IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
1989 MAY -9 PM 4:02
GEORGE L. ROCKETT, CLERK
D. Spurlock D.C.

DEBRA LEIGH (HIX) RYAN,

Plaintiff/Wife

VS.

JAMES BRADFORD RYAN,

Defendant/Husband.

Docket No. 88D-4470

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 14th day of March, 1989, before the Honorable James R. Everett, Jr., Judge, upon the Complaint for Divorce of the Plaintiff, Debra Leigh (Hix) Ryan, and, it appearing to the Court from said Complaint, the testimony of Wife in Open Court, statement of counsel, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage relationship, thereby entitling Wife to an Absolute Divorce from Husband on said ground; and, it further appearing that Husband and Wife had executed a written, notarized Marital Dissolution Agreement, which the Court found did not contain sufficient and adequate support and maintenance for the minor children, said Agreement having been filed on November 30, 1988, and the parties having entered into a new Marital Dissolution Agreement, which Agreement the Court affirmatively finds does adequately and sufficiently provide for the care, custody and control of the parties' minor children, and contains an equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore it is hereby

ORDERED, ADJUDGED and DECREED that Plaintiff/Wife, Debra Leigh (Hix) Ryan, should be and she hereby is awarded an absolute divorce from Defendant/Husband, James Bradford Ryan, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. It is further

ORDERED, ADJUDGED and DECREED that the written, notarized Marital Dissolution Agreement dated May 3, 1989, should be and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

RECORDERS MEMO

MARITAL DISSOLUTION AGREEMENT

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CLERK & MASTER, CLERK
D.C.

THIS AGREEMENT entered into on the dates set forth below the parties' signatures, by and between DEBRA LEIGH (DIXON) RYAN, hereinafter referred to as "Wife", and JAMES BRADFORD RYAN, hereinafter referred to as "Husband":

W I T N E S S E T H

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WHEREAS, there is contemplated the filing of a Complaint for Divorce in the Circuit Court for Davidson County, Tennessee, Docket No. 88D-4470, wherein Wife shall seek an absolute divorce from Husband on the ground of irreconcilable differences; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, regarding their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship, and for the custody, support and visitation of the parties' minor children;

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. Wife shall have sole and exclusive care, custody, and control of the parties' minor children, Jacob B. Ryan (DOB 4/21/75) and Zachary M. Ryan (DOB 7/18/77), and Husband shall have reasonable and liberal visitation privileges with the minor children.

2. Husband shall pay directly to Wife, for the support and maintenance of the minor children of the parties, the sum of $100.00 per week, which shall commence on Monday, May 8, 1989, and each Monday thereafter. Said child support shall continue until the youngest minor child shall have attained his eighteenth (18th) birthday, or shall have graduated from high school, whichever event shall last occur.

3. Husband and Wife agree that each of them shall be responsible for one-half (1/2) of the payment of all costs associated with the furtherance of the children's education, in the event either or both of the children elect to attend an accredited college or university. Costs shall be defined as the amount necessary for tuition, room and board, entrance fees, lab fees, books and any other required costs incurred by either child to attend an accredited state college or state university leading to the attainment of a BS or BA Degree or its vocational

RECORDER'S MEMO

scholarships, grants, awards, income earned by the children, or guaranteed student loans. This obligation shall not exceed four (4) years of post high school education for any child referred to above.

4. The parties presently own, as tenants by the entirety, real property located at 6023 Panama Drive, Hermitage, Tennessee 37076, to which Wife shall have sole and exclusive use and possession. Said real property is more accurately described hereinafter below, as follows:

> Being Lot No. 150 on the Plan of Dodson Heights, as of record in Book 2900, Page 113, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Said Lot No. 150 fronts 71.8 feet on the northerly side of Panama Drive and extends back 142.0 feet on the westerly line and 140.0 feet on the easterly line to a dead line measuring 47.6 feet.
>
> Being the same property conveyed to James B. Ryan and wife, Debbie Ryan, by Deed from Charles T. Young and wife, Brenda G. Young, of record in Book 5216, Page 912, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 6023 Panama Drive, Hermitage, Tennessee 37076.

