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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LAURA TOSCANO BEAN Plaintiff,	]	
VS.	]	No. 89D-1008
RONALD WAYNE BEAN Defendant.	]	104-04 066

F I N A L D E C R E E

This cause came on to be heard on the 24th day of May, 11989, before the Honorable Robert Burch, Judge sitting by interchange of the Probate Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Plaintiff, Laura Toscano Bean, who until their separation in March 4, 1989 resided with the Defendant; and with the cause proceeding to trial as an uncontested matter in view of a written executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; testimony of Plaintiff, Laura Toscano Bean heard in open court; statement of counsel; and the entire record in this cause. From all of which, the Court is of the opinion and finds as follows:

That from the testimony presented to the Court, it appears the parties hereto have irreconcilable differences in their marriage.

It is THEREFORE, ORDERED, ADJUDGED, and DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Plaintiff, Laura Toscano Bean, is hereby awarded an absolute divorce from the Defendant, Ronald Wayne Bean, upon the grounds of irreconcilable differences, and she is hereby restored to all rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written executed Marital Dissolution Agreement, and the Court affirmatively finds that the parties have entered into a written executed Marital Dissolution Agreement; and the Court further affirmatively finds that the parties have made adequate

and sufficient provisions by written agreement for the equitable settlement of all property rights as between the parties and further, that there are no minor children of the parties. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into this 1 day of March, 19 89, by and between Laura Toscano Bean, hereinafter referred to as "Wife", and Ronald Wayne Bean, hereinafter referred to as "Husband":

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the PROBATE Court for Davidson County, Tennessee, a suit for divorce between the parties being Laura Toscano Bean vs. Ronald Wayne Bean bearing Docket No. 89D108

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.

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

1. Wife shall be and is divested of any right, title, or interest in and to the real property located in Davidson County, Tennessee, and Husband shall be and is vested with sole right, title, and interest in and to said real property which is situated at 3120 Noble Valley Drive, Nashville, Tennessee, 37214 and which is more specifically described below, as follows:

> Being Lot Lot No. 150 on the Plan of Larchwood, Section 2, of record in Plat Book 5200, Pages 57, 58, and 59, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed to Ronald W. Bean and wife, Laura T. Bean by deed from Jonathan D. Snyder and wife, Teresa F. Snyder, of record in Book 7175, Page 780, said Register's Office.
>
> Being the same property conveyed to Jonathan D. Snyder and wife, Teresa F. Snyder, by deed from James Michael Patterson and wife, Sharon K. Patterson, of record in Book 6544, Page 612, said Register's Office.
>
> This conveyance is subject to Restrictive Covenants of record in Book 5479, Page 443; Book 5681, Page 532; Book 6011, Page 130, and Book 5688, Page 696, Register's Office for said County.

2. Husband shall be and is solely responsible for and shall hold harmless and indemnify Wife for any liability arising out of the indebtedness due and owning on said real property, including the payment of any and all property taxes, insurance premiums, or other costs associated with the maintenance of said real property.

3. Husband and Wife agree that there is a $2,500.00 balance on this VISA credit card account. Husband agrees to pay $2,150.00 of said balance. The Wife agrees to pay the remaining balance.

4. Husband shall be and is divested of any right, title, or interest in and to the 1987 Pontiac Sunbird currently in the Wife's possession, and Wife shall be vested with the sole right, title and interest in and to said vehicle. Wife shall be and is solely responsible for and shall hold harmless and indemnify Husband for any indebtedness due and owing upon said vehicle and Husband agrees to surrender title to said vehicle when the financing arranged through his police credit union is completely paid off.

5. Each party will retain the personal property that is currently in his or her possession and each shall be and is divested of any right, title, or interest in and to said property.

6. The Wife and Husband claim no alimony, either pendente lite or permanent, and waive any claim they might have hereto in any divorce action between them.

7. The Wife shall be responsible for the payment of the balance of any court costs necessitated by either party obtaining a divorce pursuant to the terms and conditions of this agreement; however, it is agreed by the parties that any advanced filing fee paid by either party as may be applied to the court costs, shall be applied to the court costs and not refunded.

8. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them to the extent and probable value of all property and estate of the parties jointly and personally and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise in and to all of the estate whether real, personal, and tangible or mixed now owned or hereinafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this agreement.

9. The parties agree this Marital Dissolution Agreement subject to Court's approval shall be incorporated in and made a part of any decree of Divorce which may be entered hereafter.

10. The parties agree that they will not remove, sell, mortgage, or in any manner dissipate, or damage the real or personal property of the other party located in the homeplace or otherwise, either held jointly or severally, pending a final hearing for divorce.

11. Each party, at the request of the other, will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

12. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

13. Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect, and the invalid portion shall be struck from the agreement or modified as the Court shall order.

14. Each party acknowledges that this agreement has been entered into of his or her volition with full knowledge and information including tax consequences. In some instances, it represented a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party ac-

knowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement other than the representations set forth herein.

15. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

16. The Wife shall be and is restored to her maiden name of Toscano.

17. By their signatures hereinafter below, both parties herewith acknowledge that Davidson County is the property jurisdiction and venture of this action and each of them waive any statutory or personal service of process.

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

RONALD WAYNE BEAN

Date: 16 May 1989

LAURA TOSCANO BEAN

Date: 3/16/89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for said County and State, Laura Toscano Bean, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 16th day of March, 1989.

Anthony N. Bowers
NOTARY PUBLIC

My Commission Expires:
5-20-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for said County and State, Ronald Wayne Bean, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 16th day of March, 1989.

Anthony N. Bowers
NOTARY PUBLIC

My Commission Expires:
5-20-92

It is further ORDERED, ADJUDGED, and DECREED that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein is hereby approved by the Court and made the judgment hereof in all respects.

It is further ORDERED, ADJUDGED, and DECREED that the costs of this action are taxed against the Wife

It is further ORDERED, ADJUDGED, and DECREED that after this Decree has become final, Anthony N. Bowers shall be relieved of his obligations of representation as legal counsel to the Plaintiff including future service of process or any other matters regarding this cause.

JUDGE
5-24-89

APPROVED FOR ENTRY:

Anthony N. Bowers
Attorney for Plaintiff
2525 Lebanon Road
Nashville, Tennessee 37214
(615) 889-3228
Registration No. 5870

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed, postage prepaid via United States Mail to John M. L. Brown, Attorney for Defendant, Union Planters Bank Building, Second Floor, 221 Fourth Avenue, North, Nashville, Tennessee 37219, this 24th day of May, 1989.

Anthony N. Bowers

98990

IDENTIF. REFERENCE

Jul 2 2 [illegible]

[illegible] 24.00

BOOK 8032 PAGE 343

Mail
Ron Bean
941 Greenbrier Trace
Nash 37214

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* TWENTY-FOURTH *day of* MAY, *19* 98, *in Case Number* 89D-1008 *between* LAURA TOXCANO BEAN *Plaintiff, and* RONALD WAYNE BEAN *Defendant, as same remains of record in Book* 48A, *Page* 774 *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* 25th *day of* JANUARY *in the year one thousand nine hundred and* NINETY *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Walter S. Adams *D.C.*

Form #GR-117