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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Robert Lane Easterly	)	2004 MAY 19 PM 4:23
	)	
Plaintiff (Husband),	)	RICHARD R. ROOKER, CLERK
	)	
v.	)	**No. 03D-2568** D.C.
	)	
Carolyn Irwin Easterly	)	
	)	
Defendant (Wife).	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard before the Honorable Muriel Robinson, Judge, on May 19, 2004, upon the Complaint for Absolute Divorce of Robert Lane Easterly ("Husband") against Carolyn Irwin Easterly ("Wife"), service of process on Wife by personal service, the Marital Dissolution Agreement filed with the Court, waiver by the Wife of the filing of an Answer to the Complaint as set out in Paragraph 2 of the Marital Dissolution Agreement, testimony of Husband in open Court, and the entire record in this cause; from all of which the Court affirmatively finds: (1) that there exist such irreconcilable differences between the parties that entitle Husband to an absolute divorce from the Wife; (2) that the parties have by a written Marital Dissolution Agreement made adequate and sufficient provision for settlement of property rights between them; and (3) that the Marital Dissolution Agreement should be approved.

There are no minor children of this marriage. The sixty (60) day waiting period, as required by law, has elapsed.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement executed by the parties shall be and is hereby approved by the Court and each and every provision of said agreement is made a specific order and decree of the Court, which Agreement is in words and figures as follows:

BILL GARRETT, Davidson County
Trans:T20090058625 DEEDDIV
Recvd: 08/26/09 15:51 9 pgs
Fees:47.00 Taxes:0.00
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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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MAY 19 2004
RICHARD R. ROOKER, Clerk
By _____ Deputy

FILED
2004 MAY -5 PM 2:27
RICHARD R. ROOKER, CLERK
D.C.

Robert Lane Easterly	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 03D-2568**
	)	
Carolyn Irwin Easterly	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This agreement made and entered into by and between Robert Lane Easterly ("Husband") and Carolyn Irwin Easterly ("Wife") subject to the following premises, terms and conditions:

WHEREAS, the parties are experiencing marital difficulties that have made reconciliation impossible and a complaint for absolute divorce has been filed in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the intention of the parties to settle amicably their differences with respect to all property rights, obligations for payment of debts, and support obligations, and to enter into this agreement for the settlement of such rights and obligations, and;

WHEREAS, the parties desire that the Court approve this Marital Dissolution Agreement, and that the same be made a part of any Final Decree of Divorce entered in this case;

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DIVORCE.** The parties agree that the Husband shall proceed to obtain an absolute divorce from the Wife on the ground of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS.** The parties acknowledge that Husband has filed a complaint for divorce in the Circuit Court for Davidson County, Tennessee, which has been personally served on Wife. Each of the parties submits his or her person and property to the jurisdiction of this Court. Wife waives filing an answer to the complaint.

3. WIFE'S SEPARATE RESIDENCE. Wife is the sole owner of her residence located at 937 Russell Street, Nashville, Tennessee 37206. Wife shall remain the sole owner with Husband having no right, title or interest in the property. Wife shall continue to be solely responsible for the indebtedness on the property.

4. EDGEFIELD INTERIORS. Husband is the sole proprietor of an interior design business known as Edgefield Interiors. Wife has worked with Husband at Edgefield Interiors for many years. The parties agree that if Edgefield Interiors is sold or discontinued while both parties are alive any profit and/or assets shall be divided equally; the parties also agree that any debt shall likewise be divided equally. The parties agree to hold the other harmless on each party's respective share of debt and indemnify the other therefore.

5. 1303 FOREST AVENUE. Husband is the sole owner of unimproved real property located at 1303 Forest Avenue, Nashville, Tennessee. The property is for sale. The parties agree that the proceeds shall be applied to reduce debt owed by Edgefield Interiors.

6. 1016 WOODLAND STREET. Husband and wife jointly own improved real property located at 1016 Woodland Street, Nashville, Tennessee 37206. The parties agree to continue to own the property as tenants in common following entry of the Final Decree of Divorce.

