ORDER FILED & ENTERED 11-20-90
MINUTE BOOK 120 PAGE 718

IN THE CHANCERY COURT FOR SUMMER COUNTY, TENNESSEE
AT GALLATIN

MINUTES
NOV 2 0 90
CHANCERY COURT

NOEL F. BEAN,

RECEIVED JUN 12 1991

vs. Transfer No. 89D-293

BOOK 8373 PAGE 704

LINDA G. BEAN,

FILED
NOV 20 1990
By Deputy C & M 12:00 pm

FINAL DECREE

This cause came on to be heard on the 8th day of November, 1990, before the Honorable Tom E. Gray, Chancellor, upon the original Complaint for Absolute Divorce heretofore filed by Mr. Bean, Answer and Counter Complaint for Absolute Divorce heretofore filed by Mrs. Bean, subsequent agreement of the parties to withdraw the original Complaint filed by Mr. Bean and allow Mrs. Bean to proceed upon her Counter Complaint, stipulation that Mrs. Bean has grounds for divorce pursuant to T.C.A. §36-4-129 and that she should be granted an absolute divorce, statement to the Court of the terms of a property agreement stipulated by and between the parties, testimony of Mrs. Bean, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that the agreement of the parties is equitable and is approved by the Court as hereinafter ordered.

It is therefore, ORDERED AND ADJUDGED by the Court that the original Complaint for Absolute Divorce heretofore filed in this cause by Mr. Bean is hereby dismissed.

It is further ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby, forever, and perpetually dissolved and the Counter Plaintiff, Linda G. Bean, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court that all right, title and interest which Mr. Bean has, in and to, the marital residence of the parties located at 3218 Patton Branch Road, Goodlettsville, Sumner County, Tennessee, more specifically described as follows:

"Land in the 6th Civil District of Sumner County, Tennessee, being further described as follows:

Beginning at a iron pin and steel fence post on the east margin of Patton Branch Road (same being located 475.0 feet northward measured along the east margin of Patton Branch Road from the original S.W. corner of the J.W. Crunk property Tract #1); thence leaving the road and with a flagged line South 86 deg. 30 min. E 980.0 feet, more or less, to a iron pipe and iron pin (a point in the dividing line in the Crunk land); thence, N 6 deg. E 372.0 feet to a iron pin; thence, S 89 deg. 30 min. W 955.0 feet, more or less, to an iron pin and steel post on the east margin of Patton Branch Road; thence, with the east margin of road S 11 deg. 30 min. W 325.0 feet to an iron pin, the point of beginning, containing 7.52 acres.

Being the same property conveyed to Noel Bean and wife, Linda Bean by deed from John Wilbur Crunk and wife, Beatrice Moore Crunk, Ray Wilson Crunk, Wilbur Jackson Crunk, Edward Lee Crunk and James Luther Crunk of record in Deed Book 395, page 344, said Register's Office.

shall be and the same is hereby divested from him, and the sole and exclusive ownership in and to said property shall be vested in Linda G. Bean in fee simple. The Court further orders that Mr. Bean shall be responsible for payment of the balance of mortgage indebtedness on said property, which indebtedness is in the approximate amount of FIFTY THREE THOUSAND ($53,000.00) DOLLARS, and he shall continue to pay the mortgage balance, including taxes and insurance escrow, until the present mortgage balance indebtedness is paid in full. It is further ordered by this Court that this mortgage balance shall be paid in full on or before five (5) years from the date of entry of decree and he shall hold Mrs. Bean harmless from any responsibility thereon. The Court further Orders that Mr. Bean shall be allowed to deduct the taxes and interest payments each year for Federal Income Tax purposes. The Court further ORDERS that it is the intention of the parties that these payments by Mr. Bean on the mortgage represent spousal support but shall not be deductible by Mr. Bean for Federal Income Tax purposes nor shall they be taxable to Mrs. Bean. In order to secure this obligation by Mr. Bean, the Court awards Mrs. Bean a judgment lien against Mr. Bean's real property located at 1012 North 16th Street, Nashville, Davidson County, Tennessee, said lien to remain in full force and effect until the balance of mortgage indebtedness is paid on the Patton Branch Road Property aforementioned. The description to the 1012 North 16th Street property shall be set forth hereinafter.

The Court further ORDERS that Mr. Bean shall immediately pay the mortgage payments which are in arrears and bring these current in order to stop any foreclosure proceedings which may be threatened against the marital residence. Mr. Bean shall forever hold Mrs. Bean harmless and indemnify her from any responsibility arising from the mortgage payment on the Patton Branch Road property, including past due payments and payments to accrue in the future.

