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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

1990 JAN -5 AM 8:20

BARBARA JEAN DOBSON MORRIS

051.03.0

v. No. 89D-918 1750

OLIVER THOMAS MORRIS

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 4th day of December 1989, before the Honorable James R. Everett, Jr., Judge of the Probate Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by **BARBARA JEAN DOBSON MORRIS**; personal service of process upon the Defendant, **OLIVER THOMAS MORRIS**; Answer of the Defendant, **OLIVER THOMAS MORRIS**; subsequent agreement by the Parties, as evidenced by a written, notarized Marital Dissolution Agreement tendered to the Court, that this matter be tried on an uncontested basis; testimony of the Complainant, **BARBARA JEAN DOBSON MORRIS**, adduced in open Court; statement of Counsel; and the entire record in this cause.

From all of which the Court finds that the Parties have suffered irreconcilable differences, pursuant to Tennessee Code Annotated, Section 36-4-101(11), and that **BARBARA JEAN DOBSON MORRIS** should be awarded an Absolute Divorce from **OLIVER THOMAS MORRIS**;

It is, therefore, **ORDERED, ADJUDGED and DECREED** by the Court that the bonds of matrimony heretofore subsisting between the Parties be and the same are hereby and forever perpetually dissolved, and the Complainant, **BARBARA JEAN DOBSON MORRIS**, be and she is hereby granted an Absolute Divorce from the Defendant, **OLIVER THOMAS MORRIS**, and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED and DECREED** by the Court and the Court affirmatively finds, pursuant to Tennessee Code Annotated, Section 36-4-103(b) that the Parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the Parties and that the Marital Dissolution Agreement entered into between the Parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

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1990 JAN -5 AM 8:20
GEORGE L. ACKER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is entered into on the day and dates hereinafter stated, by and between **BARBARA JEAN DOBSON MORRIS**, hereinafter referred to as the "Wife", and **OLIVER THOMAS MORRIS**, hereinafter referred to as the "Husband", subject to the following premises and terms and conditions.

W I T N E S S E T H THAT:

WHEREAS, Wife has filed a Complaint for Absolute Divorce against Husband in the Probate Court for Davidson County, Tennessee, Docket No. 89D-918; and

WHEREAS, the Parties have suffered certain irreconcilable differences in their marriage, resulting in their marriage becoming irretrievably broken, with no apparent possibility of reconciliation and the Parties intend to live apart the rest of their lives; and

WHEREAS, the Parties desire to enter into this Marital Dissolution Agreement, not out of levity or collusion, but to amicably settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and the attendant emotional stress and expenses which would accompany the same, not only for the present, but for the future, it being the intention that such contract will be affected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties; and

WHEREAS, both Parties are aware of their possessions and obligations one to the other; and

WHEREAS, both Parties are aware of their legal rights insofar as any contemplated Court action and have been advised by counsel; and

WHEREAS, the Parties intend to tender this Marital Dissolution Agreement to the Court for approval in the event a Divorce is granted in this cause.

NOW, THEREFORE, for and in consideration of the premises herein above stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable considerations, the receipt and adequacy of all of which are hereby acknowledged, the Parties agree as follows:

1.00. **ALIMONY.**

1.01. Husband shall pay directly to wife the following sums of rehabilitative alimony, to-wit:

a. Beginning 15 December 1989 and continuing on the 15th day of each month thereafter for a total of twelve (12) months the sum of One Thousand ($1,000.00) Dollars; and

b. Beginning 15 December 1990 and continuing on the 15th day of each month thereafter for a total of twelve (12) months the sum of Five Hundred ($500.00) Dollars per month.

1.02. Said payments of rehabilitative alimony shall be deductible to the Husband for Federal Income Tax purposes and shall be reported by the Wife as income upon her Federal Income Tax Return.

