IN THE THIRD CIRCUIT COURT FOR THE TENTH JUDICIAL CIRCUIT OF TENNESSEE,

AT NASHVILLE

BOOK 5438 PAGE 971

MICHAEL GLENN MORGAN,

Plaintiff

VS.

BETTY ANN MORGAN,

Defendant

CIVIL ACTION NUMBER

93410

FINAL JUDGMENT

This cause came on to be heard on this, the 6th day of March, 1979, before The Honorable Joe C. Loser, Jr., Judge, upon the original complaint, testimony of the plaintiff, statement of counsel, the property settlement agreement heretofore entered into by the parties, and the entire record in this cause, from all of which it appears to the Court that irreconcilable differences exist between the parties; that the complaint was filed on August 29, 1978; that the defendant was personally served with process on September 7, 1978; that the defendant should have an absolute divorce from the plaintiff and be restored to all the rights and privileges of an unmarried person; that the property settlement agreement heretofore entered into between the parties provides adequate and sufficient support for the minor children and contains an equitable settlement of the parties' real and personal property and should be approved and made a part of this judgment.

IT IS, THEREFORE, ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff, Michael Glenn Morgan, and the defendant, Betty Ann Morgan, be, and the same are hereby forever and perpetually dissolved and for nothing held; and the the defendant, Betty Ann Morgan, be and is hereby granted an absolute divorce from the plaintiff, Michael Glenn Morgan, and restored to all the rights and privileges of an unmarried person.

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the property settlement agreement entered into between the parties be, and the same is hereby, approved, a copy of said agreement is attached hereto as Exhibit A and incorporated herein by reference.

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the plaintiff have visitation with the said minor children on every other weekend beginning 6:00 p.m. on Friday, March 9, 1979, and ending at 6:00 p.m. on Sunday, March 11, 1979.

IT IS, FURTHER ORDERED AND ADJUDGED by the Court that the plaintiff shall pay the costs of this cause.

For all of which execution may issue, if necessary.

JUDGE

3/13/79

TO BE ENTERED:

Dennis Wright
Attorney for defendant
400 Gallatin Road, North
Madison, Tennessee 37115

Enter This 13 Day of March, 1979

I hereby certify that this is a true copy of original instrument filed in my office this 12 day of April 1979

GEORGE L. ROOKER Clerk

By S. Woods
Deputy Clerk

C: Robert L. Jackson
216 Third Avenue, North
Nashville, Tennessee 37201

C. Edward Fowlkes
216 Third Avenue, North
Nashville, Tennessee 37201

F 30573

IDENTIF. REFERENCE

MAY 22 2 27 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RECEIVED THIS 8
DAY OF [illegible] 1979

DW/sb
11-8-78

CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between MICHAEL GLENN MORGAN, hereinafter referred to as Husband, and BETTY ANN MORGAN, hereinafter referred to as Wife.

WHEREIN, there is presently pending in the Third Circuit Court of Davidson County, Tennessee, a petition for absolute divorce.

WHEREAS, the parties have experienced marital difficulties which appear to be irreconcilable, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender the same to the Court for approval, in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have both been advised of their respective rights and responsilities, one to the other,

NOW, THEREFORE, for and in considertaion of the mutual benefit to be derived by and between the parties, it is agreed as follows:

1. The Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. All right, title and interest which the Husband may have in the sewing machine, one-half (1/2) of the dishes and cooking utensils, kitchen table and chairs, portable black and white television, girls' bunk beds, girls' chest of drawers, corner bookcase, typewriter, two living room lamps, and miscellaneous pictures, shall be divested out of him and reinvested in the Wife.

3. All remaining items of personalty will vest in the Husband, all property having previously been divided, and in the possession of the respective parties.

4. All right, title and interest which the Wife may have in the property located at 2813 Hastings Drive, Nashville, Tennessee, shall be divested out of her and reinvested in the Husband, and she shall be held harmless on any balance of mortgage indebtedness thereon.

5. Custody of the children, Michelle Marie Morgan and Bridgett Lynn Morgan, shall remain joint in both Husband and Wife

as concerns all major decisions which affect the welfare of the children. The children will live with their mother and visit with their father one week during the Christmas Holidays, and one-half of the time allotted for any and all holidays, and every other weekend beginning 6:00 p.m. on Friday and ending at 6:00 p.m. on Sunday. The Husband shall have the children in his custody during the normal school summer vacation, except for the first two and last two weeks of such vacation period. It will be the responsibility of the Husband to provide transportation for the children from and to return to the Wife's residence. For the period during which the Wife has the children in her possession, she shall be deemed to have absolute custody of both children and shall be able to act as their sole custodian in all matters, with the exception of major long-term decisions, in which the Husband shall have equal right in the decision making process. The father shall be deemed to have absolute custody of the children when in his care and shall be able to act in any and all manner as if he were sole custodain, except those requiring major long-term decisions, in which the Wife shall have equal right in the decision-making process. Either parent shall be entitled to act as sole custodian of either child should an emergency arise and the other parent cannot be located.

6. The parties hereby agree to execute and deliver to the other party any and all documents that may reasonably be required to accomplish the intention of this agreement and shall do all other things necessary to this end.

7. The Husband will not be held responsible for or make any alimony payments.

8. The Husband will pay and deliver child support in the amount of Fifty ($50.00) Dollars per week to the Wife, but not through the Court and will be responsible for all medical and dental expenses, and all prescribed drugs for said children.

9. In consideration of this agreement, Husband and Wife hereby release one another, their heirs, executors, administrators, assigns,

after, including: homestead rights, inheritance, descent, distribution, rights of election against the other's will, and for all other rights, claims, demands and obligations of every kind and character arising out of or by virtue of the marital relationship that heretofore existed between the parties, except as is expressly provided for in this agreement, and each party is forever barred from having any such rights, claims, demands or obligations at any time hereafter for any purpose, except that the parties may assert all rights that they are given under this agreement.

IN WITNESS WHEREOF, the parties have hereunto placed their signatures on this_____day of November, 1978.

Betty Ann Morgan
BETTY ANN MORGAN

Michael Glenn Morgan
MICHAEL GLENN MORGAN

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 BETTY ANN MORGAN, who made oath that she executed the foregoing Agreement for the purposes therein contained.

WITNESS MY HAND and offical seal at Madison, Tennessee, this 7th day of November, 1978.

NOTARY PUBLIC

My commission expires: October 17, 1982

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned, a Notary Public in and for said County and Sate, the within named MICHAEL GLENN MORGAN, who made oath that he executed the foregoing Agreement for the purposes therein contained.

WITNESS MY HAND and offical seal at Nashville, Tennessee, this 15th day of November, 1978.

Jane Williams
Notary Public

My commission expires: July 22, 1981

I hereby certify that this is a true copy of original instrument filed in my office this 22 day of May 19 79
GEORGE L. ROOKER Clerk
By J. C. Knight
Deputy Clerk