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2003 SEP -2 PM 3:46
RICHARD R. ROOKER, CLERK
D.C.

IN THE SECOND COURT FOR DAVIDSON COUNTY, TENNESSEE

LESLIE CLARENCE BARNES,

Plaintiff,

vs.

MARIA CRISTINA BARNES,

Defendant.

No. 02D-990

Notice of Entry Request

FINAL DECREE OF DIVORCE

This cause came to be heard on the 27th day of August, 2003, before the Honorable Marietta Shipley, Judge of the Second Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed on April 23, 2002; and the Amended Complaint for Divorce Filed on July 11, 2003, and the parties' Marital Dissolution Agreement, and the entire record herein, from all of which the Court finds that the parties have irreconcilable differences. The Court further affirmatively finds that the Marital Dissolution Agreement makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties.

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiff, Leslie C. Barnes, is awarded an absolute divorce from the Defendant, Maria C. Barnes, and the parties are restored to all of the rights and privileges of unmarried persons.

The Marital Dissolution Agreement executed by the parties is approved and made the Judgment of the Court and is incorporated herein as follows:

Davidson County DEEDDIV
Recvd: 09/24/03 14:29 14pgs
Fees:72.00 Taxes:0.00
20030924-0141608

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

FILED
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RICHARD R. ROOKER, CLERK
D.C.

LESLIE CLARENCE BARNES, JR.
Plaintiff

vs.

DOCKET NO. 02D-990

MARIA CRISTINA BARNES,
Defendant

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Maria Cristina Barnes, hereinafter referred to as the "Wife", and Leslie Clarence Barnes, Jr., hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Husband in the Second Circuit Court for Davidson County, Tennessee, and docketed at number 02D-990, to which reference is specifically made; and,

WHEREAS, there are no children born of this marriage; and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. 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.

2. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

3. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Wife shall keep as her sole property the 2002 Chevrolet Cavalier automobile which she drives as her vehicle, titled in the Wife's name, free and clear of any interest or claim of the Husband. The Wife agrees to indemnify and hold the Husband harmless from any liability for the encumbrance on this vehicle.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Husband shall own as his sole property the following: the kitchen table and four (4) chairs; the washer and dryer; the refrigerator; the living room suit which includes a couch, end tables, lamps, and chairs; Antique lamp table; bedroom suit which includes a chest of drawers, bed, and papasan chair; a television and V.C.R.; work related tools, paint brushes, and gardening tools; and his personal items including clothes, toiletries, jewelry, etc. It is further agreed by and between the parties that all other items of personal property owned by the parties shall be and become the sole

property of the Wife, free and clear of any interest or claim of the Husband. It is agreed between the parties that the Husband shall retrieve his personal property from the marital residence on Wednesday, August 27, 2003 on or about 2:30 p.m. Wife agrees to have a family member present during this time of removal of personal property and to not be present at the marital residence when the Husband is at the residence removing his personal property.

c) Bank Accounts. It is agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names.
It is agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they have no joint bank accounts.

4. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that he might have in the real property owned by the parties located at 7806 Sawyer Brown Road, Nashville, Davidson County, Tennessee, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be divested from Husband and reinvested in the wife. The property is more particularly described as follows:

Lot 5-B Clunan Heights Section 2 Zone Lot DIV.

It is further agreed by and between the parties that the Wife shall be solely responsible for the encumbrance on the aforesaid real property and that Wife shall indemnify and hold the Husband harmless thereon. Said property is already titled in Wife's sole name. In exchange for the division of real property the Wife agrees to pay the Husband $3,500.00 as his division of marital real

property. Wife shall pay Husband $2,000.00 upon execution of this Marital Dissolution Agreement. Thereafter Wife shall pay the remaining $1,500.00 in increments of $500.00 per month every thirty (30) days for three (3) months thereafter to Husband's Attorney payable to Cynthia J. Bohn, at 545 Mainstream Drive, Suite 320, Nashville, TN 37228.

5. RETIREMENT PLANS.

The parties acknowledge that the Wife has acquired a retirement/pension/profit sharing plan as a result of her employment. It is agreed by and between the parties that the Husband shall relinquish any claim or interest that he might have in the retirement/pension/profit sharing plan of the Wife. It is agreed by and between the parties that the interest of the Husband in the retirement/pension/profit sharing plan of the Wife shall be divested from him and reinvested in the Wife, so that the Wife shall own her retirement/pension/profit sharing plans as her sole property, free and clear of any interest or claim of the Husband.

6. MARITAL DEBTS.

It is agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

7. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

8. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

9. ATTORNEY FEES.

It is agreed by and between the parties that the parties shall each pay their own attorney fees for representation in this matter.

10. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed equally to the parties.

11. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

12. MAIDEN NAME RESTORED.

It is agreed by and between the parties that upon entry of a Final Decree of Divorce incorporating this Agreement, the Wife shall be restored to her maiden name of Talero, so that her legal name shall be Maria Cristina Talero.

13. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

14. ESTATE WAIVER.

It is agreed by and 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 others property, including without limitation, dower, courtesy, 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

15. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

16. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

17. NO OTHER ASSETS.

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

18. NO UNDUE INFLUENCE.

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 the Agreement is fair and equitable and that it is being entered into voluntarily.

19. SEVERABILITY.

In the event that 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.

20. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

21. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This

financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

22. 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.

32. 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.

WITNESS OUR HANDS, this 27 day of August; 2003, as to the Wife, and this 27 day of August; 2003, as to the Husband.

MARIA C. BARNES

LESLIE C. BARNES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Maria C. Barnes, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 27 day of August, 2003.

NOTARY PUBLIC

My Commission Expires: 1/27/07

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Leslie C. Barnes, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 27 day of August, 2003.

NOTARY PUBLIC

My Commission Expires: 1/27/07

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IT IS FURTHER ORDERED AND ADJUDGED that the costs shall be assessed equally between the parties, for which execution may issue if necessary.

The current addresses of the parties are:

Maria C. Barnes; 7806 Sawyer Brown Road, Nashville, Tennessee 37221.

Leslie C. Barnes; c/o Cynthia J. Bohn, 545 Mainstream Drive, Suite 320, Nashville, Tennessee 37228.

ENTER this 9 day of September, 2003.

MARIETTTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

CYNTHIA J. BOHN, BPR #16592
Attorney for Husband
545 Mainstream Drive, Ste. 320
Nashville, TN 37228

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing final decree of divorce was forwarded by US First Class Mail, to John D. Moore, P.O. Box 209, Blodell, MO 63824, this the 27 day of August, 2003.

CYNTHIA J. BOHN

CERTIFICATE OF SERVICE

DOCKET NO. 02D-990

Pursuant to Rule 58(3) of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 3rd day of September, 2003.

RICHARD R. ROOKER, Circuit Court Clerk

By: _____
Deputy Clerk

Cynthia J. Bohn, Attorney
545 Mainstream Drive, Suite 320
Nashville, Tennessee 37228

John D. Moore, Attorney
P. O. Box 209
Blodell, MO 63824

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 SECOND Circuit Court for Davidson County, Tennessee, on the 02 day of SEPTEMBER , 2003 , in the Case Number 02D990 between BARNES, LESLIE CLARENCE, JR. Plaintiff, and BARNES, MARIA CRISTINA Defendant, as same remains of record in Vol. 5489 , Page 1236648 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 18 day of SEPTEMBER in the year two thousand three and in the 227th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