B. For so long as Wife shall have enjoy possession of said residence, she shall be and is solely responsible for the monthly mortgage indebtedness due and owing to Allstate Enterprises Mortgage Corporation, in the approximate amount of $241.60, and the homeowners insurance associated therewith. Husband and Wife shall be equally responsible for any and all upkeep, repair and maintenance expenses incurred in connection with said residence, until such time as the real property shall have been sold. The parties agree to immediately place said real property with a mutually acceptable listing agent at a price to be agreed upon between the parties.

C. At such time as said real property shall have been sold, the net proceeds derived therefrom shall be distributed 60% to Wife and 40% to Husband. Net proceeds shall be defined as the amount of net equity remaining after the payment of all taxes, mortgage indebtednesses, real estate agent's commissions and closing costs, as well as any costs for repairs (such as bathroom and painting work which are necessary in order to place the property in a marketable condition). Notwithstanding the foregoing, either party may purchase the other party's interest in said real property at a price expressly agreed upon between the parties.

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parties on her medical insurance plan. Husband and Wife shall be and are responsible for one-half (1/2) of all hospitalization, medical or dental (including orthodontic, orthopaedic, and optometric) expenses incurred for the benefit of the children which are not otherwise covered through Wife's insurance plan, including all deductibles.

B. Wife shall furnish Husband with copies of all estimates and invoices for medical or dental care provided to the minor children within thirty (30) days of receipt of same, and Husband shall reimburse Wife and/or make arrangements satisfactory to the health care provider for the payment of one-half (1/2) of the aforementioned uninsured or deductible expenses within thirty days thereafter.

C. Husband agrees that he shall continue to maintain the family life insurance policy through Massachusetts Indemnity presently in effect insuring the lives of Husband, Wife and the two minor children, at his expense; and, Wife shall be the irrevocable beneficiary upon that portion of the policy insuring the lives of Husband and the children, respectively, and Husband shall be the irrevocable beneficiary upon that portion of the policy insuring the life of Wife. Husband shall provide Wife with both a copy of the policy and proof of premium payment on at least an annual basis following the execution of this Agreement.

D. Neither party shall make any loans against said policies nor may they be cashed out or in any other way encumbered, absent the prior express approval of both parties. In the event that there shall exist any loans upon the aforesaid policies of life insurance at present, Husband shall be solely responsible for and shall hold harmless and indemnify Wife for the payment of same, which he shall cause to be paid off immediately.

6. Wife shall be and is vested with sole right, title and interest, and Husband shall be and is divested of any right, title or interest, in and to all of the personal property, furniture, furnishings and appliances presently located at the parties' residence, with the exception of the following described personal property, which property shall be and is the sole and exclusive property of Husband, as follows:

1. Gun collection, hunting and fishing equipment
2. Husband's personal clothing, effects & jewelry
3. Husband's tools
4. Bedroom suite (consisting of 3 pieces)
5. Picnic table
6. Couch and coffee table
7. Color TV (Large)
8. Wicker chair

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11. Portable dishwasher
12. Stereo and 1/2 of all tapes and records
13. Such other individual items of furniture, furnishings or miscellaneous goods which Wife shall unilaterally permit Husband to remove from the residence prior to December 5, 1988.

7. Husband shall be and is divested of any right, title and interest in and to the 1978 Jeep Cherokee, and Wife shall be and is vested with sole right, title and interest in and to said vehicle. Wife shall be and is solely responsible for any indebtedness due and owing upon said vehicle, and all maintenance and insurance associated therewith.

8. Wife shall be and is divested of any right, title and interest in and to the 1986 Chevrolet Cavalier, and Husband shall be vested with sole right, title and interest in and to said vehicle. Husband shall be and is solely responsible for the indebtedness due and owing upon said vehicle to Boatman's in the approximate amount of $299.61 per month, as well as all maintenance and insurance associated therewith. Husband shall be vested with sole right, title and interest, and Wife shall be divested of any right, title or interest, in and to the wooden mobile trailer which has been the property of the parties.

9. Husband shall be and is vested with sole right, title and interest, and Wife shall be and is divested of any right, title or interest, in and to the parties' joint checking account at First American National Bank, and Wife shall immediately open a checking account solely in her name at a banking institution of her choice. Husband and Wife shall equally divide the balance of any monies in the joint savings account presently established at First American National Bank.

