1298/1597

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHY LYNELL McCARTNEY MORRIS)
Complainant)
v.) No. 84D-161
TIMOTHY CRAIG MORRIS)
Defendant) BOOK 6294 PAGE 753

FINAL DECREE

This cause came on to be heard on the 4th day of May, 1984, before the Honorable Harry Lester, Judge in the Second Circuit Court for Davidson County, Tennessee, upon the Complainant's Petition for Absolute Divorce, property settlement agreement signed by both parties under oath and left on file with the Court for more than ninety (90) days, sworn testimony of the Complainant in open Court, and the entire record in this cause, whereupon the Court finds that such irreconcilable differences exist in the marriage of the parties that it should be dissolved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the bonds of matrimony heretofore subsisting between Kathy Lynell McCartney Morris and Timothy Craig Morris be and hereby are dissolved and held for naught.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the property settlement agreement which was signed by the parties under oath and left on file with the Court for more than ninety (90) days is hereby approved in its entirety, and made a part of this Final Decree, the wording thereof being as follows (as per attached copy of the original, the original having been filed with the Complaint):

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KATHY LYNELL McCARTNEY MORRIS, Complainant)

v.)

TIMOTHY CRAIG MORRIS, Defendant)

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A G R E E M E N T

THIS AGREEMENT, made and entered into by and between Kathy Lynell McCartney Morris, hereafter referred to as wife, and Timothy Craig Morris, hereafter referred to as husband,

WITNESSETH

WHEREAS, the parties hereto are husband and wife; and

WHEREAS , there has been one child born of this marriage, whose name is Amelia Claire Morris, and who was born on November 10, 1981; and

WHEREAS, irreconcilable differences have arisen between the parties and an action for divorce is contemplated by the parties in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire by this Agreement to make an equitable division of all their property which settles and determines all claims for alimony, which divides all property, both real and personal, owned by them or either of them, and which divides responsiblilty for all current indebtedness incurred during the marriage, and which makes adequate and sufficient provision for the custody and maintence of their minor child;

NOW, THEREFORE, for reasons set forth above and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. This Agreement may be filed in the above captioned divorce action and, upon the Court's Approval, may be fully incorporated in any Final Decree.

2. The real estate owned by the parties as tenants by the entireties shall be divested from the name of the husband and shall vest in the name of the wife upon the entry of a final decree of divorce. This property is located at 3104 East Lake Drive, Nashville, Tennessee 37214, Map 108-7, Parcel 2, Field Book No. 3D-86174, and is further described as follows:

> Land in Davidson County, Tennessee, to-wit:
>
> BEING Lot 2 on the Revised Plan of East Lake Subdivision, Section 1, of record in Book 5190, page 477, Register's Office of Davidson County, Tennessee, reference to which is hereby made for a more complete description of said lot.
>
> Being the same property conveyed by deed from C & S Builders, Inc., to Timothy C. Morris and wife Kathy L. Morris, of record in Deed Book 5879, Page 493, said Register's Office.
>
> This property is subject to restrictions of record in Deed Book 5689, Page 686, said Register's Office, and to any and all zoning regulations, building restrictions, set-back lines, easements and rights-of-way for public utilities.
>
> This is improved property located at 3104 East Lake Drive, Nashville, TN 37214.

3. Upon the entry of a final decree of divorce, the wife shall immediately become solely responsible for the payment of the indebtedness against said real property owed to The Kissel Company, POB 100991, Pittsburg, PA 15233-4991, Account number 9429028, and shall hold husband harmless for payment of same.

4. Upon the entry of a final decree of divorce, the 1982 For Escort owned by the parties in the name of Timothy or Kathy Morris, VIN 1FABP0527CT13097, shall be divested from the name of the husband and shall vest immediately in the name of the wife, who shall become solely responsible for the indebtedness on the said vehicle owed to Ford Motor Credit Co., and shall hold husband harmless for payemnt of same.

5. The wife makes no claim to the 1978 LTD registered in the name of the husband with indebtedness against said vehicle owed by husband to Third National Bank. The husband receives this vehicle as part of this agreement and holds wife harmless for the said indebtedness against it. (009 40 0000 123320 - acct.#)

6. Husband is awarded the business known as the "Head Shoppe," presently located at 2821 Lebanon Rd., Nashville, TN, along with the furniture, personalty, and tools of the barber trade located at the site of said business.

7. Wife agrees to be responsible for a certain loan in the amount of $3,000 made by Larry and Janice McCartney, parents of the wife, and to hold husband harmless for payment of same.

8. Husband agrees to be solely responsible for a certain loan in the amount of $1,000 which was made by his parents, and to hold wife harmless for payment of same.

9. Wife is awarded the complete custody and control of the minor child of the parties, Amelia Claire Morris. Husband shall have the privilege of seeing and visiting the said child on alternate weekends, for three weeks in the summer, and at all other reasonable times and places by agreement of the parties.

10. Husband shall pay the sum of $175 per month to the wife toward the support of the minor child of the parties. Until such time as the wife sells the property at 3104 East Lake Drive, Nashville, Tennessee, the husband shall be permitted to claim the said minor child as an exemption on his income tax return.

11. Child support payments by the husband shall become due and payable pendente lite beginning on the date of the signing of this agreement, and any arrearage existing on the date of the trial in this matter shall become a judgment against the husband, for which execution may issue if necessary.

12. The wife having made the house payment to Kissell for the month of January, the husband will vacate the premises on the date of the signing of this agreement, or shall pay rent to the wife at the rate of five dollars ($5) per day for each day that he continues living in the house after the date of the signing of this agreement. Any arrearage existing on the date of trial shall become a judgment against the husband, for which execution may issue if necessary.

13. The household furniture and personalty is to be distributed as follows: The husband is awarded the bedroom suite, two lamps, dining room table, microwave, television set, black couch and chair, recliner, one half the dishes, one half the pots and pans, and one half the crystal. The wife is awarded the living room furniture, two lamps, stereo, Claire's furniture, washer dryer, refrigerator, stove, one half the dishes, one half the pots and pans, and one half the crystal.

14. In the event that a divorce is granted on the grounds of irreconcilable differences, wife shall pay her attorney fees and court costs.

IN WITNESS WHEREOF, we have hereunto set our names.

Kathy Lynell McCartney Morris
KATHY LYNELL McCARTNEY MORRIS

Timothy Craig Morris
TIMOTHY CRAIG MORRIS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 11th day of January, 1984.

Gerald A. Bartlett
NOTARY PUBLIC

My commission expires: 1-18-87

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT THAT the costs of this cause are taxed to the Complainant, for which execution may issue if necessary.

ENTERED this 4 day of May, 1984.

HARRY LESTER, JUDGE

APPROVED FOR ENTRY:

Gerald A. Burkett
Suite 623, Stahlman Bldg.
211 Union St.
Nashville, TN 37201-1582
Phone 242-5020

Attorney for Complainant

C E R T I F I C A T E

I certify that I have on this 4th day of May, 1984, mailed a true copy of the foregoing Final Decree to the Defendant, Timothy Craig Morris, at his last known address at 2821 Lebanon Rd., Nashville, TN 37214.

Gerald A. Burkett

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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* True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Kathy Lynell McCartney Morris *Plaintiff, and* Tirothy Craig Morris *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* 18th *day of* May *in the year one thousand nine hundred and* Eighty-Four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*
By Virginia Laarz, *D. C.*

Form #CR-117