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**IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE**
**AT NASHVILLE**

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After Recording Return to:
Jack Case Wilson Title Assoc.
7100 Executive Ctr. Dr., #150
Brentwood, TN 37027
B-5030

COLLEEN ANN MCFARLAND )
)
Plaintiff, )
)
vs. ) Docket No. 05D-2658
)
TIMOTHY B. CRAVEN ) NOTICE OF ENTRY REQUESTED
)
Defendant. )

D.C.

## FINAL DECREE OF DIVORCE

This cause came to be heard on the 25th day of October, 2005, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Nashville, Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce, submission to the Court of a duly executed Marital Dissolution Agreement, and the entire record. From all of which the Court finds that the Wife should be awarded an absolute divorce upon the grounds of irreconcilable differences. The Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between parties.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the Wife, Colleen Ann McFarland, should be and is hereby granted an absolute divorce from the Husband, Timothy B. Craven, upon the grounds of irreconcilable differences, and that she should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED, and DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court, and more particularly set out as follows, to wit:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

FILED
2005 AUG 29 PM 4:19
RICHARD R. ROOKER, CLERK
D.C.

COLLEEN ANN McFARLAND )
Plaintiff, )
)
vs. ) Docket No. 05D-2658
)
TIMOTHY B. CRAVEN )
Defendant. )

## MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between COLLEEN ANN McFARLAND, referred to herein as Wife, and TIMOTHY B. CRAVEN, referred to herein as Husband;

**WITNESSETH:**

WHEREAS, the Husband and Wife were married on October 18, 1997, and resided together in that relationship until their separation in June 2005; and,

WHEREAS, the Wife has filed on July 25, 2005, in the Circuit Court of Davidson County, Tennessee, a suit for divorce styled COLLEEN McFARLAND V. TIMOTHY B. CRAVEN, Docket No. 05D-2658, seeking an absolute divorce;

WHEREAS, the parties desire to enter into the following agreement as a complete and final settlement with respect to the division of their property and their financial obligations;

NOW, THEREFORE, in consideration of these premises, the Husband and Wife agree as follows:

1. **REAL ESTATE:**

The marital residence located at 2105 Sherbrooke Lane, Nashville, TN 37211 is awarded to the Husband. Wife is divested of all right, title and interest in said

property, and all right, title and interest in said property is vested solely in Husband, who shall be solely responsible for all liability relative to the ownership of said property for all of which Husband indemnifies Wife and holds her harmless for the payment of said debt. The mortgage has been refinanced in Husband□s name, individually. Within a period of twelve (12) months of the date of the entry of the final decree of divorce Husband shall pay to the Wife the sum of THIRTEEN THOUSAND SEVEN HUNDRED NINETY-NINE DOLLARS ($13,799.00) plus interest of 5% per annum, representing her share of the equity in the house. Wife shall have a lien on the property to secure the payment of this debt.

Wife will be purchasing a condominium within the next few weeks. The closing is schedule to take place September 9-15, 2005. This property shall be the sole and separate property of the Wife free of any claim by the Husband. Wife shall be responsible for all liability relative to the ownership of said property for all of which she indemnifies Husband and holds him harmless. Each of the parties shall execute quitclaim deeds to the other at the closing. Wife□s attorney shall prepare any deeds not prepared by the lenders. Husband shall pay directly to Wife the sum of $1,105.00 for moving expenses.

Beginning on August 1, 2005 Wife shall continue exclusive occupancy of the marital residence until she is able to move to her new residence. Each of the parties shall be responsible for the payment of one-half the following household expenses due for the month of August: garbage pickup, homeowner□s fee, and utilities, including electric, gas, water and telephone. These utilities have been transferred to Husband□s name. In the event that the Wife continues to occupy the residence for any portion of September, she will be responsible for a portion of one-

half these bills pro rated to the length of her occupancy in September. Wife shall vacate the marital residence on or before the last day of September.

**2. PERSONAL PROPERTY:**

The parties have divided their personal property in a mutually acceptable manner. The following items are awarded to the Wife as her sole and separate property and Husband relinquishes and waives all rights to and ownership of said property:

Coffee maker/carafe
Selected lamps and pictures
Guest bathroom shower curtain, rugs, linens
Small Sony television
DVD player
Bathroom hamper/laundry basket
Tan wicker line rack in walk-in closet
Small white cabinets in master walk-in closet
Selected dishes, utensils, pots, pans
Assorted tools (hammer, screwdriver)
Adjustable ladder
Bissell power steamer
Hoover vacuum cleaner
Living room love seat, chair, couch and tables
Dining room furniture/rug
Chaise lounge
Two larger bookshelves in piano room
One small bookshelf in guest room
Small antique tables
Bedroom suite/rugs
Living room rug
Rug in foyer
Large floral rugs
Drapes
Four cats
George Foreman grill
Paper shredder

