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BOOK 8039 PAGE 93

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

LLOYD MICHAEL MORRIS)
)
VS.) NO. 89D-3452
)
DEBORAH LEE MORRIS)

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ANNE L. ROSS, CLERK
K Langford D.C.

FINAL DECREE

This cause came on to be heard on the 17th day of January, 1990, 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 Plaintiff, Lloyd Michael Morris. Upon hearing the testimony of Complainant, statements 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 the parties have irreconcilable differences in their marriage and that the Plaintiff, Lloyd Michael Morris, is entitled to an absolute divorce on the grounds of irreconcilable differences.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Complainant, Lloyd Michael Morris, is hereby awarded an absolute divorce from the Defendant, Deborah Lee Morris, upon the grounds of irreconcilable differences, Tennessee Code Annotated Section 36-4-101(11), and he is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that the parties hereto have entered into a written executed Marital Dissolution and Child Custody Agreement and the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement and that the Agreement is fair for the equitable settlement of any property rights as between them and adequate and sufficient provisions for the custody and support of the minor child. The Court further finds that the child support that the Husband is paying is in accordance with the guidelines propounded by TDHS Title IV-D, reflecting an amount of 32% of his income. The Court hereby approves the Agreement and the same is hereby incorporated in words and figures as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 8039 PAGE 94

LLOYD MICHAEL MORRIS)
)
VS.) NO. 890-3452
)
DEBORAH LEE MORRIS)

CHILD CUSTODY AND
MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into by and between LLOYD MICHAEL MORRIS, hereinafter referred to as "Husband", and DEBORAH LEE MORRIS, hereinafter referred to as "Wife".

W I T N E S S E T H

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there has been filed a Complaint for Absolute Divorce by the Husband simultaneously with this Agreement in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties desire to agree upon and fix their respective rights and duties regarding their respective estates, and any and matters concerning the custody and support of their minor children, and their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all disputes as to child custody, child support, property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and convenants hereinafter set forth, the parties hereto agree and convenant as follows:

1. DIVORCE. The parties have agreed that the husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences.

2. CHILD CUSTODY. The parties have agreed that the Wife shall have the complete care, custody and control of the minor children of the parties, Christopher Michael Morris and Jeremy Edward Morris.

3. VISITATION. The parties agree that the Husband shall have visitation with the minor children of the parties

on a reasonable and liberal basis, and at such times and places as the parties may agree upon giving the wife 24 hours notice. The parties further agree that both parties shall abstain from the use of all alcoholic beverages and narcotics while they have the minor children in their possession.

4. HOLIDAY VISITATION. In addition to the visitation privileges set forth above, the Husband shall have visitation with the minor children of the parties, on an alternating basis, on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day and Thanksgiving Day. In addition, the Husband shall have visitation with the minor children every Father's Day, and for a reasonable period of time on the child's birthday each year.

5. SUMMER VISITATION. The parties are further agreed that the Husband shall have two (2) one-week periods of visitation each and every summer. The parties have agreed that the Husband shall give the Wife a minimum of thirty (30) days notice of when he will exercise his two one-week periods of summer visitation each summer.

6. CHILD SUPPORT. The parties have agreed that the Husband shall pay directly to the Wife the sum of One Hundred and Twenty Dollars ($120.00) per week for the support and maintenance of the minor children of the parties. These child support payments shall commence upon the execution of this Agreement, and shall not be reduced nor prorated except by Order of the Court.

7. MEDICAL INSURANCE. The parties have agreed that the Husband shall provide major medical insurance coverage on behalf of the minor children. The parties have further agreed that they will each be responsible for one-half (1/2) of any medical expenses incurred on behalf of the minor children and which is not covered by said insurance coverage. It is further agreed by the parties in the event that Christopher Michael Morris requires specialized care

concerning his language disability after he attains the age of eighteen (18) years of age the Husband agrees to provide said care that is germain to the aforementioned disability.

