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RICHARD R. ROOKER, CLERK
D.C.

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

LLOYD BROWN, SR.,	)	
	)	
Plaintiff/Husband,	)	
	)	
V.	)	**NO.: 07D-2401**
	)	**NOTICE OF ENTRY REQUESTED**
PATRICIA ANN BROWN,	)	
	)	
Defendant/Wife.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard on the 11th day of February, 2009, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County , Tennessee, upon the Counter-Complaint for Divorce filed by the Wife, the parties' Marital Dissolution Agreement and the entire record herein, from all of which the Court finds that the allegations in the Counter-Complaint for Divorce are sustained by the proof, that is, that the parties have irreconcilable differences. The Court further affirmatively finds that the Marital Dissolution Agreement make adequate and sufficient provisions for the equitable settlement of any and all property rights between the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Counter-Plaintiff, Patricia Ann Brown, is awarded an absolute divorce from the Counter-Defendant, Lloyd Brown, Sr., and the parties are restored to all of the rights and privileges of unmarried persons.

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

BILL GARRETT, Davidson County
Trans:T20090050846 DEEDDIV
Recvd: 07/28/09 13:16 16 pgs
Fees:82.00 Taxes:0.00
20090728-0070652

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LLOYD BROWN, SR.,	)	
	)	
Plaintiff/Husband,	)	
	)	
V.	)	**NO.: 07D-2401**
	)	
PATRICIA ANN BROWN,	)	
	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Lloyd Brown, Sr., hereinafter referred to as the "Husband", and Patricia Ann Brown, hereinafter referred to as the "Wife", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties desire to enter into this signed, written, and notarized marital dissolution agreement which provides adequately for the division of their property and debts, and to tender the same to the Eighth Circuit Court of Davidson County, Tennessee, for its approval and incorporation in a final decree or order of absolute divorce in the event that the same is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Husband and a Counter-Complaint for Divorce filed by the Wife in the Eighth Circuit Court for Davidson County, Tennessee, and docketed at number 07D2401, to which reference is specifically made; and,

WHEREAS, there are no current minor children born of this marriage;

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WHEREAS, the parties acknowledge they own real property and some items of personal property;

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

I. 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.

II. DIVORCE.

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

III. REAL PROPERTY

The parties own real estate, house and lot, located at 5467 Granny White Pike, Brentwood, Tennessee 37027 and said property shall be listed for sale by December 1, 2008. Until it's sale the Wife shall retain exclusive possession of the residence and be responsible for and keep current any indebtedness owing on the property as well as all other expenses related to the residence. In the event the residence is not sold within two (2) years, the residence shall be sold by auction. Upon the sale of the property, each party shall receive one-half (½) of the net proceeds after all costs of sale or auction are paid. The Wife shall be reimbursed one-half (½) of all property taxes and homeowners insurance paid during the period residence is on the market from Husband's portion of the equity. The Wife is restrained and enjoined from placing any

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further encumbrances on the residence. The Husband is awarded a lien on said property for his one-half (½) of the equity minus the costs of sale and his portion of insurance and taxes. It is agreed that the Wife shall not execute a "strawman deal" on the sale of the house in order to cause a lose or sale for less than the home's value. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Taggertwood, as of record in Book 4175, page 60, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to L&W Investments, LLC, by deed from Electa D. Green, unmarried, of record as Instrument No. 20051209-0148441, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Patricia A. Brown, by Warranty Deed from L&W Investments, LLC, a limited liability company, of record as Instrument No. 20060901-0108596, Register's Office for Davidson County, Tennessee.

IV. PERSONAL PROPERTY.

A. Automobiles

It is agreed by and between the parties that the Husband shall have as his sole property the 1998 Oldsmobile Aurora, which he drives as his vehicle. Said automobile shall be divested from the Wife and vested solely with the Husband. Said automobile is debt free.

It is agreed by and between the parties that the Husband shall have as his sole property the 1984 Chevrolet Corvette. Said automobile shall be divested from the Wife and vested solely with the Husband. Said automobile is debt free.

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B. Furniture

It is agreed by and between the parties that the Husband shall be awarded his business library and all of the tools at the marital residence. Husband shall remove these items that are currently in Wife's possession at the marital residence during the following weeks: October 22, 2008 through October 28, 2008 or November 15, 2008 through November 22, 2008, with reasonable notice.

The parties acknowledge that they have already divided between themselves all other items of tangible personal property. It is agreed by and between the parties that each party shall own as their sole property all items of personal property now in their possession. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

C. Monetary Accounts

a. It is agreed by and between the parties that the Husband shall be awarded Forty percent (40%) of the balance as of October 20, 2008, of the Nissan Federal Credit Union, account [redacted]S9 within two (2) weeks of execution of the mediation agreement. The approximate balance of this account is Four thousand one hundred ninety dollars and 54/100 ($4,190.54).

b. It is agreed by and between the parties that the Husband shall be awarded Forty percent (40%) of the balance as of October 20, 2008, of the Nissan Federal Credit Union, account [redacted]S1 within two (2) weeks of execution of the mediation agreement. The approximate balance of this account is One hundred fifteen thousand five hundred eighteen dollars and 17/100 ($115,518.17).

