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12-13-78

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

128-14 83

MARY GATES MORFORD,)
)
Plaintiff)
)
v.) NO: 93373
)
JOHN GILBERT MORFORD,)
)
Defendant)

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F I N A L D E C R E E

This cause came on to be heard on the 7th day of December, 1978, before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the original Complaint for divorce, default judgment entered against the Defendant, testimony of the Plaintiff and corroborating witnesses, and the entire record from all of which it was made to appear to the Court that the Complainant has made out a case for divorce on the grounds of adultry, and that the Plaintiff and Defendant have entered into a Memorandum of Settlement which provides for an agreement on certain issues with the exception of future medical expenses and the award of attorneys' fees. The Court finds that the agreement of the parties is approved, and that the Defendant shall pay all future medical expenses over and above the amount of insurance, and that the Plaintiff shall pay her own attorney's fees.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same is hereby forever and perpetually dissolved, and the Plaintiff, Mary Gates Morford, is granted an absolute divorce from the Defendant, John Gilbert Morford, on the grounds of adultry, and is restored to all of the rights and priviledges of an unmarried person.

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that the Plaintiff, Mary Gates Morford, shall have full care, custody and control of the minor children of the parties, Amy Rebecca Morford, age 4 and Sarah Elizabeth Morford, age 2. The Defendant shall have the right to visit the children and have them visit him at reasonable times and places. The Defendant will use discretion as to the places where he exercises his visitation rights so as to expose the children

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only to a healthy and clean enviroment.

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that as periodic child support, the Defendant, John Gilbert Morford, will pay to the Plaintiff, Mary Gates Morford, the sum of Seventy-Five ($75.00) Dollars per week, beginning December 7, 1978, and that the Defendant, John Gilbert Morford, will directly pay all medical and dental expenses for the children of the parties. The Defendant, John Gilbert Morford, will maintain the life insurance policies with unencumbered death benefits of the face amount as follows:

Company	Policy Number	Face Amount	Insured
Jefferson	1992203	10,000.00	John Gilbert Morford
Standard	2416726	10,000.00	John Gilbert Morford
Standard	2539775	10,000.00	John Gilbert Morford
Connecticut Mutual	3413104	30,000.00	John Gilbert Morford Mary Gates Morford (joint policy)

The beneficiaries on said policies shall be Mary Gates Morford with contingent beneficiaries being the minor children of the parties, Amy Rebecca Morford and Sarah Elizabeth Morford equally.

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that the Memorandum of Settlement between the parties be, and the same is hereby approved, and the same in words and figures is adopted as the Decree of the Court and is as follows:

MEMORANDUM OF SETTLEMENT

Come the parties to this cause, as evidenced by their signatures affixed hereto, and agree to the matters and things set forth hereafter as a memorandum of settlement of the specific issues mentioned in the above styled divorce proceeding.

1. It is agreed that the real property presently in the name of the parties as tenants by the entirities shall be conveyed by Court Decree out of the Defendant and into the Plaintiff.

2. The Defendant will pay the Plaintiff Seventy-Five ($75.00) Dollars per week as child support for the use and benefit of the two minor children of the parties.

3. The Plaintiff shall have full care, custody and control of the two minor children with visitation rights in the Defendant at reasonable times and places. The Defendant will use

discretion as to the places where he exercises his visitation rights to expose the children only to a healthy and clean enviroment.

4. All of the right, title and interest in the Defendant in any personal property located in the home of the parties shall be divested out of the Defendant and vested in Plaintiff with the exception of the following items:

(a) A chair designated by Defendant.

(b) A portion of the glasses (cocktail glasses).

(c) Two (2) pistols upon Defendant presenting Plaintiff with change of registration.

(d) One-half of the liquor.

(e) All tools with the exception of some household and year tools and equipment.

(f) Record albums belonging to Defendant.

All of the right, title and interest in Plaintiff in any and all property now in the possession of the Defendant shall be divested out of Plaintiff and vested in Defendant.

5. The parties shall file a joint tax return for the year 1978, and shall divide equally the refund check, if any. If any taxes are due, the parties shall file a separate tax return.

