Book 5865 Pg 722
Map-86-7
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BOOK 7778 PAGE 922

FILED
1987 DEC -1 PM 3:15
GEORGE C. ROCKER, CLERK
By Deputy

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELIZABETH MARIE RYAN
1008 Carriage Way
Hermitage, TN 37076

Plaintiff,

vs.

NO. 86D-2641

ROBERT LEE RYAN
Post Office Box 140642
Nashville, TN 37214,

Defendant.

FILED
Feb 24 10 24 AM '88
FELIX Z WILSON CLERK & MASTER
DAVIDSON COUNTY

IDENTIFICATION REFERENCE
11231

FINAL DECREE OF DIVORCE

The above cause came to be heard on the 6th day of October, 1987, before the Honorable Muriel Robinson, Judge, upon the petition for divorce, answer and counter-complaint, heretofore filed and notice of the hearing having been given to the Defendant: whereupon, the Court finds that the Plaintiff is entitled to a divorce on the grounds of irreconcilable differences and further the Court finds that the Marital Dissolution Agreement heretofore filed, makes adequate and sufficient provisions by written agreement for the custody and maintenance of the children of the marriage and for the equitable settlement of any property rights between the parties and accordingly,

It further appears to the Court, that the Defendant's Answer and Counter-Complaint are withdrawn.

It is ORDERED, ADJUDGED, and DECREED that the Plaintiff is hereby granted an absolute divorce from the bonds of matrimony with the Defendant on the grounds of irreconcilable differences and is restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED, and DECREED and the Court so finds that the Marital Dissolution Agreement heretofore filed makes adequate and sufficient provisions by written agreement for the custody and maintenance of the children of the marriage and for the equitable settlement of any property rights between the parties and is the ORDER of the Court in this cause, to wit:

R FIRST 1987

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELIZABETH MARIE RYAN
1008 Carriage Way
Hermitage, TN 37076

Plaintiff,

VS.

NO. 86D-2641

ROBERT LEE RYAN
Post Office Box 140642
Nashville, TN 37214

Defendant.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into on the day and date last acknowledged below by and between ELIZABETH MARIE RYAN, hereinafter referred to as "Wife"; and ROBERT LEE RYAN, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, the parties were married on September 20, 1980, in Davidson County, Tennessee, and lived together as Husband and Wife thereafter; and

WHEREAS, there were two (2) children born of the marriage, whose names and ages are as follows:

Nolan Ryan, age 4 years
Katie Ryan, age 2 years

WHEREAS, certain serious differences have arisen between the parties hereto, which appear to be irreconcilable and an action for divorce is now pending in the Fourth Circuit Court, Davidson County, Tennessee, in the case indicated in the caption hereof.

WHEREAS, the said parties are desirous of definitely settling and determining all matters of property, support, custody and support of the children and all other claims or rights between them which have arisen or might arise out of the marital relation between them, and as a result of any action for divorce; and

WHEREAS, each of the parties is fully informed and advised of the property and estate of the other, and of their respective

rights and liabilities against and to the other and all of the estate and property of the other;

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreement hereinafter contained, the parties do hereby agree as follows:

EFFECTIVE DATE OF AGREEMENT

Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

RIGHT TO LIVE SEPARATELY

The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried, and neither of the parties shall molest or interfere with each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever.

CUSTODY AND VISITATION OF MINOR CHILDREN

The Wife shall have the legal custody of the parties' minor children subject to the Husband's right of visitation. The Husband shall have the right to visit the parties' minor children every other weekend from Saturday at 6:00 P.M. until Sunday at 6:00 P.M. and any Tuesday or any time upon giving the Wife reasonable notice of his intention to so visit. The shall not during visitation consume any intoxicants of any nature. Wife shall claim the children as exemption for income tax purposes.

CHILD SUPPORT

For the care, welfare, health, support and maintenance of the parties' minor children, the Husband shall pay directly to the Wife the sum of Six Hundred Dollars ($600.00) per month beginning upon the execution of this Agreement. Unless Ordered by the Court, such support shall not be reduced or prorated.

MEDICAL INSURANCE

The Husband shall maintain, pay and provide health and dental insurance, until such time as the said minor children have reached legal age or otherwise become emancipated. All medical, dental, hospital, doctor, drug, optic, orthodontic and other health care bills not covered by said insurance shall be divided equally between Husband and Wife.