8. LIFE INSURANCE. It is further agreed between the parties that the Husband shall retain and maintain two life insurance policies on his life and that said life insurance policies shall be made payable to the two minor children as beneficiaries until they attain the age of eighteen (18) years of age.

9. REAL PROPERTY. The parties would show that the real property jointly owned known as 5118 Drakes Branch Road, Nashville, Tennessee 37218 is fully paid for and that the wife shall have exclusive possession of said real property until the youngest child reaches 18 years of age or if she remarries or if she discontinues the use of the house as her residence or custody of the child or children is divested from the wife, whichever comes first. The parties further agree that the cost of insurance on the residence, taxes, maintenance and repairs shall be paid equally by the parties. Both parties understand that after the divorce is final the property is owned as tenants in common and either parties may petition a court of competent jurisdiction to partition the real estate if any of the above contingencies occur. The parties agree that any partition, sale, or disposal of the property shall occur within 90 days if any of the above contingencies occur. Said real estate is more particularly described as follows:

Land in the 13th, formerly the 23rd District of Davidson County, Tennessee, being part of lot No.9 on the plan of the Subdivision of W.J. Drake Lands as of record in Minute Book "J",pages 396 and 397,County Court for said County, described according to a survey made by George W. Watkins, Surveyor, April 8, 1959, relating to a 33.5 acre tract and this being a part of the above describe tract and according to a survey by James Brewer,September 4,1973 as follows.

Beginning at an iron pipe in the southwest corner of the Kenneth B.Jones property of record in book 2997, page 587; thence along a road South 76° east 308 feet to an iron pipe and a 14 inch Elm;thence North 16° 10' West 121 feet thence North 7° 10 ' West 131.5 feet to an iron pipe; thenceSouth 89° 2' West 240 feet to an iron pipe; thenceSouth 0° 45' West 36 feet; thence South 76° East 14 feet; thence South 0° 45' West 20 feet to the point of beginning, containing 1.23 acres.

Being the same property conveyed to Lloyd M. Morris and wife Deborah Morris by deed from William C.Gifford and wife Sue Gifford of record in book 5056 page 394, Register's Office, for Davidson County, Tennessee

10. PERSONAL PROPERTY. The parties would show that they have previously divided their personal property, and both parties would show that they are satisfied with such division, and that such division is a fair and equitable division of their personal property, with each party retaining the items in their respective possession. By execution hereof both parties waive any and all claims to personal property presently in the possession of the other party.

11. HOUSEHOLD FURNISHINGS. The parties have previously divided their household furnishings and furniture, and both parties would show that they are satisfied with such division. The parties would show that said division is fair and equitable. By execution hereof both parties waive any and all claims to any and all household furnishings and furniture presently in the possession of the other party.

12. MARITAL OBLIGATIONS. The parties would show that they do not have any joint obligations, other than those set forth herein. Both parties agree that the wife shall be responsible for the indebtedness to Ray Batts Furniture Co., in the amount of $400.00 and hold the Husband harmless thereon. The Husband shall be responsible for the indebtedness to Citibank Visa Credit Co. in the amount of $2,200 and shall hold the Wife harmless thereon. The Husband and Wife further agree to be liable equally on the indebtedness owed to Dartmouth Finance Co. in the amount of $142.96 per month until said indebtedness is paid and to alternate payments monthly between them until the balance is satisfied.

The Husband and Wife agree to not contract any obligations in the name of the other party after the execution of this Agreement. Other than the debts listed

herein, both parties would show that they are aware of the obligations for which they are responsible for their own obligations, and agree to indemnify the other party and hold them harmless from said obligations.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payments he or she makes, including interests and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

13. CASH AND BANK ACCOUNTS. Husband and Wife shall each retain all of the cash and bank accounts which they currently have in their respective possessions, free and clear of all title and/or claim of the other party.

14. ALIMONY. The parties have agreed that they shall each waive any and all claims or rights to alimony from the other party, whether pendente lite or in solido, and by execution of this Agreement both parties expressly waive any and all claims or rights to alimony from the other.

