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IN THE CHANCERY COURT FOR LAWRENCE COUNTY, TENNESSEE

ROBERT MILTON MARLOW,

Plaintiff

VS.

REBA DARLENE MARLOW,

Defendant

NO: 12661-05

FILED FOR RECORD
2006 JUN 30 AM 11 33
KRISTY CANG
CLERK AND MASTER
LAWRENCE CO. TENN

JUDGMENT

This cause came to be heard on the 19th day of May, 2006, before the Honorable Circuit Court Judge Robert L. Jones, while holding Chancery Court in and for Lawrence County, Tennessee, upon the Complaint for Divorce filed by plaintiff, ROBERT MILTON MARLOW, the Answer and Counter-Claim filed by defendant, REBA DARLENE MARLOW, with the Court finding based upon the sworn testimony of the witnesses, argument of counsel, and the entire record in this matter, that the parties stipulate to fault and that the parties should be declared to be divorced pursuant to T.C.A. Section 36-4-129(b). The Court has considered all the statutory factors as concerns the division of marital property and finds that the plaintiff, ROBERT MILTON MARLOW, should be granted: 1989 Harley Davidson, which the Court finds is worth $5,000; the 1965 Oldsmobile, which the Court finds is worth $5,000; the 1997 black Chevrolet, which the Court finds has the same value as the indebtedness against it; the 2002 Polaris 4-Wheeler, which the Court finds is worth $3,000; the parties' trailers; the Dale Earnhardt autographed

STATE OF TENNESSEE, LAWRENCE COUNTY.
I, the undersigned Clerk & Master, do hereby certify that this is a true and correct copy of the original of this instrument filed in the office.
This 6th day of July 2006
Clerk & Master

hat; all furniture in his current possession; the cluster ring which previously belonged to Reba Marlow's brother; all of his 401k except for the sum of $10,000, which shall be payable to REBA DARLENE MARLOW; all of his guns except for the 7mm gun previously owned by Reba Marlow's brother; his clothing; and his personal items. The Court finds that the defendant, REBA DARLENE MARLOW, shall be granted: $10,000 from the 401k of ROBERT MILTON MARLOW, with REBA DARLENE MARLOW to be responsible for all taxes concerning same; 1995 Ford Mustang; 1997 red Chevrolet truck, which the Court finds has a value of $5,000; antique dresser which belonged to defendant's aunt; old chamber potty; rocker and crib purchased from Amish; the 7mm gun which previously belonged to Reba Marlow's brother; the horseshoe ring which previously belonged to Reba Marlow's father; the Bulova watch which previously belonged to Reba Marlow's father; the Dale Earnhardt autographed picture, with ROBERT MILTON MARLOW to be granted a right of first refusal if defendant decides to sell same, but if same is sold on E-Bay, then defendant may simply notify ROBERT MILTON MARLOW and ROBERT MILTON MARLOW may bid on same; all what knots and items left in storage; the parties' house and real estate located at 508 Dupont; red rocker which was a gift from her daughter; glider rocker which was a gift from her children; cedar chest, trunk and contents, which previously belonged to Reba Marlow's

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parents; all personal property presently in her physical possession; her clothing; and her personal items. The Court finds that the 22 rifle belongs to the parties' son, the 1979 Chevrolet Corvette belongs to the plaintiff's girlfriend, with him having no ownership interest in it, and the Chevrolet Malibu belongs to a friend of the plaintiff, with the plaintiff having no interest in it. The Court finds that the plaintiff, ROBERT MILTON MARLOW, shall assume all of the parties' indebtednesses including any and all indebtedness concerning the parties house and real estate through May, 2006, with the indebtedness secured by the parties' house and real estate due beginning in June, 2006, to be the sole responsibility of REBA DARLENE MARLOW who shall hold ROBERT MILTON MARLOW harmless in default thereof, with the indebtednesses which ROBERT MILTON MARLOW is to assume including the indebtedness secured by the 1997 black Chevrolet truck, all indebtednesses listed on the Sworn Statement of Income and Expenses of ROBERT MILTON MARLOW, SR., and any indebtednesses that he has incurred since the parties separated and that he shall hold the defendant, REBA DARLENE MARLOW, harmless in default thereof. The Court specifically finds that REBA DARLENE MARLOW shall pay the indebtedness secured by the parties' house and lot located at 508 Dupont starting with the payment due for June, 2006, and that she shall hold ROBERT MILTON MARLOW harmless in default

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thereof. The Court grants the horseshoe ring and Bulova watch to defendant, but the Court does not find that the plaintiff has same, but would state that if same are located they shall be immediately given to defendant, REBA DARLENE MARLOW. The Court specifically finds that the parties shall remain joint owners of Gizmo, with the defendant to have Gizmo from July 1, 2006, at noon for a period of six (6) months and the plaintiff shall then have Gizmo for the following six (6) months, with the parties to then continue exchanging the dog on a six (6) months basis. The Court has considered all of the factors involving alimony and finds that alimony in futuro is appropriate with same to be set at the rate of $275 per week with the first payment to be due on or before Friday May 26, 2006, and subsequent payments to be due on each following Friday, with this alimony to terminate upon the remarriage of defendant, REBA DARLENE MARLOW, or the death of either of the parties. The Court finds that the plaintiff, ROBERT MILTON MARLOW, shall pay the Law Firm of Randy Hillhouse the sum of $1,500 representing a portion of his attorney's fee incurred in this matter. The Court finds that all other relief requested by either party not specifically addressed herein is denied.

