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

FILED
2009 NOV 25 PM 1:14
RICHARD R. ROOKER, CLERK

MICHAEL LYNN BLAUSTONE,	)	
Husband	)	
	)	
VS.	)	**DOCKET NO.: 09D-810** - D.C.
	)	**PROOF OF ENTRY REQUESTED**
JANET MARIE LEE BLAUSTONE,	)	
Wife.	)	

FINAL DECREE

This cause came on to be heard this 25th day of November, 2009, before the Honorable Philip Smith, Judge, on Complaint for Absolute Divorce filed by the Husband, Answer and Counter-Complaint filed by the Wife, Answer to the Counter-Complaint, signed and notarized Marital Dissolution Agreement having been filed with the Court, testimony of the Husband, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage and a divorce should be granted.

It is therefore ORDERED, ADJUDGED and DECREED that the Husband, Michael Lynn Blaustone, be and is hereby awarded an absolute divorce from the Wife, Janet Marie Lee Blaustone, on the ground of irreconcilable differences, Tennessee Code Annotated § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated § 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and the same are hereby incorporated in words and figures as follows:

BILL GARRETT, Davidson County
Trans: T20090083234 DEEDDIV
Recvd: 12/09/09 14:33 17 pgs
Fees: 87.00 Taxes: 0.00
20091209-0112670

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09D810

MARITAL DISSOLUTION AGREEMENT

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WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Michael Lynn Blaustone, hereinafter referred to as "Mr. Blaustone" against Janet Marie Lee Blaustone, hereinafter referred to as "Mrs. Blaustone" under Docket No. 09D-810; and

WHEREAS, these parties are presently living separate and apart and desire to enter into a Marital Dissolution Agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

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

(1) **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE:** 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. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

Wife's Initials

Husband's Initials

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(3) **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.

(4) **TRIAL:** Mr. Blaustone will proceed to court to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY:** The parties' child is past the age of majority.

(6) **REAL ESTATE:** (a) Marital Residence: The parties own the marital residence located at 6249 River Valley Drive, Nashville, Davidson County, Tennessee as joint tenants by the entirety. All right, title and interest in and to said real estate shall be divested out of Mr. Blaustone and vested in Mrs. Blaustone in fee simple. Mrs. Blaustone will be solely responsible for the first mortgage owing to Bank of America and the interest only on the home equity line of credit owing to Community First Bank and Trust and she will indemnify and hold Mr. Blaustone harmless from any responsibility on the same. Mrs. Blaustone will make a reasonable effort to remove Mr. Blaustone's name from the first mortgage within six (6) months of the sale of the rental property as set out hereinbelow.

(b) Rental Property: The parties jointly own rental property located 5733 Knob Road, Nashville, Tennessee. Pending the sale of this property Mrs. Blaustone will collect the rent and pay the mortgage payment to Bank of America. The parties

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agree that the rental property will be placed on the market for sale on March 15, 2010 by a mutually agreeable realtor. Upon the sale of the property and after payment of the mortgage owing to Bank of America, realtor's fees, and closing costs, the parties shall pay in full the balance owing on the home equity line of credit to Community First Bank and Trust on the marital residence and Mr. Hollins' attorney fees as set forth in Paragraph 14 herein from Mr. Blaustone's portion of the net proceeds. All remaining proceeds after the payment of the above expenses will be divided equally between the parties.

(7) **VEHICLES:** Mrs. Blaustone will be awarded all right, title and interest in and to 1997 Dodge Ram van, VIN 2B7HB21Y1VK552498. Mr. Blaustone will be awarded all right, title and interest in and to the 2008 Honda Civic. The 2004 Honda Pilot will be awarded to the parties' son, Lee. However, the title will not be transferred to Lee at this time because of the cost of auto insurance. The parties acknowledge that the vehicles are unencumbered. Mr. Blaustone will continue to provide auto insurance on Lee's vehicle until Lee attains the age of 23 years, or obtains regular employment, whichever is the first event to occur.

(8) **BANK ACCOUNTS:** Each party will be awarded any bank accounts which he or she maintains in their sole and separate name, free and clear of any interest of the other party.

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(9) **CLOTHES AND JEWELRY:** Each party will retain their clothes, jewelry and wearing apparel, free and clear of claims from the other party.

(10) **FURNITURE AND FURNISHINGS:** Mr. Blaustone will be awarded the furniture and furnishings as set forth in the attached Exhibit "A." The parties have amicably divided the remaining furniture and furnishings to their mutual satisfaction. Each party shall be awarded the remaining items of furniture and furnishings which they have in their respective possession, free and clear of any interest of the other party and subject to any indebtedness thereon.

