said County and State, ***BLENDA BOWMAN***, known to me to be the person whose name is subscribed to the within instrument and acknowledged that *she* executed the foregoing instrument for the purposes contained therein.

**WITNESS** my hand and official seal at Goodlettsville, Tennessee, on this the 21st day of November, 2001.

J. Carlton Drumwright
**NOTARY PUBLIC**

My Commission Expires: 9/24/05

J. CARLTON DRUMWRIGHT
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Wife, Blenda Bowman, shall be and she is hereby restored to her former name of BLENDA JANE FLATT.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Husband, Harold L. Bowman, shall be responsible for paying any unpaid court costs in this cause.

For all of which execution may issue if necessary.

The addresses of the parties are as follows:

1. BLENDA BOWMAN
   312 Singer Drive
   Madison, TN 37115

2. HAROLD L. BOWMAN
   1048 Nesbitt Drive
   Nashville, TN 37207

**ENTER** this 5th day of December, 2001.

**MURIEL ROBINSON**
**JUDGE OF FOURTH CIRCUIT COURT**

**APPROVED FOR ENTRY:**

**JAMES R. TOMKINS, 11161**
**ATTORNEY FOR WIFE**
**GLASGOW & VEAZEY**
**222 SECOND AVENUE NORTH, SUITE 312**
**NASHVILLE, TN 37201**
**(615) 244-4693**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of the foregoing has been forwarded to Mr. Russell E. Freeman, Attorney at Law, Haynes & Freeman, P. O. Box 527, Goodlettsville, TN 37072 on this 3rd day of December, 2001.

**JAMES R. TOMKINS**

**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 05 day of DECEMBER , 2001 , in the Case Number 01D1979 between BOWMAN, BLENDA JANE CARR Plaintiff, and BOWMAN, HAROLD L. Defendant, as same remains of record in Vol. 2929 , Page 538451 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 27 day of DECEMBER in the year two thousand one and in the 225th year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk

SEAL