Antique screen
Cherry bar stools
Personal office equipment/furniture/software/drives
Taylor acoustic guitar
Upright piano
Roland RD 600 keyboard/stand
Music stand
Dan electro amplifier
Assorted cables
Three (3) microphones with stands
Two guitar stands
Selected books and CD□ s and DVDs
Personal items and clothing
Masters of all of Wife□ s previous recordings
Back up of Wife□ s current CD project and demon recording to DVD

All other items in the marital residence are awarded to the Husband as his sole and separate property and Wife relinquishes and waives all rights to and ownership of said property.

3. **AUTOMOBILES:**

The 1999 Nissan Altima automobile, titled in the name of the Husband, is vested in the Husband and the Wife is divested of any interest therein. Husband shall be responsible for all liability relative to the ownership of said vehicles, including insurance beginning August 1, 2005, for which he indemnifies the Wife and holds her harmless for the payment thereof.

The 2002 Saturn Vue automobile, titled in the names of the parties jointly, is vested in the Wife and the Husband is divested of any interest therein. Wife shall be responsible for all liability relative to the ownership of said vehicle, including insurance beginning August 1, 2005, for which she indemnifies the Husband and holds him harmless for the payment thereof.

There is no lien on either vehicle.

4. **BUSINESS AND PROFESSONAL ASSETS:**

Wife relinquishes and waives all right to and ownership of any interest in Husband recording business known as GenX Studios including any income relative thereto either now or at any time in the future.

Husband relinquishes and waives all right to and ownership of any interest in Wife□ s intellectual property created during the marriage and any income either now or at any time in the future relative to songs written or recorded by her.

5. **BANK/MONEY MARKET ACCOUNTS:**

Each of the parties is awarded any checking account and/or money market account in his/her individual name, free of any claim by the other. There are no joint accounts.

6. **INVESTMENT ACCOUNTS:**

The Wife is awarded all investment/retirement accounts titled in her name individually and Husband relinquishes and waives all interest or ownership of said accounts.

The Husband is awarded all investment/retirement account title in his name individually and Wife relinquishes and waives all interest or ownership of said accounts.

7. **INSURANCE**

Wife shall purchase health insurance coverage for herself effective August 1, 2005.

8. **DEBTS:**

The Wife shall be solely responsible for the payment of the ATT credit card account for which she indemnifies Husband and holds him harmless for the payment thereof. Husband shall be responsible solely responsible for the payment, in a

timely manner, of the parties joint Citicard account in the approximate principal sum of NINE THOUSAND ($9.000.00) for which he indemnifies Wife and holds her harmless. Husband shall transfer this balance to a credit card in his individual name prior to Wife's condominium closing date scheduled for September 9-15, 2005.

Each of the parties shall pay any additional debts incurred by him/her and each indemnifies the other for the payment of debts incurred for his/her benefit.

The parties are not aware of any joint debts other than those specifically referenced in this agreement. In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by law, contract or pursuant to the terms of this Agreement, the party against whom the 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.

**9. INCOME TAX:**

If there is a deficiency assessment in connection with any joint federal income tax return filed by the parties, the amount ultimately determined to be owed thereon shall be borne by the party whose deduction, income, or erroneous reporting resulted in the deficiency assessment.

**10. ALIMONY:**

The Husband shall pay directly to the Wife the sum of SIX HUNDRED DOLLARS ($600.00) per month as alimony beginning on the first day of October, 2005 and continuing on the fist day of each month thereafter for a total of twenty-four months ending on the first day of July 2007 or upon the death or remarriage of the Wife, whichever even occurs first. The alimony payment shall be a deduction to Husband and income to the Wife on the individual income tax return of each.

**11. REPRESENTATION, ATTORNEY□S FEES, EXPENSES AND COSTS:**

The Wife has been represented by ROBERT J.TURNER. The Husband has been advised to seek legal counsel and has either done so or has chosen to represent himself in the negotiation of this agreement. The parties shall each pay all legal attorneys□ fees, and any other professionals□ fees, incurred by him and by her respectively in regards to this divorce case with the exception of a payment of $750.00 by the Husband to the Wife for his portion of fee prepaid by Wife to be paid before the date of the final decree of divorce. The parties acknowledge that neither is relying on any tax advice of their respective attorneys and that they have been advised to seek counseling from an accountant or tax attorney regarding the terms of this agreement. Upon the entry of a final decree of divorce, the attorneys of record in this cause will be released from further responsibility in this action and shall be released as surety for any future costs.