(11) **DEBTS:** Each party shall be responsible for any debts, loans or credit card indebtedness incurred in their sole and separate name, and shall hold the other party harmless therefrom.

(12) **HEALTH INSURANCE:** Each party shall be responsible for their respective health insurance and each party shall be responsible for any medical and dental expenses they have incurred prior to the separation or after the divorce.

(13) **ALIMONY:** Mr. Blaustone shall pay Mrs. Blaustone as alimony *in futuro* the sum of $2,000.00 per month until her death or remarriage, or his death, whichever is the first event to occur. Said alimony shall be payable in two installments of $1,000.00 each on the first and fifteenth days of each month commencing November 15, 2009. Said alimony shall be taxable to Mrs. Blaustone

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and deductible to Mr. Blaustone for purposes of filing their federal income tax returns. Mr. Blaustone shall secure his alimony obligation by life insurance coverage in the amount of Forty Seven Thousand Five Hundred Dollars ($47,500.00) through his employer, payable to Mrs. Blaustone as beneficiary. In addition, Mrs. Blaustone will retain and pay the Prime America policy, in the amount of $100,000.00, on Mr. Blaustone's life, payable to Mrs. Blaustone as beneficiary and Mr. Blaustone will pay Mrs. Blaustone the sum of Fifty Dollars ($50.00) per month toward the premium. In the event his life insurance policy in the amount of $100,000.00 with Prime America expires at the end of the current term, Mr. Blaustone must make a reasonable effort to renew the current policy or replace the policy with life insurance with a face amount, in the minimum amount, of $150,000.00 if he has no other life insurance or $100,000.00 if he has insurance through his employer of a minimum of $47,500.00

(14) **ATTORNEY'S FEES:** Mr. Blaustone will be responsible for his attorney fees to his attorney, Ralph DeMarco. Mr. Blaustone shall pay Mrs. Blaustone's attorney fees directly to John J. Hollins, Jr., in the sum of Five Thousand Dollars ($5,000.00) from his portion of the net proceeds from the sale of the rental property.

(15) **COURT COSTS AND MEDIATION FEES:** The final court costs in this matter will be assessed to Mr. Blaustone, for which let execution issue if

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necessary. Mr. Blaustone will be responsible for the costs of the mediation to Robert L. Jackson, mediator.

(16) ENFORCEMENT PROVISION: In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

(17) VOLUNTARY ACCEPTANCE: Both parties hereby acknowledge that they are fully apprised of all of the assets and liabilities of the marriage and of their spouse, and that they wish to proceed with the above-styled divorce action with all possible speed, and to minimize costs and attorneys fees associated therewith. Both parties have had the opportunity to retain counsel. By signing this document, each party indicates that that they do not want to proceed with formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts. Both parties acknowledge that they have not been given any tax advice by their attorneys. The parties further release the attorneys of record from any obligation to complete the discovery process. Each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

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(18) FAIRNESS OF AGREEMENT: The parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory to them and in keeping with their accustomed standard of living and reasonable requirements.

(19) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(20) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(21) COMPLETE DISCLOSURE: Each party has made a full and complete disclosure of his or her assets and liabilities. By signing this document, each party indicates that they do not want to proceed with formal discovery, including completing Interrogatories and Requests for Production of Documents or discovery depositions that are designed to discover assets or debts. Both parties acknowledge that they have not been given any tax advice by their attorneys. The parties further release the attorneys of record from any obligation to complete the discovery process.

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(22) **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, 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 of the other's estate except as provided by the terms of this Agreement. 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.

(23) **ADDITIONAL INSTRUMENTS:** Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

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(24) **WAIVER:** Defendant agrees, pursuant to *Tenn. Code Ann.* §36-4-103 that signing this Marital Dissolution Agreement constitutes a waiver of service of process and waiver of filing an Answer to the Complaint.

WITNESS OUR HANDS, this the 12 day of November 2009, as to the Wife, and the 12 day of November, 2009, as to the Husband.

JANET MARIE LEE BLAUSTONE

MICHAEL LYNN BLAUSTONE

Wife's Initials

Husband's Initials

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **JANET MARIE LEE BLAUSTONE**, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 12th day of November, 2009.

CYNTHIA W. SHARP NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN

Cynthia W. Sharp
NOTARY PUBLIC
My Commission Expires: 2/23/2011

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **MICHAEL LYNN BLAUSTONE**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 12th day of November, 2009.