6. Each party shall thereafter take one dependant on their tax return.

7. Defendant agrees to keep the three (3) policies of regular life insurance in full force and effect together with the one policy of joint insurance in effect. The parties agree that the beneficiaries shall remain the same and that the face amounts of the policies shall remain free and unencumbered.

8. The Defendant agrees to cause medical insurance to be provided for the protection of the minor children to the extent of that provided for employees of Defendant's employer.

9. The parties agree that the two (2) savings accounts in the names of the two minor children shall remain in full force and effect, and that each party can add to said savings accounts for the future benefit and education of the children. The parties agree that the bank will be instructed that no funds shall be withdrawn from the account unless both parties execute the withdrawal.

10. Both parties agree that from and after the date of the Order of the Court, that neither will pledge the credit of the other. Both parties agree that they will hold harmless and defend the other party from any and all claims made against such party for the use of the credit of the other, including all expenses, court costs and attorneys' fees.

11. Defendant specifically agrees to hold harmless and defend Plaintiff from the following debts upon which Plaintiff is jointly liable with Defendant:

(a) U.S. Courthouse Credit Union - loan on 1977 Buick Riviera, with present balance of $6,217.00.

(b) Personal loan with U.S. Courthouse Credit Union, with a present balance of $2,437.00.

(c) Mastercharge account in the name of Defendant.

12. Plaintiff agrees to hold harmless and defend Defendant from any and all claims, including expenses, attorneys' fees and court costs on the following specific debts upon which the parties are jointly and severally liable:

(a) Security Federal Savings & Loan Association - (home loan) with a balance of approximately $42,000.00.

(b) U.S. Courthouse Credit Union loan on 1973 Grand Prix with a balance of approximately $1,225.00.

(c) Loan on carpet in home with a present balance of approximately $1,700.00.

13. The Defendant and Plaintiff cannot agree on future medical expenses that are not covered by medical insurance including doctors' bills, hospital bills, drug bills, dentists' bills (including braces), and others.

14. The parties cannot agree whether or not an attorney's fee should be fixed by the Court, and if so, how much the fee should be.

This memorandum is executed this 6th day of December, 1978, as a partial settlement of the rights of the parties to the specific

items mentioned above. The parties agree that this settlement will be submitted to the Court for the Court's approval, and shall be incorporated in the final decree if so approved.

/s/
MARY GATES MORFORD, Plaintiff

/s/
JOHN GILBERT MORFORD, Defendant

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that the real property now owned by the parties as tenants by the entirities be, and the same is hereby divested out of the Defendant, John Gilbert Morford and vested in the Petitioner, Mary Gates Morford, in fee simple, she to assume and pay the mortgage encumbrance together with all expenses of said residence. Said real estate is described as land in Davidson County, Tennessee, more accurately descirbed as follows, to-wit:

> BEING Lot No. 161 on the Plan of Harpeth Park, Section 2, as of record in Book 3700, Page 58, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> BEING the same property conveyed to John Gilbert Morford and wife, Mary Gates Morford, by deed from Sherrell D. Lewis and wife, Bonita W. Lewis, as of record in Book 5052, Page 718, Register's Office for said County.

IT IS, FURTHER, ORDERED, ADJUDGED and DECREED that the Petitioner shall be responsible for her attorney's fees and that the costs of this cause are adjudged against the Defendant, for which costs and all of the foregoing, execution may issue, if necessary.

Enter this ____ day of December, 1978.

/s/ Stephen North
JUDGE

APPROVED FOR ENTRY:
ORTALE, KELLEY, HERBERT & CRAWFORD

David B. Herbert
Attorney for Petitioner
23rd Floor, L & C Tower
Nashville, Tennessee 37219
615-256-9999

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been served upon the Defendant by mailing a copy of the same to his last known address on this 1st day of December, 1978.

David B. Herbert

IDENTIF. REFERENCE

MAY 3 12 26 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct* True-Copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Gates Morford *Plaintiff, and* John Gilbert Morford *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 3rd. *day of* May *in the year one thousand nine hundred and* Seventy-Nine *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Bullock, *D. C.*

Form #GR-117