It is further ORDERED AND ADJUDGED by the Court that all right, title, and interest which Mr. Bean has, in and to, the rental property located at 2311 Eastland Avenue, Nashville, Davidson County, Tennessee, more specifically described as follows:

> "LAND in Davidson County, Tennessee, being Lot No. 2 on the Plan of Eastland Oaks, Section 1, as of record in Book 4660, Page 67, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> BEING the same property conveyed to Stephen Kreal and wife, Susan, joint tenants with right of survivorship, 30% undivided interest; and Harry Braunstein and Ella Braunstein, as tenants in common, 70% undivided interest; by deed from Jeffrey L. Brosini and Patricia L. Wellspring, of record in Book 5964, page 218, Register's Office for Davidson County, Tennessee.

shall be and the same is hereby divested from Mr. Bean and the sole and exclusive ownership, in and to said property, is vested in Linda G. Bean in fee simple absolute, and she shall assume the balance of mortgage indebtedness thereon and hold Mr. Bean harmless from any responsibilty thereon.

It is further ORDERED AND ADJUDGED by the Court that all right, title, and interest which Mr. Bean has, in and to, the property located at 1010 North 16th Street, Nashville, Davidson County, Tennessee, more specifically described as follows:

> "LAND in Davidson County, Tennessee, being Lot No. 63 on the plan of the Subdivision of Lots 8, 9, 10, Lot No. 7 in Block A, Lots 13, 14, of Block B and all of Block C in Subdivision of Weakley Home Place, of record in Book 547, page 12, Register's Office for said County.
>
> SAID Lot No. 63 fronts 50 feet on the westerly margin of North 16th Street, formerly Porter Avenue, and extends back between parallel lines 150 feet to a dead line in the rear.

BEING the same property conveyed to William H. Caruthers, Jr., and wife, Linda Caruthers by deed from David M. Ventress and wife, Jeanne Ventress of record in Book 4999, page 375, Register's Office for Davidson County, Tennessee.

IT is understood and agreed that part of the consideration for the transfer of this property is the agreement of the Grantees to assume the unpaid balance of a note secured by a first mortgage Deed to Trust to Schumacher Mortgage Company, Inc., of record in Book 4999, page 377, Register's Office for Davidson County, Tennessee, and also that the escrow account in connection with the aforesaid Deed of Trust is hereby transferred to the said Grantees.

shall be, and the same is hereby divested from him and the sole and exclusive ownership, in and to said property, shall be vested in Mrs. Bean in fee simple absolute and she shall assume the balance of mortgage indebtedness thereon and hold Mr. Bean harmless from any responsibility therefrom.

It is further ORDERED AND ADJUDGED by the Court that all right, title, and interest which Mrs. Bean has, in and to, the real property located at 910 Main Street, Nashville, Davidson County, Tennessee, more specifically described as follows:

"BEING Lot "D" on the Map of J.W. Vaughn's Subdivision of Lots Nos. 1 and 2 in Barrow's Addition to Edgefield and lot No. 1, Brown's Addition to Edgefield, as of record in Book 332, page 72, Register's Office for Davidson County, Tennessee.

SAID Lot "D" fronts, according to said plan, 44.87 feet on the southerly side of Main Street, and runs back 170 feet to an alley, on which it measures 44.9 feet.

Included in the above description but excluded therefrom, is that part of said property conveyed to The Nashville Housing Authority, by deed from E. E. Pewett and wife, of record in Book 4099, page 462, said Register's Office.

BEING the same property conveyed to Jerry C. Baskin and wife, Doris G. Baskin by deed from E. E. Pewett and wife, Pauline Pewett of record in Book 4761, page 830, Register's Office for Davidson County, Tennessee."

shall be and the same is hereby divested from her and the sole and exclusive ownership, in and to said property, shall be vested in Noel F. Bean in fee simple absolute and he shall assume the balance of mortgage indebtedness thereon and hold Mrs. Bean harmless from any responsibility therefrom. However, Mr. Bean represents and warrants to the Court that this property is unencumbered, and the Court does

hereby order that Linda G. Bean shall be awarded a second mortgage lien against 910 Main Street, Nashville, Davidson County, Tennessee, to remain in full force and effect until such time as Mr. Bean has paid in full the mortgage indebtedness existing against the marital residence at 3218 Patton Branch Road. Upon full payment of the mortgage on the marital residence, Mrs. Bean shall execute a release of lien as to the property at 910 Main Street.