REAL PROPERTY

As of the date of the signing of this Agreement, the parties own as tenants by the entirety the following described tract of land which is, by the entry of the Final Decree of Divorce, divested out of the Husband, ROBERT LEE RYAN, and the same is vested in the Wife, ELIZABETH MARIE RYAN, said property being described as follows:

> Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Jackson's Retreat, Phase I, Section II, as of record in Book 5200, page 334, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 3 fronts 61.83 feet on the westerly margin of Carriage Way Court and extends back 130.06 feet on the northerly line and 133.93 feet on the southerly line to a dead line in the reaer measuring 75.84 feet thereon.
>
> Being the same property conveyed to Robert Lee Ryan and wife, Elizabeth Marie Ryan by deed from Randall Phillips Builders, Inc., of record in Book 5865, page 722, Register's Office for Davidson County, Tennessee.

As of the date of this Agreement, there is approximately Five Thousand ($5,000.00) Dollars equity in said house. Husband shall receive Two Thousand Five Hundred ($2,500.00) Dollars upon the youngest child reaching the age of eighteen, or if the house is sold prior to the youngest child reaching the age of eighteen. Wife shall pay the first mortgage on the above-described real estate.

CONTINUING EDUCATION EXPENSE

The parties agree that the Husband and Wife shall jointly be responsible for any college education expense, tuition, books, board, meals and lodging of the children until each completes the normal four (4) year college curriculum.

AUTOMOBILES AND VEHICLES

The Husband shall receive all right, title and interest in the 1985 Toyota Mini-Van (VIN #JT3YR22VOF5078386) and shall pay the debt owed thereon and hold the Wife harmless. The Wife shall be awarded the 1981 Datsun automobile which is paid for. The parties shall sign all documents necessary to effectuate said transfers.

HOUSEHOLD GOODS

The parties have heretofore divided all household goods, furniture, fixtures, appliances, tools and equipment owned by them jointly or severally during the course of their marriage. All such property presently in the possession and control of each party shall continue to be that party's property, without any right, claim or demand on the part of the other party.

ALIMONY

The parties agree that neither party shall have any obligation to pay alimony to the other, either in solido or in futuro.

STOCKS, BONDS, SECURITIES

The Husband shall be awarded the stock issued through his employer.

BANK ACCOUNTS

All other savings or checking or credit union accounts presently in the name of Husband or Wife shall continue to be his or her property absolutely, without any right, claim or demand on the part of the other party.

DEBTS

The Husband shall assume, pay and hold the Wife harmless for the indebtedness to all debts at the time of separation, except Sears, Visa and Castner Knott, which Wife shall pay. The Husband shall pay and hold the Wife harmless on the solar energy loan, which is an encumbrance on the parties' home and should he not pay this debt, then after the home is sold the debt shall be deducted from the Husband's equity.

ATTORNEY'S FEES AND COURT COSTS

Each of the parties shall be responsible their own attorney's fee, and the Husband shall be responsible for the payment of all court costs in connection with the said divorce proceedings.

EMPLOYMENT BENEFITS AND RETIREMENT

Each party shall retain any and all employment benefits and retirement benefits, present or future, relating to his or her employment, without any right, claim or demand on the part of the other party.

RELEASE OF CLAIMS

Except as otherwise herein expressly provided, the parties shall and do hereby mutually release, remove and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity which either of them ever had, now has or may hereafter have against the other, upon or by reason of any manner, cause or thing up to the date of the execution of this Agreement.

IMPLEMENTING AGREEMENT

each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

FUTURE TRANSACTIONS

It is understood and agreed by the parties that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment has been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

TENNESSEE LAW GOVERNS

This Agreement shall be governed by the laws of the State of Tennessee.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those expressly set forth herein.

WITNESS our hands on the day and date acknowledged below.

Elizabeth Marie Ryan
ELIZABETH MARIE RYAN

Robert Lee Ryan
ROBERT LEE RYAN

STATE OF TENNESSEE
COUNTY OF Davidson

Sworn to and subscribed before me by ELIZABETH MARIE RYAN this 5th day of October, 1987, in Nashville, Tennessee.

Jay Ezell
NOTARY PUBLIC

(SEAL)

My commission expires May 8, 1991.

STATE OF TENNESSEE
COUNTY OF Davidson

Sworn to and subscribed before me by ROBERT LEE RYAN this the 5th day of October, 1987, in Nashville, Tennessee.

Jay Ezell
NOTARY PUBLIC

(SEAL)

My commission expires May 8, 1991.

The costs of this cause are assessed against the Defendant for which execution may issue.

ENTERED this 30th day of November, 1987.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

TERRANCE E. McNABB
Attorney for Plaintiff
311 E. Main Street, Suite 4
Hendersonville, TN 37075
Telephone: (615) 824-4792

PRICE NIMMO
Attorney for Defendant
Suite 200, Trial Lawyers Building
430 Third Avenue North
Nashville, TN 37201
Telephone: (615) 244-7271

I hereby certify that this is a true copy of original instrument filed in my office this 31 day of Jan 1988
GEORGE L. ROOKER Clerk
By K Baker
Deputy Clerk

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