CYNTHIA W. SHARP NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN

Cynthia W. Sharp
NOTARY PUBLIC
My Commission Expires: 2/23/2011

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RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MICHAEL LYNN BLAUSTONE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 09D-810
	)	
JANET MARIE LEE BLAUSTONE,	)	
	)	
Defendant.	)	

EXHIBIT A

FURNITURE AND FURNISHINGS AWARDED TO MR. BLAUSTONE

From Marital Residence:

Musical Equipment and cases
LP album collection and anvil road case
CD collection
Weights
Speakers in office
All items on shelves in office
Remaining clothing and shoes

From Rental Property:

All musical items and cases
All tools and yard equipment

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It is therefore ORDERED, ADJUDGED, and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

It is further ORDERED, ADJUDGED, and DECREED that all of the Husband's right, title and interest in and to the real property located at 6249 Rivervalley Drive in Nashville, Davidson County, be and is hereby divested out of the Husband, Michael Lynn Blaustone, and is hereby reinvested in the Wife, Janet Marie Lee Blaustone, in fee simple absolute. The Wife shall be solely responsible for the first mortgage owing to Bank of America and the interest only on the home equity line of credit owing to Community First Bank and Trust and she will indemnify and hold the Husband harmless from any responsibility on the same. The Wife will make a reasonable effort to remove the Husband's name from the first mortgage within six (6) months of the sale of the rental property located at 5733 Knob Road, as set out herein below. Said real property located at 6249 Rivervalley Drive is further described as follows:

> Being Lot Number 305 on the Plan of Riverwalk Phase 2A, Section 2 as shown on plat of record in Instrument Number 20031014-0151984, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed by deed from Corinthian Custom Homes, Inc., a Tennessee Corporation, to Michael L. Blaustone and wife, Janet M. Blaustone of record in Instrument Number 20041103-0132267, Register's Office for Davidson County, Tennessee.
>
> Michael Lynn Blaustone and Michael L. Blaustone are one and the same person. Janet M. Blaustone and Janet Marie Lee Blaustone are one and the same person.

It is further ORDERED, ADJUDGED, and DECREED that the rental property located at 5733 Knob Road will be placed on the market for sale on March 15, 2010, by a mutual agreeable realtor. Pending the sale of this property, the Wife will collect the rent and pay the mortgage payment to Bank of America. Upon the sale of the property and after payment of the mortgage owing to Bank of America, realtor's fees, and closing costs, the parties shall pay in full the balance owing on the home equity line of credit to Community First Bank and Trust on the marital residence and Mr. John Hollins, Jr.'s attorney

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fees, as set forth in Paragraph 14 of the Marital Dissolution Agreement, shall be paid from Mr. Blaustone's portion of the net proceeds and Mr. Hollins shall have a lien on said real property for the payment of his attorney fees. All remaining proceeds after the payment of the above expenses will be divided equally between the parties. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 54 on the Plan of Hillwood Park, of record in Book 3300, pages 27 and 28, Register's Office of said County.
>
> Said Lot No. 54 fronts 140 feet on the southerly margin of Knob Road and extends back between the parallel lines 290 feet.
>
> Being the same property conveyed by deed from Francetta Blaustone and Bernice Lee to Janet Blaustone and husband, Michael Blaustone of record in Book 8273, page 236, Register's Office for Davidson County, Tennessee.
>
> Janet Blaustone and Janet Marie Lee Blaustone are one and the same person. Michael Blaustone and Michael Lynn Blaustone are one and the same person.

The Husband shall pay the costs of this cause for all of which execution may issue if necessary.

ENTER this 25th day of November, 2009.

PHILIP SMITH, JUDGE

APPROVED FOR ENTRY:

L. R. DeMARCO #2652
Attorney for Husband
Germantown Historic District
1312 Sixth Avenue North
Nashville, TN 37208
(615) 256-6681

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. John Hollins, Jr., Attorney at Law, Suite 2200, 424 Church Street, Fifth Third Center, Nashville, TN 37219, this 25th day of November, 2009.

L. R. DeMARCO

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CERTIFICATE OF SERVICE

DOCKET NO. 09D810

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 4th day of DECEMBER, 2009.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

L. R. DEMARCO, ATTORNEY
GERMANTOWN HISTORIC DISTRICT
1312 6TH AVE. NORTH
NASHVILLE, TN 37208

JOHN HOLLINS, JR., ATTORNEY
5TH 3RD CENTER
424 CHURCH ST., SUITE 2200
NASHVILLE, TN 37219

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 25 day of NOVEMBER , 2009 , in the Case Number 09D810 between BLAUSTONE, MICHAEL LYNN Plaintiff, and BLAUSTONE, JANET MARIE LEE 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 08 day of DECEMBER in the year two thousand nine and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