It is further ORDERED AND ADJUDGED by the Court that all right, title, and interest which Mrs. Bean has, in and to, rental properties located at 3930 Baxter Avenue, 210 Tillman Avenue, 190 Manchester, 1022 Granada Street, and 1012 North 16th Street, all located in Nashville, Davidson County, Tennessee, shall be and the same are hereby divested from her and the sole and exclusive ownership, in and to, the aforementioned properties shall be vested in Noel F. Bean in fee simple absolute and he shall assume the balance of mortgage indebtedness thereon and hold Mrs. Bean harmless from any responsibility therefrom. The aforementioned properties awarded to Husband or more specifically described as follows:

I. 3930 Baxter Avenue:

"Land in Davidson County, Tennessee, being the westerly 170 feet of Lot No. 19 on the subdivision of Maplewood home Tract, of which is of record in Book 421, page 174, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 19 fronts 80.5 feet on the easterly side of Baxter Street and runs with the southerly margin of McIver Street 170 feet to a dead line measuring 88 feet more or less, thereon.

Being the same property conveyed to James E. Jones and wife, Judith R. Jones, by deed of record in Book 5354, page 375, Register's Office for Davidson County, Tennessee."

II. Tillman Avenue:

"LAND in Davidson County, Tennessee, being Lot No. 2 on the plan of Rolling Acres No. Two, Section One, of record in Book 1424 at page 45, Register's Office for said County.

Said Lot No 2 fronts 60 feet on the southerly margin of Tillman Street, now known as Tillman Lane and extends back between parallel lines 120 feet to a dead line.

Being the same property conveyed to J. Suzanne Howell by deed from Charles E. Wright and wife, Melba Wright of record in Book 5490 at page 964, Register's Office for said County.

This conveyance is made subject to: (a) property taxes for 1984 for which Grantee will be responsible; and (b) the matters set forth on said plan.

As part of the consideration for this conveyance, Grantee assumes and agrees to pay the indebtedness evidenced by the note to which reference is made in the deed of trust recorded in Book 5490 at page 967 in said Register's Office, (Molton, Allen & Williams #316442) according to the terms thereof and Grantor hereby assigns to Grantee the escrow account in connection therewith.

The execution of this deed by Grantor is effected by the signature of her attorney-in-fact, Phyllis Phillips, pursuant to the Limited Power of Attorney recorded in said Register's Office immediately prior to the recording hereof."

III. 1022 Granada Street:

"Being Lot No. 15 on the Plan of J.G. Grissim's Addition to East Nashville of record in Book 974, page 35, Register's Office for Davidson County, Tennessee.

Said Lot No. 15 fronts 50 feet on the southerly margin of Granada Avenue, and extends back between parallel lines 150 feet to a dead line which measures 50 feet thereon.

Being the same property conveyed to Charles E. Evans and wife, Jo H. Evans, by deed of record in Book 6372, page 446, Register's Office for Davidson County, Tennessee."

IV. 1012 North 16th Street:

"Land in Davidson County, Tennessee, being Lot No. 64 on the Plan of Subdivision of Lots No. 8, 9 & 10 and part of Lot 7 in Block "A" Lots No. 13 and 14 in Block "B" and all of Block "C" in the subdivision of Weakley Home Place of record in Plan Book 547, page 12, said Register's Office, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Noel F. Bean and wife, Linda G. Bean by deed from Henry C. Winkler, Jr. et al, of record in Book _____, page _____, said Register's Office."

V. 190 Manchester:

"Being Lot No. 23 on the Plan of Beaumont Place, of record in Book 332, page 38, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.

Being the same property conveyed to Noel Bean and Wife, Linda Bean, by deed from William H. Dorris, recorded simultaneously herewith."

It is further ORDERED AND ADJUDGED by the Court that the 1990 Mitsubishi automoble shall be awarded as the sole and exclusive property of Linda G. Bean and she shall assume any indebtedness thereon

and hold Mr. Bean harmless from any responsibility thereon. Mr. Bean shall be awarded the sole and exclusive ownership of the 1981 Corvette and the 1987 Ford Panel Truck and he shall assume any indebtedness thereon and hold Mrs. Bean harmless from any responsibility therefrom.

It is further ORDERED AND ADJUDGED by the Court that all of the household furniture, furnishings and personal property located at the marital residence at 3218 Patton Branch Road shall be awarded as the sole and exclusive property of Mrs. Bean, with the exception of the following items which shall be awarded to Mr. Bean: Mr. Bean shall receive his bottle collection, clock, his father's tools, and all of his Bean family portraits and pictures. Mr. Bean will also be awarded his guns in the event that they are located or found. Mr. Bean shall also receive any and all personal property in his possession as of the date of the entry of decree. Mr. Bean shall make arrangements to pickup his items within thirty (30) days after entry of decree.

It is further ORDERED AND ADJUDGED by the Court that Mr. Bean shall maintain in full force and effect a life insurance policy on his life in an amount equal to the mortgage balance owing on the marital residence located at Patton Branch Road, said policy to remain in full force and effect until such time as he has removed, or paid in full, the mortgage on said property. The Court further orders that Mrs. Bean shall be the irrevocable beneficiary of this life insurance policy until the mortgage is paid in full and Mr. Bean shall provide evidence that the policy is in existence, that she is the beneficiary, and that it remains in full force and effect.

It is further ORDERED AND ADJUDGED by the Court that all right, title, and interest which Mrs. Bean has, in and to, the business known as MUSIC CITY SUPPLY or any other business interests owned by Mr. Bean shall be divested from her and the sole and exclusive ownership shall be vested in Mr. Bean and he shall assume any indebtedness associated with said business interests and hold Mrs. Bean harmless from any responsibility therefrom.

It is further ORDERED AND ADJUDGED by the Court that Mr. Bean shall be awarded his one-half interest, in and to, S&N PROPERTIES, including the right to receive any monies due or owing from his

sister, Shirley Perry, and any interest in property at McMurtry Lane.

It is further ORDERED AND ADJDUGED by the Court that Mrs. Bean shall retain the sole and exclusive ownership of her retirement plan through the Sumner County Department of Education, free and clear of any claim by Mr. Bean.

It is further ORDERED AND ADJDUGED by the Court that both parties shall be awarded their separate bank accounts free and clear of any claim of the other party.

It is further ORDERED AND ADJDUGED by the Court that each party shall be responsible for their sole and separate debts or indebtedness incurred in their separate names since the separation in June of 1989, and shall hold the other party harmless therefrom. Mr. Bean shall be responsible for any monies owing to his mother, Jewel Bean, resulting from any loans or Promissory Notes and he shall hold Mrs. Bean harmless therefrom.

It is further ORDERED AND ADJUDGED by the Court that Mrs. Bean's counsel of record, Robert L. Jackson, shall have and recover from Mr. Bean a judgment for attorney fees in the sum of TWO THOUSAND ($2,000.00) DOLLARS, which represents partial contribution toward her fees and said judgment shall be due and payable within thirty (30) days of the execution of this decree. Mrs. Bean shall be responsible for any remaining balance of her attorney fees.

It is further ORDERED AND ADJUDGED by the Court that Mrs. Bean will commence collection of rent from her rental properties on December 1, 1990, and Mr. Bean will make available to her any and all records or lease agreements in his possession, which involve the rental property awarded specifically to her. Mr. Bean will be responsible for paying all mortgage payments on the rental property awarded to Mrs. Bean through November 30, 1990, and is awarded all rent due on said property through November 30, 1990.

The Costs of this cause shall be taxed to the parties equally for all of which execution may issue is necessary.

Enter this 20 day of November, 1990.

Tom E Gray
JUDGE

BOOK 120 PAGE 726

BOOK 8373 PAGE 712

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: ROBERT L. JACKSON
P.R. #2486
SOLICITOR FOR MRS. BEAN
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

BY: ROBERT TODD JACKSON
P.R. #13566
SOLICITOR FOR MRS. BEAN
214 Second Avenue, North
Suite 103
Nashville, Tennessee 37201
615/256-2602

BUTLER AND PHILLIPS

BY: JACK BUTLER
P.R. #2838
SOLICITOR FOR MR. BEAN
First American Center
23rd Floor
Nashville, Tennessee 37238

PICK-UP

BY: ROSEMARY PHILLIPS
P.R. #10083
SOLICITOR FOR MR. BEAN
23rd Floor
Nashville, Tennessee 37238
615/244-3300

22025

JUN 13 11 59 AM '91

3605 06/13 0101 03CHECK 27.00

STATE OF TENNESSEE
SUMNER COUNTY

I, Brenda M. Page, Clerk & Master of said County, do hereby certify that the foregoing instrument contains a true and complete copy of Final Decree as same appears of record or on the file in Book 120 Page 718 of the records of the Chancery Court of Sumner County, Tennessee. Given under my hand and seal this 11th day of June 1991

BRENDA M. PAGE, Clerk & Master

By _____ DC