1.03. **Life Insurance.** For so long as Husband pays alimony under the terms of this Agreement, Husband shall maintain in full force and effect a policy of insurance on his life and a face value equal to the outstanding balance owed for rehabilitative alimony. Upon request of Wife, Husband shall provide Wife with a copy of the policy and proof that the proceeds of the same are payable to her and that the premiums on the same are current and not past due as required herein.

2.00. **REAL PROPERTY.**

2.01. **Residence.** The Parties acknowledge that they are owners, as tenants by the entireties, of certain real property located at and known as 1003 Townley Drive, Nashville, Davidson County, Tennessee, as evidenced by Deed of Record in Book 4270, Page 701, Register's Office for Davidson County, Tennessee. Wife shall be vested with all right, title and interest in and to said property; and Husband's interest shall be divested from him and vested in favor of wife. Husband shall vacate the residence on or before 15 December 1989.

2.02. **Utilities**. Wife shall further assume and pay all utilities servicing the Parties' former residence whether said utilities are in the name of Husband or Wife.

3.00. **BUSINESS**.

3.01. **Morris Catering Company**. Parties acknowledge that Husband is the owner of Morris Catering Company but that Wife has contributed to the success of the business. Husband shall be vested with all right, title and interest in and to the business, Morris Catering Company, including, but not limited to, the three (3) trucks, catering routes, food service business, kitchen, and other business equipment. Husband shall assume all outstanding indebtednesses on the business and the equipment and shall save, indemnify and hold Wife harmless of the same.

3.02. The Parties shall choose a date when all business bank account(s) shall be closed and all deposits thereto used to pay all current payables for Morris Catering Company. Any excess deposits over current payables shall be equally divided between the Parties. Any deficiency of payables over deposits shall be assumed and paid by Husband.

3.03. **Tax Indemnity**. Husband shall further save, indemnify and hold Wife harmless from any and all income tax liability, withholding tax liability and Social Security Tax liability assessed either Party/the Parties or Morris Catering Company by the Internal Revenue Service, State of Tennessee or any other taxing authority, as a result of the operation of the business to be vested in the Husband. Wife shall cooperate with the Husband if any taxing authority seeks to audit the business for tax purposes.

4.00. **PERSONAL PROPERTY**.

4.01. **Personal Belongings**. The Parties shall each be awarded her or his own wearing apparel, jewelry and other personal belongings.

4.02. **Household Furniture and other Personal Property**. Wife shall be awarded all of the Parties' household furniture and furnishings presently located at 1003 Townley Drive, Madison,

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Davidson County, Tennessee, with exception of a Sony television, safe with coins and Mr. Morris' weapons which shall be awarded to Husband.

4.03. **Automobiles**. Wife shall be awarded the 1985 Buick Riviera automobile, and Husband shall be awarded the 1981 Datsun automobile and the 1977 Ford Thunderbird automobile. Both Parties agree to execute any and all titles to said automobiles conveying all of her or his right, title and interest therein and to return any set of keys in her or his possession. Parties further recognize that each shall be responsible for securing such bodily injury, liability and property damage insurance on the automobile(s) awarded to her or him as may be required and that neither Party shall have any responsibility to the other for obtaining such insurance.

4.04. Husband shall repay Wife the sum of Five Thousand Seven Hundred ($5,700.00) Dollars borrowed from the estate of her late father. Husband may repay this sum at the rate of Five Hundred ($500.00) Dollars per month, beginning 15 December 1991, and continuing on the 15th day of each month thereafter until paid in full. The entire balance may be paid at anytime without penalty. The unpaid sum shall earn interest at the rate of ten (10%) percent per annum.

4.05. **Bank Accounts**. Each Party hereby relinquishes any claim she or he may have in and to the proceeds of the others individual checking and/or savings account(s), certificate(s) of deposit and individual retirement account(s) and acknowledges that the same are the sole and separate property of the other. Husband specifically relinquishes any claim he may have in and to the Wife's separate marital property, specifically her inheritance from the estate of her late Father, including, but not limited to, Wife's one-half (1/2) undivided interest in and to a house and lot on Liberty Lane, Goodlettsville, Davidson County, Tennessee.