15. AUTOMOBILES. The parties would show that they presently own a 1985 Ford Ranger automobile, which is titled to the wife, and upon which there is an indebtedness owing to Ford Motor Credit Co.. The parties are agreed that the Husband shall receive all right, title and interest in and to said automobile, and Wife hereby convenants to transfer title to said automobile to the Husband. Husband agrees to assume the indebtedness owning on said automobile, to Ford Motor Credit Co., and agrees to indemnify Wife and hold her harmless from said obligation. The Wife shall retain the 1981 Toyota Corolla automobile free and clear of any interest the Husband has. Husband shall retain the 1976 Yamaha Motorcycle free and clear of any interest the Wife has.

16. COURT COSTS. The parties have agreed that Husband shall be responsible for all court costs incurred in this cause.

17. ATTORNEY'S FEES. The parties have agreed that they will each be responsible for their own attorney's fees incurred in this cause.

18. MISCELLANEOUS. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

It is further agreed and understood that this Agreement is intended to be a final settlement of the property rights of the respective parties and a full discharge of Husband and Wife from all obligations to support each other except as otherwise provided herein, and 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 the other party may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitations, by way of dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent or distribution, alimony and spousal support, the right to act as administrator or executor of the other's estate, and this Agreement applies to all property now owned by Husband and Wife, and any property that either of them may acquire in the future.

19. PARTIAL INVALIDITY. If any of the provisions of this Agreement are held to be invalid or unenforceable, or if any of said provisions are modified at a later time by agreement of the parties or otherwise, all other provisions shall, nevertheless, continue in full force and effect.

20. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings

other than those expressly set forth herein. The parties acknowledge that they have each read this Agreement in its entirety and have signed it voluntarily and of their own free will and accord.

21. INCORPORATION INTO FINAL DECREE. The parties hereto agree that this Agreement, subject to Court approval, shall be incorporated into and be made part of any Decree of Divorce which may be entered hereafter. Both parties full understand that matters pertaining to child custody, visitation, and child support, are matters which are expressly subject to review by the Court from time to time, as the circumstances of the parties may change.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated beside their signature below.

9-21-89
DATE

Lloyd Michael Morris
LLOYD MICHAEL MORRIS

Sept 7, 1989
DATE

Debora Lee Morris
DEBORAH LEE MORRIS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said State, the within named, LLOYD MICHAEL MORRIS, with whom I am personally acquainted, and who, after being duly sworn, made oath that he executed the foregoing instrument, and that he did so of his own free will and accord.

NOTARY PUBLIC
My Commission Expires: 3-11-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned Notary Public in and for said State, the within named, DEBORAH LEE MORRIS, with whom I am personally acquainted, and who, after being duly sworn, made oath that she executed the foregoing instrument, and that she did so of her own free will and accord.

Thomas A Ware

NOTARY PUBLIC
My Commission Expires: 10-1-91

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It is further ORDERED, ADJUDGED and DECREED that all provisions of said Agreement are hereby approved and made the judgment of the Court.

It is further ORDERED, ADJUDGED and DECREED that child support shall not be reduced or prorated except by order of the Court.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff, Lloyd Michael Morris, shall pay the costs of this cause, for all of which let execution issue if necessary.

ENTER this the 17 day of January, 1990.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

LARRY H. HAGAR
Attorney for Plaintiff
Suite 2121, Parkway Towers
Nashville, TN 37219
(615) 242-8107
BPR #: 11275

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree has been mailed, postage prepaid, to Deborah Lee Morris, 5118 Drakes Branch Road, Nashville, TN 37218, on this the 17 day of January, 1990.

LARRY H. HAGAR

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* Seventeenth *day of* January, *19* 90, *in Case Number* 89D-3452 *between* Lloyd Michael Morris *Plaintiff, and* Deborah Lee Morris *Defendant, as same remains of record in Book* 52B, *Page* 1280 *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* 2nd *day of* February *in the year one thousand nine hundred and* Ninety *and in the* 214th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____, *D.C.*