7. **DEBTS.** The parties have no joint debt. Except as stated above in ¶ 4 with regard to Edgefield Interiors, each party shall be responsible for any debt in his or her name, shall

hold the other harmless thereon, and indemnify therefore. The parties acknowledge that they have made full disclosure to each other of all debts owed separately or jointly.

8. FURNITURE AND FURNISHINGS. The parties have divided their furniture and furnishings. Neither party shall make a claim on the property currently in the possession of the other..

9. VEHICLES. Each party owns a vehicle that is paid for. Neither party shall make a claim on the other's vehicle. Each party shall be responsible for his or her vehicle.

10. PENSION ACCOUNTS. Each party shall be entitled to his or her own IRA and/or pension account. Neither party shall make a claim on such property of the other.

11. ACCOUNTS. Each party shall be entitled to any account in his or her name. Neither party shall make a claim on such property of the other.

12. SPOUSAL SUPPORT. The parties agree that neither shall pay spousal support to the other.

13. ATTORNEY'S FEES. Each party shall be responsible for his or her own attorney's fees. Wife acknowledges that Husband is represented by Robert M. Garfinkle and that she has had ample time and opportunity to obtain counsel of her own.

14. DISCLOSURE OF ALL ASSETS. 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.

15. ESTATE WAIVER. It is understood and agreed 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 other's property, including without limitation, dower, curtsey, 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. This agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

16. AGREEMENT ENTERED INTO VOLUNTARILY. The parties understand and agree that this agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

17. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement. The law of the State of Tennessee will govern this agreement in all respects.

18. FULL SETTLEMENT OF PROPERTY RIGHTS. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and purpose of this agreement. As approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other.

19. **FUTURE LEGAL PROCEEDINGS.** If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he or she is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he or she will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

20. **MODIFICATION.** A modification or waiver of any provision of this agreement will be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any provision of this agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

21. **INCORPORATION.** The parties mutually agree that this agreement, subject to the Court's approval, shall be incorporated in and made a part of any Final Decree of Divorce which may be entered hereafter.

22. **SEVERABILITY.** If any portion of this agreement is held illegal, unenforceable, void or voidable by any court, each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

23. **COURT COSTS.** Husband shall be responsible for the court costs.

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IN WITNESS WHEREOF, the parties set their signatures below.

Robert Lane Easterly

Carolyn Irwin Easterly

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert Lane Easterly, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 27th day of April, 2004.

Notary Public
My Commission Expires: 9/30/06

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carolyn Irwin Easterly, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 27th day of April, 2004.

Notary Public
My Commission Expires: 9/30/06

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It is further ORDERED, ADJUDGED and DECREED that the Husband, Robert Lane Easterly, shall be and is hereby awarded an absolute divorce from Wife, Carolyn Irwin Easterly, and restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause shall be paid by the Husband, Robert Lane Easterly.

It is further ORDERED, ADJUDGED and DECREED that execution may issue to enforce any of the provisions of this Final Decree.

The Husband's current mailing address is 1016 Woodland Street, Nashville, Tennessee 37206. The Wife's current mailing address is 937 Russell Street, Nashville, Tennessee 37206.

This 19th day of May, 2004.

Muriel Robinson, Judge

Prepared for Entry:

GARFINKLE, McLEMORE & WALKER, PLLC

By: _____
Robert M. Garfinkle, Tn. Bar No. 5354
2000 Richard Jones Road, Suite 250
Nashville, Tennessee 37215-8249
(615) 383-9495

Attorney for Robert Lane Easterly (Husband)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed by U.S. Mail, postage prepaid, to Ms. Carolyn Irwin Easterly, 937 Russell Street, Nashville, Tennessee 37206, this 19th day of May, 2004.

Robert M. Garfinkle

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 19 day of MAY , 2004 , in the Case Number 03D2568 between EASTERLY, ROBERT LANE Plaintiff, and EASTERLY, CAROLYN IRWIN 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 25 day of AUGUST in the year two thousand nine and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