4.06. **Debts**. The Parties further agree that she or he shall be solely responsible for the payment of all outstanding individual debts incurred by her or him prior to the date of the

execution of this Marital Dissolution Agreement, except as may otherwise be set forth herein, and hold the other harmless from any liability thereon. It is further understood and agreed between the Parties that, from the date of the execution of this Agreement, neither will contract any indebtedness upon the credit of the other. It is further understood and agreed between the Parties that, if either shall be compelled to pay any past or future debt of the other, then the Party for whose benefit such payment shall have been made shall indemnify and hold the other harmless therefrom to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

4.07. **Other Indemnity.** The Parties further agree that, unless otherwise provided herein, she or he shall assume any outstanding indebtedness on the property awarded her or him herein and shall save, indemnify and hold the other harmless of the same.

5.00. **ADDITIONAL CONSIDERATIONS.**

5.01. **Acceptance by the Parties.** With respect to each Party's responsibility for the payment of certain debts and liabilities and his or her obligations to hold the other harmless for the payment thereof, the Parties understand and agree that his/her obligation is part of the financial support settlement of the Parties and not part of the property settlement and, therefore, a nondischargeable debt under 11 U.S.C. 523(5) of the Bankruptcy Code.

5.02. **Confidentiality.** The Parties agree to keep confidential any actual, purported, or potential grounds for Divorce that either may have against the other and not to use such matters against the other hereto in any manner whatsoever or for any purpose whatsoever.

5.03. **Medical Insurance.** The Parties further agree to cooperate in the conversion of the present hospital insurance coverage on wife so that she may maintain her present hospitalization coverage.

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7.00. **MISCELLANEOUS.**

7.01. **Divorce.** The Wife shall proceed with obtaining an Absolute Divorce from the Husband upon the statutory ground of irreconcilable differences.

7.02. **Attorneys' Fees.** Husband shall pay Wife the sum of One Thousand Five Hundred ($1,500.00) Dollars to be deposited upon the attorneys' fees charged by Wife's attorneys of record, JOHN R. REYNOLDS and DENNIS J. HUGHES, for their good and valuable services in this matter.

7.03. **Court Costs.** Husband shall pay the final costs of this cause.

7.04. **Tax Exempt Status.** This Agreement is a transfer of appreciated property between spouses in connection with a Divorce and is not a sell or exchange or other disposition of property, but is an equal division of property by co-owners.

7.05. **Entire Agreement.** It is understood and agreed between the Parties hereto that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge from all of the claims arising out of their marital relationship. Each Party hereby remises, waives, releases, and forever discharges the other from any and all claims arising out of their marital relationship, and each hereby waives and relinquishes to the other all rights or claims which he or she may have or hereafter acquire of and to the other's property, under the law of any jurisdiction, including, without limitation, dower, curtesy, statutory allowance, homestead, right to take against the will of the other, inheritance, dissent and distribution, and right to act as the personal representative of the other's estate; and this agreement applies to all property now owned by Husband or Wife or any property either of them may acquire in the future.

7.06. **Future Considerations.** The Parties acknowledge that they shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority and control, direct or indirect, by the other as fully as if sole and unmarried. Each may reside at such place or places as he or she

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may select. Each may, for his or her separate use and benefit, engage in employment, business or profession, which he or she may deem advisable.

7.07. **Necessary Documents.** The Parties further agree to sign any and all instruments, documents, titles, covenants, tax waivers or deeds necessary to carry out the full intent and purposes of this agreement.

7.08. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties hereto, their personal representatives, heirs, assigns and successors in interest.

7.09. **Arms Length Transaction.** The Parties acknowledge that they have jointly entered into this Marital Dissolution Agreement, after arms length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against either Party.