10. The parties agree that each of them shall pay one-half (1/2) of the existing indebtednesses due and owing to Castner Knott (approximate balance of $400.00) and MasterCard (approximate balance of $2,500.00). Neither party shall cause to be made any further charges upon the aforesaid accounts. From and after the date of this Agreement (except as provided for herein), Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for any other indebtednesses primarily in her name, and Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any other indebtednesses primarily in his name.

11. Husband and Wife each agree to execute any documents or instruments which are, or may become, necessary to implement the terms and intents of this Agreement.

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contained in this Agreement are fair, adequate, and equitable, and that this Agreement makes adequate and satisfactory provision for the minor children of the marriage, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter, neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

13. The parties acknowledge that Attorney David R. Kennedy has represented Wife in the negotiations surrounding the preparation of this instrument; that Husband has represented himself; and that both parties understand and agree with the contents of said Agreement. Both parties understand and acknowledge that they have sought independent tax advise regarding the tax ramifications of this Agreement, and that Attorney David R. Kennedy has neither indicated any expertise in the tax area, nor has he advised either party regarding any tax consequences arising out of this Agreement.

14. Wife shall be and is solely responsible for all of her attorney's fees incurred in this cause, and Husband shall be and is solely responsible for the Court costs associated therewith, for all of which let execution issue, if necessary.

15. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of divorce granted to the Wife on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

16. By their signatures hereto, both parties waive personal service of process of a Complaint for Divorce, and confirm that Davidson County has jurisdiction and is the proper venue of all matters contained herein.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

James B. Ryan
JAMES BRADFORD RYAN
"Husband"
DATED: 5-3-89

Debbie L. Ryan
DEBRA LEIGH (HIX) RYAN
Wife
DATED: 5-3-89

RECORDER'S MEMO:
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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 named JAMES BRADFORD RYAN, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Marital Dissolution Agreement as the "Husband" for the purposes therein contained.

WITNESS my hand and official seal this 3rd day of May, 1989.

Cynthia A. Baker
NOTARY PUBLIC

My Commission Expires: 7-18-92

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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 named DEBRA LEIGH (HIX) RYAN, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement as the "Wife" for the purposes therein contained.

WITNESS my hand and official seal this 3rd day of May, 1989.

Julie A. Smith
NOTARY PUBLIC

My Commission Expires: 3-11-91

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Debra Leigh (Hix) Ryan
6023 Panama Drive
Hermitage, TN 37076

James Bradford Ryan
4522 Brick Church Pike
Whites Creek, TN 37189

IT IS FURTHER ORDERED that in the event the obligor parent is thirty (30) days delinquent in support as set out above, and upon the obligee parent making written application, the Clerk of the Court will issue an immediate wage assignment to the obligor's employer as provided by Section 36-5-501 T.C.A. Upon application being made, the Clerk will immediately give advance notice of the assignment to the obligor parent. Further, unless specifically ordered by the Court, such support shall not be reduced or prorated; nor, shall custody or visitation be modified without the prior express approval of the Court.

It is further ORDERED that the first Marital Dissolution Agreement signed by the parties and filed on November 30, 1988, shall be of no further force or effect, and is rendered null and void.

It is further ORDERED that Husband shall be solely responsible for all Court costs associated herewith, for which let execution issue, if necessary.

ENTERED this the 9 day of May, 1989.

JUDGE

APPROVED FOR ENTRY:

DAVID R. KENNEDY (BPR #5642)
Attorney for Plaintiff/Wife
4207 Lebanon Road, Suite 200
Hermitage, Tennessee 37076
(615) 883-4998

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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and exact copy of the foregoing Final Decree has been sent by U.S. Mail, postage prepaid, to the Defendant/Husband, James Bradford Ryan, 4522 Brick Church Pike, Whites Creek, TN, 37189, this 5th day of May, 1989.

DAVID R. KENNEDY

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STATE OF TENNESSEE

I, **GEORGE L. 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* Probate *Circuit Court for Davidson County, Tennessee, on the* 9th *day of* May, *19* 89, *in Case Number* 88D-4472 *between* Debra Leigh Ryan *Plaintiff, and* James Bradford Ryan *Defendant, as same remains of record in Book* 48A, *Page* 181 *of 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* 30th *day of* May *in the year one thousand nine hundred and* 89 *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J Dyer *D.C.*