**12. FUTURE INDEBTEDNESS:**

From the date of the execution of this agreement, neither party shall incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required, voluntarily or involuntarily, to pay a debt incurred by the other, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys□ fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

**13. SEVERABILITY:**

In the event any provisions of this Agreement shall be invalid or determined invalid by a court of competent jurisdiction, such invalid provision shall not effect the other provisions of this Agreement, said provisions being severable.

**14. 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.

**15. NO INTERFERENCE:**

It is agreed 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, threaten, harass, nor compel or endeavor to compel, the other to cohabit or dwell with him or her.

**16. 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. 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.

Each of the parties acknowledge that they waive the right to formal discovery by means of sworn written interrogatories or sworn oral testimony and that each are relying on the representation of the other that full disclosure has been made in the negotiation of this settlement agreement.

17. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing, which shall reasonably be required for the

purposes of effectuating the provisions and intent of the Marital Dissolution Agreement.

18. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in the Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executor, administrator, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

19. The parties desire that their Marital Dissolution Agreement be incorporated as part of any final judgment of divorce that may hereafter be entered in the Chancery Court of Dickson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end, agree that it shall be submitted to the Court for its ratification and approval.

20. This Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understanding between them, other than those agreements and understanding expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them other than those expressly

mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

21. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Each party acknowledges that he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement and further agrees to be responsible for attorney□s fees and court costs if it is necessary for the other to file suit to enforce the agreement.

22. The parties acknowledge that the Husband is a resident of Tennessee. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process, and shall constitute a general appearance before the Court, which shall give the Court personal jurisdiction over the Defendant/Husband for the purpose of granting a divorce on the ground of irreconcilable differences. Any requirement for her to file an answer to the complaint filed by the Wife is hereby waived.

**IN WITNESS WHEREOF,** Husband has signed this Marital Dissolution Agreement on August 24, , 2005, and Wife has signed this Marital Dissolution agreement on August 22, , 2005.

Colleen ann McFarland  Timothy B. Craven

**COLLEEN ANN McFARLAND**  **TIMOTHY B. CRAVEN**

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, COLLEEN ANN McFARLAND, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 22nd day of August, 2005.

ROBERT J. TURNER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My commission expires:

My Commission Expires SEPT. 22, 2007

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, TIMOTHY B. CRAVEN, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 24th day of August, 2005.

ROBERT J. TURNER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My commission expires:

My Commission Expires SEPT. 22, 2007

It is, further, ORDERED, ADJUDGED, and DECREED that all right, title, and interest that the Wife might have in the real property owned by the parties located at 2105 Sherbrooke Lane, Nashville, Davidson County, Tennessee, and more particularly described below, is divested out of Wife and is reinvested in Husband and the Husband owns this property free and clear of any interest or claim of the Wife.

It is, further, ORDERED, ADJUDGED, and DECREED that the costs of this cause should be and are hereby taxed to the parties equally.

The address of the parties at the time of the Final Decree of Divorce are as follows:

| Wife | Husband |
|---|---|
| Colleen A. McFarland<br>7219 Althorp Way #3<br>Nashville, TN 37211 | Timothy B. Craven<br>2105 Sherbrooke Lane<br>Nashville, TN 37211 |

ENTERED THIS THE 22nd DAY OF Nov., 20 25.

CAROL SOLOMAN, JUDGE

APPROVED FOR ENTRY

ROBERT J. TURNER & ASSOC., P.C.

Robert J. Turner
Supreme Court No. 015107
Attorney for Wife
208 Third Avenue North, Ste 100
Nashville, TN 37201
(615) 259-2660

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been sent to the following by (X) U. S. Mail, postage prepaid; ( ) hand delivery; ( ) facsimile transmission to _____, hard copy to follow via regular U. S. Mail:

Timothy B. Craven
2105 Sherbrooke Lane
Nashville, TN 37211

This the 07 day of November, 20 05.

Robert J. Turner

CERTIFICATE OF SERVICE

DOCKET NO. 05D2658

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 23RD day of NOVEMBER, 2005.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

ROBERT J. TURNER, ATTORNEY
208 3RD AVE. NORTH, SUITE 100
NASHVILLE, TN 37201

TIMOTHY B. CRAVEN
2105 SHERBROOKE LANE
NASHVILLE, TN 37211

**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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 22 day of NOVEMBER , 2005 , in the Case Number 05D2658 between MCFARLAND, COLLEEN ANN Plaintiff, and CRAVEN, TIMOTHY B. 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 13 day of JUNE in the year two thousand six and in the 229th year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By D Brady
Deputy Clerk

SEAL

