FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2002 AUG 15 PM 4:06

RICHARD R. ROOKER, CLERK

B Robinson D.C.

KRISTIN LYNN BARLOWE,

Plaintiff,

vs.

NATHAN LAMAR BARLOWE,

Defendant.

DOCKET NO. 02D-686

Davidson County DEEDDIV
Recvd: 05/11/05 14:29 9 pg:
Fees:47.00 Taxes:0.00
20050511-0053290

FINAL DECREE OF DIVORCE

This cause came to be heard on the 14th day of August, 2002, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Divorce filed herein on the grounds of irreconcilable differences, the parties having entered into a notarized Marital Dissolution Agreement submitted to the Court for review and approval, the sworn testimony of the Plaintiff in open Court, the statements of counsel, and the entire record herein, from all of which the Court finds that the allegations of the Complaint are sustained by the proof; that is, that the parties have irreconcilable differences. The Court further finds that the Marital Dissolution Agreement makes equitable settlement of any property rights between the parties.

IT IS THEREFORE ORDERED that the Plaintiff, Kristen Lynn Barlowe, be and is hereby awarded an absolute divorce from the Defendant, Nathan Lamar Barlowe;

IT IS FURTHER ORDERED that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the order of this Court and is in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2002 JUL 30 PM 2:27
RICHARD R. ROOKER, CLERK

KRISTIN LYNN BARLOWE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**Docket No. 02D686** D.C.
	)	
NATHAN LAMAR BARLOWE,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between KRISTIN LYNN BARLOWE, (hereinafter referred to as "WIFE") and NATHAN LAMAR BARLOWE, (hereinafter referred to as "HUSBAND") subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS the parties have experienced marital difficulties in the past with the result that Wife instituted divorce proceedings against Husband.

WHEREAS it is the decision of the parties insofar as they are able, with the concurrence of the Court, to amicably settle their differences in respect to all property rights, support obligations, obligations for payment of debt 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 intentions that such contract will be effected with respect to all of their property and other matters of concern.

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. DIVORCE. Wife shall be awarded an absolute divorce from Husband on the basis of irreconcilable differences. There are no minor children born of this marriage.

2. VENUE AND SERVICE OF PROCESS. Each of the parties hereby acknowledge that a divorce action is pending under the above style and docket number in the Fourth Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Wife is represented by attorney Beth

KLB
NLB

Boone, and the Husband is not represented.

3. HOUSEHOLD GOODS AND FURNISHINGS. The parties have previously divided the household goods and furnishings, except Husband is awarded the parties' patio grill still in possession of Wife. Each party is awarded those items in his or her respective possession and neither shall make claim against the other for those items in his or her respective possession and neither shall make claim against the other for items which are not in the party's respective possession.

4. REALTY. The parties own a marital residence located at 306 South 17th Street, Nashville, Tennessee, 37206. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being the north 50.0 feet of Lot No. 89, on the Map of Edgefield Land Company's First Addition, of record in Book 57, page 130, Register's Office for Davidson County, Tennessee.
>
> Said part of Lot No. 89 fronts 50.0 feet on the westerly margin of South 17th Street and extends back between parallel lines with the southerly margin of an alley, 150.0 feet to another alley in the rear.
>
> Being the same property conveyed to Steven M. Ford and Regina M. Warner and James Turner, by deed from Louis T. Lester and wife, Bonnie F. Lester, of record in Book 11021, page 150, Register's Office in Davidson County, Tennessee.
>
> Being the same property conveyed to Kristin Barlowe and husband, Nathan Barlowe, by warranty deed from Steven M. Ford and Regina M. Warner and James Turner, of record as Instrument Number 200003060022063, Register's Office in Davidson County, Tennessee.

The parties agree that the Wife shall be awarded all right, title and interest in and to the foregoing property subject to Husband's marital interest set forth below. Subject to said marital interest, all right, title and interest in the above-described property shall be divested out of the Husband and shall be vested solely in the Wife. The Wife shall be responsible for the outstanding indebtedness owed on said property and all other expenses associated therewith, including but not limited to, mortgage payments, taxes, utilities, maintenance and upkeep, and shall indemnify and hold the Husband harmless thereon.

In recognition of Husband's marital interest in said property, Wife has credited Husband's indebtedness towards marital debt by the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00).

5. AUTOMOBILES. All right, title, and interest to Husband's automobile, 2000 Ford Van, shall be divested out of Wife and vested solely in Husband. He shall be liable for

all expenses and indebtedness against his automobile and Wife shall be held harmless. All right, title, and interest to Wife's automobile, 1995 Ford Explorer, shall be divested out of Husband and vested solely in Wife. She shall be liable for all expenses and indebtedness against her automobile, and Husband shall be held harmless.

6. ACCOUNTS. Wife is awarded all accounts in her name free and clear of any claims by Husband, and Husband is awarded all accounts in his name free and clear of any claims by Wife.

7. MEDICAL, DENTAL AND HOSPITALIZATION INSURANCE. Each party shall provide his or her own respective medical, dental and hospitalization insurance as he or she elects at his or her respective expense.