7.10. **Acknowledgement.** Each Party acknowledges that he/she has read this instrument in its entirety and has entered into and signed this instrument freely, knowledgeably, in good faith and without exertion or duress or undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the legal effect are fully known by each of the Parties, and each Party acknowledges that the Agreement is fair and equitable and is being entered into voluntarily.

7.11. **No Waiver.** No Waiver of any breach or default hereunder or misrepresentation contained herein shall be applied from any omission of the nondefaulting Party to take any action on account of such misrepresentation, breach or default.

7.12. **Notice of Right of Indemnity.** The Parties shall promptly notify each other in writing of all matters which may give rise to a right of indemnification hereunder, and the indemnifying Party shall have the right to settle and, at his/her own expense, to defend through counsel of his/her own choosing, any action which may be brought in connection therewith. In the event that the indemnifying Party fails or refuses to contest any claims which

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may give rise to a right of indemnification hereunder, the other Party may contest or settle such claim, which action shall not constitute a waiver of their rights hereunder.

7.13. **Submission to Court**. The Parties acknowledge that this Marital Dissolution Agreement, subject to Court approval, shall be incorporated in and become a part of any Decree of Divorce which may be entered hereafter.

Executed on this 4th day of December 1989, by the Wife and on this 4th day of December 1989, by the Husband.

Barbara Jean Dobson Morris
BARBARA JEAN DOBSON MORRIS - Wife

Oliver Thomas Morris
OLIVER THOMAS MORRIS - Husband

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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 **BARBARA JEAN DOBSON MORRIS**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of December 1989.

Susan A. Hazell Notary Public

My commission expires 22 September 1993

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 **OLIVER THOMAS MORRIS**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 4th day of December 1989.

Notary Public

My commission expires 9/11/90

It is further, **ORDERED, ADJUDGED and DECREED** that all right title and interest the Defendant, **OLIVER THOMAS MORRIS**, has in and to that certain real property located at and known as 1003 Townley Drive, Nashville, Davidson County, Tennessee, be divested out of him and vested in the Complainant, **BARBARA JEAN DOBSON MORRIS**, solely, said real property being more particularly described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 142 on the Plan of Pleasant Acres, Section V, as of record in Book 2331, Page 56, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 142 fronts 133.01 feet on the north side of Townley Drive and runs back 295.63 feet on the west line and 239.69 feet on the east line, to a dead line in the rear on which it measures 200.68 feet.
>
> Being the same property conveyed to Oliver T. Morris and wife, Barbara D. Morris, by Deed of record in Book 4270, Page 701, said Register's Office.
>
> The said Oliver T. Morris is one and the same person as Oliver Thomas Morris, and the said Barbara D. Morris is one and the same person as Barbara Jean Dobson Morris.

The current addresses of the Parties are as follows, to-wit:

Complainant, **BARBARA JEAN DOBSON MORRIS**, 1003 Townley Drive, Madison, Tennessee 37115; and

Defendant, **OLIVER THOMAS MORRIS**, c/o Morris Catering, c/o Mr. Joe M. Haynes, Haynes & Cannon, Attorneys at Law 140 North Main Street, Goodlettsville, TN 37072

The costs of this cause are assessed to the Defendant, **OLIVER THOMAS MORRIS**, for which let execution issue, if necessary.

Enter this 4 day of ~~December~~ 1990.

PROBATE JUDGE

APPROVED FOR ENTRY:

JOHN R. REYNOLDS
S. C. Reg. No. 2522

DENNIS J. HUGHES
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Tel: (615) 859-1328

cc: Ms. Barbara Jean Dobson Morris

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IDENTIF. REFERENCE

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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* 5th *day of* January, 19 90, *in Case Number* 89D-918 *between* BARBARA JEAN DOBSON MORRIS *Plaintiff, and* OLIVER THOMAS MORRIS *Defendant, as same remains of record in Book* 52A, *Page* 703 *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* 14th *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 Mary Washburn *D.C.*

Form #GR-117