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c. It is agreed by and between the parties that the Husband shall be awarded Forty percent (40%) of the balance as of October 20, 2008, of the Nissan Federal Credit Union, account #[redacted]1 within two (2) weeks of execution of the mediation agreement. The balance of this account is One hundred five thousand nine hundred eighty four dollars and 74/100 ($105,984.74).

d. It is agreed by and between the parties that the Wife shall own as her sole property, free and clear of any claim of the Husband, the Bank of America Money Market Account, account[redacted]. The approximate account balance is Ninety thousand four hundred twenty five dollars and 00/100 ($90,425.00).

e. It is agreed by and between the parties that the Husband shall be awarded Forty percent (40%) of the parties stock portfolio with Charles Schwab, account #[redacted]. The total of said account as of October 20, 2008, the date of mediation, is Twenty thousand one hundred sixty six dollars and 55/100 ($20,166.55). The shares awarded to the Husband shall be placed in his sole name, within two (2) weeks of execution of the mediation agreement.

f. It is agreed by and between the parties that the Husband shall be awarded Forty percent (40%) of the Vanguard Account, account[redacted], as of the date of the divorce. The balance of this account on October 31, 2008 equals Three hundred sixty one thousand one hundred seventy six dollars and 45/100 ($361,176.45).

g. It is agreed by and between the parties that the Husband shall be awarded Forty percent (40%) of the Hartford Account, account #[redacted], as of the date of the divorce. The balance of this account on Novemb[redacted]equals Nine thousand six hundred twenty five dollars and 40/100 ($9,625.40).

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It is further agreed by and between the parties that the documents necessary to divide any of the listed monetary accounts shall be procured by the Husband.

It is further agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, not previously mentioned herein, which they may have in their sole names.

V. RETIREMENT FUNDS.

It is agreed by and between the parties that the Husband shall receive Thirty five percent (35%) of Wife's pension at Nissan. Wife's counsel shall procure the entry of a Qualified Domestic Relations Order to divide said asset within Ninety (90) days of the entry of the Final Decree of Divorce.

Each party would show that he or she is aware of all retirement accounts, pension funds, 401(K) accounts, ESOP benefits, ESIP benefits, and any and all other pension and/or retirement salaries maintained by or for herself or himself, or maintained by or for the other party.

VI. MARITAL DEBTS.

Except as otherwise provided herein, each party shall be solely responsible for any other debts that he or she has acquired in his or her sole name and to pay same in such a manner so as not to interfere with the credit standing of the other party, and each shall indemnify and hold the other harmless thereon.

The parties believe that they have made complete provision for the payment of all outstanding marital debts. In the unlikely event that they have failed to designate a debt or to designate which of them is to pay such debt, or should a debt be discovered that has been forgotten or ignored by them, then the same shall be paid by the party incurring the debt.

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VII. ALIMONY.

It is agreed by and between the parties that neither party shall receive alimony.

VIII. 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.

IX. ATTORNEY FEES.

It is agreed by and between the parties that each party shall be responsible for their own attorneys fees in this matter.

X. COURT COSTS.

It is agreed by and between the parties that the remaining court costs in this action shall be equally divided between the parties, for which execution may issue.

XI. 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.

XII. 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.

XIII. 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

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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.

XIV. 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.

XV. 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.

XVI. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or

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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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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

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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.

XXI. 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.

XXII. 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.

XXIII. PETITION FOR CONTEMPT

It is agreed by and between the parties that the Husband's Petition for Contempt shall be dismissed with the court costs associated with said Petition to be split equally between the parties.

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WITNESS OUR HANDS, this 11 day of February, 2009 as to the Wife, and this 11 day of Feb, 2009 as to the Husband.

Patricia Ann Brown

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Patricia Ann Brown, 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 11th day of FEBRUARY, 2009.

RHONDA L. THOMAS STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

NOTARY PUBLIC

My Commission expires: 5/26/2010

Lloyd Brown, Sr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lloyd Brown, Sr., 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 11th day of FEBRUARY, 2009.

RHONDA L. THOMAS STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

NOTARY PUBLIC

My Commission expires: 5/26/2010

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IT IS ORDERED, ADJUDGED AND DECREED that the Wife shall be restored to her maiden name so that her name shall be Patricia Ann Robinson.

IT IS ORDERED, ADJUDGED AND DECREED that the Husband shall return a box of photographs to the Wife as well as the lawn mower.

IT IS ORDERED, ADJUDGED AND DECREED that the Wife shall provide the cash per the Marital Dissolution Agreement with certified funds to her attorney today, February 11, 2009.

IT IS ORDERED, ADJUDGED AND DECREED that the parties shall be assessed equally with the remaining cost of the litigation tax and costs, for which execution may issue if necessary.

The parties are currently residing at:

Lloyd Brown, Sr., 8561 S. Kimbark Avenue, Chicago, Illinois 60619; and

Patricia Ann Brown, 5467 Granny White Pike, Brentwood, Tennessee 37027.

ENTER this 11th **day of** Feb., **20** 09.

Judge Carol Soloman

APPROVED FOR ENTRY:

CYNTHIA J. BOHN, #16592
CYNTHIA J. BOHN & ASSOCIATES
Attorney for Wife
545 Mainstream Drive, Suite 320
Nashville, Tennessee 37228
(615) 252-8866

Copy

Sandra Jones, #7082
Attorney for Wife
213 Third Avenue North
Nashville, Tennessee 37201
(615) 256-6401

by Cynthia J. Bohn
BPR# 16592
with permission

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:

Ms. Sandra Jones
Attorney at Law
213 Third Avenue North
Nashville, Tennessee 37201

This the 11 day of February, 2009.

Cynthia J. Bohn

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CERTIFICATE OF SERVICE

DOCKET NO. 07D2401

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 13TH day of FEBRUARY, 2009.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

CYNTHIA J. BOHN, ATTORNEY
CYNTHIA J. BOHN & ASSOCIATES
545 MAINSTREAM DRIVE, SUITE 320
NASHVILLE, TN 37228

SANDRA JONES, ATTORNEY
213 3RD AVE. NORTH
NASHVILLE, TN 37201

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 11 day of FEBRUARY , 2009 , in the Case Number 07D2401 between BROWN, LLOYD SR Plaintiff, and BROWN, PATRICIA ANN 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 29 day of MAY in the year two thousand nine and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