8. ALIMONY. Neither party shall pay alimony to the other.

9. DEBTS. Husband shall pay to Wife the amount of Six Thousand Two Hundred Fifty Dollars ($6,250) for repayment of his individual debt (associated with his band Luna Halo) owed to Wife. Said payments shall be made a monthly basis, in the amount of $500 per month, beginning September 1, 2002. This outstanding amount is the total owed after the Husband has been credited One Thousand Two Hundred Fifty Dollars ($1250) for his share of equity in the marital home.

10. TAXES. Wife has previously paid $3,000 in estimated taxes for tax year 2001. Wife has also paid an accountant to prepare parties' 2001 joint income tax return. Parties agree that any and all tax obligations, penalties, and /or returns due to or owing by the parties will be divided equally between the Husband and Wife.

11. ATTORNEY'S FEES. Wife shall pay attorney fees to Beth Boone for her representation of her in this cause.

12. COURT COSTS. The costs of this cause shall be paid by the Wife.

13. CREDITOR CLAIMS. 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.

14. ENFORCEMENT. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement and the claim is upheld by a court of competent jurisdiction, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

15. EFFECT OF AGREEMENT. This agreement shall be introduced in proceedings in the Fourth Circuit Court for Davidson County pending the Final Decree of divorce between the parties. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

16. FINAL SETTLEMENT. Each party has had an opportunity to consult with counsel prior to entering into this written Marital Dissolution Agreement. This agreement is executed after review with and after the receipt of advice of counsel and 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 full and complete 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 Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

17. ACKNOWLEDGMENT. 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.

18. BENEFICIARY REVOCATION. The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

19. ENTERED INTO FREELY. 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 and with advise of counsel.

20. 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.

21. VALIDITY. In the event any provision that this agreement shall be held invalid by Court of competent jurisdiction, such individual provision shall not effect other provisions of this agreement, such provisions being severable.

22. DOCUMENTS. It is understood and agreed between the parties that, as a part of the consideration of 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.

23. WRITTEN CHANGES. 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. This agreement will be tendered to the Court as part of the Final Decree of divorce between the parties.

24. CONSTRUCTION. This agreement shall be construed under the laws of the State of Tennessee.

DATE: July 22, 2002

KRISTIN LYNN BARLOWE
"WIFE"

DATE: July 22, 2002

NATHAN LAMAR BARLOWE
"HUSBAND"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Be it remembered that on this date, before the undersigned, a Notary Public in and for the said County and State, personally came the above named KRISTIN LYNN BARLOWE, who acknowledged the signing of the foregoing MDA to be her voluntary act and deed for the use and purposes therein mentioned.

WITNESS my hand and official seal this 24th day of July, 2002.

NOTARY PUBLIC

My Commission Expires: 7-30-03

DE PINNA
35 PICCADILLY
LONDON
W1V 0PJ

KINGDOM OF ENGLAND
STATE OF ~~CITY OF LONDON~~)
COUNTY OF _____)

Be it remembered that on this date, before the undersigned, a Notary Public in and for the said ~~County and State~~ Kingdom and city, personally came the above named NATHAN LAMAR BARLOWE, who acknowledged the signing of the foregoing MDA to be his voluntary act and deed for the use and purposes therein mentioned.

WITNESS my hand and official seal this 22nd day of July, 2002.

NOTARY PUBLIC
ELEANOR FOGAN
Notary Public of London, England
(My Commission Expires at death)

My Commission Expires: _____

KLB
NLB

IT IS FURTHER ORDERED that each of the parties shall be responsible for their own attorney's fees; and

IT IS FURTHER ORDERED that all right, title and interest of Husband in realty at 306 South 17th Street, Nashville, Tennessee, 37206, is divested out of the Husband and vested solely in Wife, Kristin Barlowe; and

IT IS FINALLY ORDERED that the Wife shall be responsible for the court costs of this cause.

ENTERED this the 15th day of August, 2002.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

WILLIS & KNIGHT

Beth Boone BPR #19306
215 Second Avenue North
Nashville, Tennessee 37201
(615) 259-9600

ATTORNEY FOR WIFE

CERTIFICATE OF SERVICE

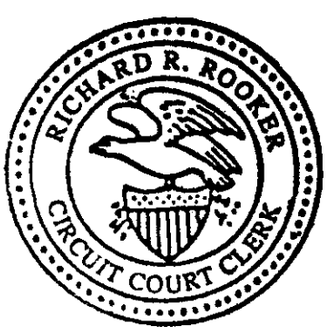
I hereby certify that a true and correct copy of the foregoing document has been forwarded to Defendant Nathan Lamar Barlowe, 4205 Elkins Avenue, Nashville, TN, 37209, on this the 14th day of August, 2002.

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 15 day of AUGUST , 2002 , in the Case Number 02D686 between BARLOWE, KRISTIN LYNN Plaintiff, and BARLOW, NATHAN LAMAR Defendant, as same remains of record in Vol. 4638 , Page 856282 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 11 day of MAY in the year two thousand five and in the 228th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk