103-16 CB
115.00

Pictures

USH 174

FILED
NOV 20 1991
GEORGE H. ROWKER, Clerk
By K Stratton Deputy

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LAWRENCE PLACE BAHAN)
)
-VS-) NO: 91D-1944
)
IRISH ANN EAKER BAHAN)

FINAL DECREE OF DIVORCE BOOK 8524 PAGE 869

This cause came on to be heard on the 15th day of November, 1991, before the Honorable James R. Everett, Jr., Judge of the Probate Court of Davidson County, Tennessee, on the Complaint for Absolute Divorce filed by the Husband, Lawrence Place Bahan. Upon hearing the testimony of Husband, 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 that the parties have irreconcilable differences in their marriage and that the Husband, Lawrence Place Bahan is entitled to an absolute divorce on the grounds of Irreconcilable Differences.

It is therefore ORDERED, ADJUDGED and DECREED that the bounds of matrimony heretofore existing by and between the parties are hereby dissolved and the Husband, Lawrence Place Bahan, is hereby awarded an Absolute Divorce from the Wife, Irish Ann Eaker Bahan, upon the grounds of Irreconcilable Differences, T.C.A. 36-4-103, and he is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103 (b) the Court affirmatively found that the parties hereto entered into a written and executed Marital Dissolution Agreement and filed the same with this Court on May 21, 1991. The Court further found that the parties entered into an Amended Marital Dissolution Agreement on or about October 4, 1991 and that this Amended Marital Dissolution Agreement supersedes the Marital Dissolution Agreement filed on May 21, 1991. The Court further found that the parties made adequate and sufficient provisions by the written agreement for the equitable settlement of any property rights as between them and adequate and sufficient provision for the custody and support of their minor child.

The Court further found that the Marital Dissolution Agreement provides that the Husband shall have all rights and interest to his condominium located at 4215 Harding Road, #1008 in Nashville, Davidson County, Tennessee. The property is more particularly described as follows:

> Being Unit No. 1008 as shown on the Plat of Windsor Tower, a condominium, of Record in Book 5200, Page 71, Register's Office for Davidson County, Tennessee, together with an undivided .503 percent interest in common elements of 4215 Harding Road, Homeowners Association as described in Book 5313, Page 338, et. seq., said Register's Office.
>
> Being the same property conveyed to Larry P. Bahan from Jane W. Persing and Adele W. Pack by deed recorded in Book 8158, Page 843, Register's Office for Davidson County, Tennessee.

The Court hereby approved the Amended Marital Dissolution Agreement of October 4, 1991, and the same is hereby incorporated in words and figures as follows:

5322 01/08 0101 03CHECK 36.00

MAIL ENV.

JAN 8 3 35 PM '92

RECEIVED FOR RECORD

7.5 3 3 5

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LAWRENCE PLACE BAHAN	)	BOOK 8524 PAGE 871
	)	
-vs-	)	NO.: 91D-1944
	)	
IRISH ANN EAKER BAHAN	)	

AMENDED MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into on this the 4 day of October, 1991, by and between **IRISH ANN EAKER BAHAN** hereinafter referred to as "Wife" and **LAWRENCE PLACE BAHAN**, hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, filed contemporaneous with this Marital Dissolution Agreement in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce.

WHEREAS, the parties are married and there is presently one minor child; and,

WHEREAS, both parties agree and stipulate that this Amended Agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the care, custody and support of any children the parties may have as a result of the marriage, and that this agreement supercedes the agreement previously filed on May 21, 1991, and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

1.0. CHILD CUSTODY, SUPPORT AND VISITATION.

1.1. The parties hereto agree that they shall retain joint custody of their minor child, **Patrick Benjamin Bahan.** Wife shall be primary custodian and Husband shall have reasonable

visitation. This Agreement for joint custody is based upon the acknowledgment that each desires to do what is in the best interest of the child, therefore, both parties agree to act in good faith toward one another in making decisions on behalf of the child and to always consider the best interest for the child first without regard for the interest of each other.

1.2. The parties intend to counsel with each other in determining the education and health needs of the child and expressly agree that neither of them will remove the child from the jurisdiction of the Court without having given notice to the other.

1.3. Husband agrees to pay the sum of $648 per month as child support, directly to Wife. This amount is in compliance with the child support guidelines as set out in T.C.A. § 36-5-101(5)(e).

1.4. Wife agrees to maintain medical and health insurance for the benefit of the minor child and Wife shall be responsible for the uncovered medical expenses.

1.5. Wife shall claim the minor child for purposes of the Internal Revenue Service Dependency Exemption and Husband agrees to execute any documents necessary to allow Wife the Internal Revenue Service Dependency Exemption.

2.0. REAL PROPERTY.

2.1. Husband and Wife are owners of a parcel of real estate as tenants by the entirety which is located at 2907 Westmoreland Drive, Nashville, Davidson County, Tennessee. Husband is the owner of a second parcel of real property located in Crossville, Tennessee, and holds such property in trust for Irish E. Bahan. The Crossville real property is known as a Unit #35, Condominium Unit #80-D, Type 2bd of Building 8B which is a part of Lake Properties, Inc.

2.2. Husband agrees to convey all right, title and interest in the property located at 2907 Westmoreland Drive to Wife and the same shall be conveyed by Quitclaim Deed which is to be executed at the time of this Agreement. Wife shall be responsible for any and all payments due on the first mortgage on said property and shall also be responsible for all maintenance on said property and shall hold Husband harmless for any payments and/or maintenance on same. Husband agrees to be responsible for payment of 1/2 of the second mortgage on said property and said mortgage is located at Citizens Bank, Account Number 001800000600516. Wife shall have a lien on Husband's condominium located at 4215 Harding Road, Number 1008 to the extent that 1/2 of the second mortgage on the 2907 Westmoreland Drive property, is due, owing, and unpaid. Husband shall execute a promissory note in favor of the wife for such purpose and said note shall be secured by a deed of trust, said note hereby being incorporated by reference into this agreement.

2.3. Wife agrees to convey all right, title and interest in the condominium located at Unit #35, Condominium Unit No. 80D-Type 2 bd of Building No. 8B of Lake Properties, Inc., which is located in Crossville, Tennessee to Husband and same shall be conveyed by Quitclaim Deed which is to be executed at the time of this Agreement. Husband shall be responsible for all payments and maintenance on said property and shall hold Wife harmless for any and all payments and/or maintenance on same.

2.4. Husband purchased a condominium located at 4215 Harding Road, #1008 during the marriage. Wife agrees that any interest she may have to said property is divested out of her and all right, title and interest in said condominium is vested solely in Husband.

3.0. PERSONAL PROPERTY

3.1. Wife shall have all right, title and interest to one 1982 Chrysler Lebaron automobile and any interest that Husband may have in and to said automobile shall be divested from

Husband and vested solely in Wife and Wife agrees to hold Husband harmless on any indebtedness on the same.

3.2. Husband shall have all right, title and interest to one 1986 Subaru automobile and one Honda motor scooter and any interest that Wife may have in and to said vehicles shall be divested from Wife and vested solely in Husband and Husband agrees to hold Wife harmless on any indebtedness on the same.

3.3. Each party shall retain his or her own clothing, personal papers and wearing apparel.

3.4. Husband shall have all right, title and interest to the crystal and oil paintings and any interest that Wife may have shall be divested from Wife and vested solely in Husband.

3.5. Wife shall have all right, title and interest in one sailboat and one motor boat and any interest that Husband may have in and to said boats shall be divested from Husband and vested solely in Wife and Wife agrees to hold Husband harmless on any indebtedness on the same.

3.6. All household furniture and affects have been divided to the satisfaction of the parties.

3.7. All personal property, except that which has been described in this Agreement, has been divided between the parties and neither party is now, or in the future, making claim against the other for property not currently in their possession.

4. **DEBTS AND JOINT ACCOUNTS**

4.1. Husband possesses a gold Mastercard and shall be responsible for any and all payments on the same and shall hold Wife harmless for any indebtedness on same.

4.2. Each party agrees to be responsible for his or

her own debts and agrees that neither party shall charge or cause to be charged to the other party any purchases which either of them make after this Agreement has been entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

5. **ATTORNEY'S FEES**

5.1. Wife shall be responsible for the payment of attorney's fee to her attorney should she choose to retain one. Husband shall be responsible for the payment of attorney's fee to Stephan D. Karr.

6. **COURT COSTS.**

6.1. It is agreed that any cost of court incurred as a result of the action that has been filed for divorce in this matter, shall be paid by Husband.

7. **INCORPORATION INTO FINAL DECREE.**

7.1. The parties desire that this Agreement be incorporated as part of any final decree of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee, or any other having appropriate jurisdiction to the parties and the parties agree that it shall be submitted to the Court for its ratification and approval.

8. **AGREEMENT TO EXECUTE.**

8.1. It is understood and agreed between the parties, as part of the consideration of the execution of this Agreement, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

9. **FINAL SETTLEMENT.**

9.1. It is understood and agreed between the

parties that this Agreement is intended to give final settlement of all property rights of the respective parties hereto and as a discharge from all other claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other, all rights or claims which each may have or hereafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Wife and Husband, or any property that either may acquire in the future.

10. BINDING AGREEMENT.

10.1. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

11. UNDERSTANDING OF AGREEMENT.

11.1. Wife understands that Stephan D. Karr is acting as attorney for Husband and Mr. Karr, by virtue of this Agreement, is advising Wife of her right to seek counsel on her own and is further advising her that she need not execute this Agreement without submitting it to counsel of her own choosing. Wife acknowledges with her signature that she is satisfied with this Agreement and understands the position of counsel who prepared it.

11.2. Wife further understands that this Agreement will be filed with Husband's Complaint for Divorce upon irreconcilable differences and that she will not be served with process by the sheriff after filing. That her signature to this Agreement constitutes a waiver of service of process. Wife will receive a copy of the Complaint and will receive notice of all settings and copies of all pleadings or Orders filed in the divorce case.

11.3. This Agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly and with full knowledge of the financial condition, nature, character and value of the other's estate. Each party acknowledges that this Agreement has been entered into of his or her own volition. 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 acknowledges 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.

THIS AGREEMENT executed this the 4 day of October, 1991.

Lawrence Place Bahan

LAWRENCE PLACE BAHAN

Irish Ann Eaker Bahan

IRISH ANN EAKER BAHAN

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, in and for the said County and State, the within named **LAWRENCE PLACE BAHAN**, with whom I am personally acquainted (or proved to me by satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 4 day of October, 1991.

Julia A Dean

NOTARY PUBLIC

My Commission Expires: 9-21-94

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, in and for the said County and State, the within named **IRISH ANN EAKER BAHAN**, with whom I am personally acquainted (or proved to me by satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 4 day of October, 1991.

Julia A Dean
NOTARY PUBLIC

My Commission Expires: 9-24-94

It is further ORDERED, ADJUDGED and DECREED that the cost of this cause are taxed to the Husband all for which execution may issue if necessary.

ENTERED this the 26 day of NOV, 1991.

APPROVED FOR ENTRY BY:

STEPHAN D. KARR #9514
430 Third Avenue North
Suite 200
Nashville, TN 37201
(615) 244-7271

JUDGE JAMES R. EVERETT, JR.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent to Ms. Irish Ann Eaker Bahan, 2907 Westmoreland, Nashville, TN 37212 on this the 18 day of Nov, 1991.

STEPHAN D. KARR

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* 26th *day of* NOVEMBER, *19* 91, *in Case Number* 91D-1944 *between* LAWRENCE PLACE BAHAN *Plaintiff, and* IRISH ANN EAKER BAHAN *Defendant, as same remains of record in Book* 65A, *Page* 174 *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* 8th *day of* JANUARY *in the year one thousand nine hundred and* 92 *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By J Parish *D.C.*

Form #GR-117

BOOK 8524 PAGE 880

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

THIS BECOMES A LEGAL RECORD WHEN PROPERLY EXECUTED AND FILED.

TYPE OR PRINT IN PERMANENT BLACK INK.

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO. 91D-1944

STATE FILE NUMBER

HUSBAND

1. HUSBAND'S NAME (First Middle Last): Lawrence Place Bahan

2a. RESIDENCE—STATE: Tennessee

2b. COUNTY: Davidson

2c. CITY, TOWN, OR LOCATION: Nashville

2d. STREET AND NUMBER: 4215 Harding Road #1008

3. BIRTHPLACE (State or Foreign Country): Baton Rouge, LA

4. DATE OF BIRTH (Month Day Year): 4-2-36

WIFE

5a. WIFE'S NAME (First Middle Last): Irish Ann Eaker Bahan

5b. MAIDEN NAME: Irish Ann Eaker

6a. RESIDENCE—STATE: Tennessee

6b. COUNTY: Davidson

6c. CITY, TOWN, OR LOCATION: Nashville

6d. STREET AND NUMBER: 2907 Westmoreland

7. BIRTHPLACE (State or Foreign Country): Mercedes, TN

8. DATE OF BIRTH (Month Day Year): 1-11-45

MARRIAGE

9a. PLACE OF THIS MARRIAGE—STATE (or Foreign Country): Louisiana

9b. COUNTY:

9c. DATE OF THIS MARRIAGE (Month Day Year): 8-15-65

10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month Day Year): 8-15-88

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify): 2 sons

11b. CHILDREN UNDER 18 IN THIS FAMILY (Specify): 1

11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED,TO: ☐ No Children Husband ___ Wife X Joint (Husband/Wife) ___ Other ___

12. PETITIONER: 1 X Husband 2 Wife 3 Both 4 Other (Specify) _____

13a. NAME OF PETITIONER'S ATTORNEY (Type/Print): Stephan D. Karr

13b. ADDRESS (Street or R F D No City or Town State Zip): 430 Third Ave. N, Nash, TN

DECREE

DO NOT USE A SEAL ON THIS CERTIFICATE.

14a. I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON: (Month Day Year): 11-15-91

14b. TYPE OF DECREE: 1 X Absolute 2 Limited 3 Annulment

14c. WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name)

14d. COUNTY OF DECREE: Davidson

14e. TITLE OF COURT: 1 Circuit 2 Chancery 3 General Sessions 4 X Probate 5 Other (Specify) _____

14f. DATE OF RECORDING DECREE (Month Day Year): 11-26-91

SIGNATURE MUST BE IN PERMANENT BLACK INK.

14g. SIGNATURE OF CERTIFYING COURT OFFICIAL: CECIL L. ROOKER, CLERK
BY: H. Hunter DC

14h. TITLE OF CERTIFYING COURT OFFICIAL: Clerk

14i. DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month Day Year): 11-26-91

ALL ITEMS 1-18 MUST BE COMPLETED.

CONFIDENTIAL INFORMATION

	15. Race—American Indian, Black, White, etc. (Specify below)	16. Number of This Marriage First, Second, Etc. (Specify)	17. If Previously Married, Last Marriage Ended (Specify below)	18. Education—Specify Highest Grade Completed: Elementary or Secondary (0-12)	College (1-4 or 5+)
HUSBAND	15a. white	16a second	17a. 1 Not previously married 2 By death 3 X By Divorce or Annulment	18a unknown	
WIFE	15b. white	16b first	17b. 1 X Not previously married 2 By death 3 ☐ Divorce or Annulment	18b unknown	

PH-1682
Revised 1-89