IT IS THEREFORE ORDERED that the parties are declared to be divorced pursuant to T.C.A. Section 36-4-129(b), and are restored to the status of unmarried persons.

IT IS FURTHER ORDERED that the plaintiff, ROBERT MILTON MARLOW, shall be granted: 1989 Harley Davidson; the 1965 Oldsmobile; the 1997 black Chevrolet; the 2002 Polaris 4 Wheeler; the parties' trailers; the Dale Earnhardt autographed hat; all furniture in his current possession; the cluster ring which previously belonged to Reba Marlow's brother; all of his 401k except for the sum of $10,000, which shall be payable to REBA DARLENE MARLOW; all of his guns except for the 7mm gun previously owned by Reba Marlow's brother; his clothing; and his personal items.

IT IS FURTHER ORDERED that the defendant, REBA DARLENE MARLOW granted: $10,000 from the 401k of ROBERT MILTON MARLOW, with REBA DARLENE MARLOW to be responsible for all taxes concerning same; 1995 Ford Mustang; 1997 red Chevrolet truck; antique dresser which belonged to defendant's aunt; old chamber potty; rocker and crib purchased from Amish; the 7mm gun which previously belonged to Reba Marlow's brother; the horseshoe ring which previously belonged to Reba Marlow's father; the Bulova watch which previously belonged to Reba Marlow's father; the Dale Earnhardt autographed picture, with ROBERT MILTON MARLOW to be granted a right of first refusal if defendant decides to sell same, but if same is sold on E-Bay, then defendant may simply notify ROBERT MILTON MARLOW and ROBERT MILTON MARLOW may bid on same; all what knots and items left in

storage; the parties' house and real estate located at 508 Dupont; red rocker which was a gift from her daughter; glider rocker which was a gift from her children; cedar chest, trunk and contents, which previously belonged to Reba Marlow's parents; all personal property presently in her physical possession; her clothing; and her personal items.

IT IS FURTHER ORDERED that any and all interest which the plaintiff, ROBERT MILTON MARLOW, has in the following real estate be divested from him and vested in defendant, REBA DARLENE MARLOW. The property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Woodlawn Estates, Resubdivision of Lot No. 1 and part of Lot No. 3, of record in Plat Book 6050, page 332, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description thereof.
>
> Being the same property conveyed to Robert M. Marlow, Sr., by deed from Jack Kemp, Secretary of Housing and Urban Development, as recorded in Book 8422, Page 663, Register's Office for Davidson County, Tennessee.
>
> Map 43-9 Parcel 344

IT IS FURTHER ORDERED that the plaintiff, ROBERT MILTON MARLOW, shall assume all of the parties' indebtednesses except for the indebtedness secured by the parties' house and real estate for payments coming due after June 1, 2006, but he is responsible for all payments up and until June 1, 2006, with

the indebtednesses which ROBERT MILTON MARLOW is to assume including the indebtedness secured by the 1997 black Chevrolet truck, all indebtednesses listed on the Sworn Statement of Income and Expenses of ROBERT MILTON MARLOW, SR., and any indebtednesses that he has incurred since the parties separated and that he shall hold the defendant, REBA DARLENE MARLOW, harmless in default thereof.

IT IS FURTHER ORDERED that the defendant, REBA DARLENE MARLOW, shall pay the indebtedness secured by the parties' house and lot, for all payments due on or after June 1, 2006, located at 508 Dupont and that she shall hold ROBERT MILTON MARLOW harmless in default thereof.

IT IS FURTHER ORDERED that the parties shall remain joint owners of Gizmo, with the defendant to have Gizmo from July 1, 2006, at noon for a period of six (6) months and the plaintiff shall then have Gizmo for the following six (6) months, with the parties to then continue exchanging the dog every six (6) months.

IT IS FURTHER ORDERED that plaintiff shall pay defendant alimony in futuro at the rate of $275 per week with the first payment to be due on or before Friday May 26, 2006, and subsequent payments to be due on each following Friday, with this alimony to terminate upon the remarriage of defendant, REBA DARLENE MARLOW, or the death of either of the parties.

IT IS FURTHER ORDERED that the plaintiff, ROBERT MILTON MARLOW, shall pay the Law Firm of Randy Hillhouse the sum of $1,500 representing a portion of his attorney's fee incurred in this matter.

IT IS FURTHER ORDERED that any relief requested by either party not specifically addressed herein is denied.

The costs of this cause are taxed against the plaintiff, ROBERT MILTON MARLOW, for which execution may issue if necessary.

SIGNED this 29th day of June, 2006.

JUDGE ROBERT L. JONES

APPROVED FOR ENTRY:

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CHANCERY COURT