IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SAM HOUSTON MORAN, M.D.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 90D-894
	)	
ELIZABETH GREER SHANNON MORAN,	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on October 31, 1990 before the Honorable James R. Everett, Judge, upon plaintiff's Complaint for absolute divorce; upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor children, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of plaintiff, and the statements of counsel, from all of which the Court affirmatively found that the allegations of plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that the Marital Dissolution Agreement should be approved; that plaintiff's current residence address is Hillsboro Station, 209 Hillsboro Place, Nashville, Tennessee 37215, and defendant's current residence address is 6215 Robin Hill Road, Nashville, Tennessee 37205; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SAM HOUSTON MORAN, M.D.,)
)
Plaintiff,)
)
v.) No. 90D-894
)
ELIZABETH GREER SHANNON MORAN,)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between SAM HOUSTON MORAN, M.D. and ELIZABETH GREER SHANNON MORAN, subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Dr. Moran instituted divorce proceedings against Mrs. Moran on April 20, 1990, same being Civil Action No. 90D-894 in the Probate Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, child custody rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties are the parents of two minor children, Sam Houston Moran, Jr., born June 30, 1985, and Robert Shannon Moran, born March 4, 1987. Custody of the parties' children shall be vested in the parties' jointly. The children shall reside primarily with Mrs. Moran during the months of September through May of each year and they shall reside primarily with Dr. Moran during the months of June, July and August of each

year. During the months the children are with Mrs. Moran, Dr. Moran shall have visitation privileges on alternating weekends from Friday evening at 5:00 p.m. until Sunday evening at 7:00 p.m. In addition, if Dr. Moran has a day off during the week, he shall have the children with him on the night before his day off beginning at 5:00 p.m. and he shall keep the children throughout the day, subject to their school attendance, and that night, and he shall return them to Mrs. Moran, or to school or daycare, as the circumstances may require, the following morning. For example, if Dr. Moran is off on Wednesday, the children shall be with him from Tuesday evening at 5:00 o'clock until Thursday morning at the time they are returned home or to their school or daycare facility, as the case may be. During the months the children are with Dr. Moran, Mrs. Moran shall have the same visitation which Dr. Moran enjoyed during the preceding months. Each party shall have the children for up to two weeks each summer for vacations and trips. It is understood between the parties that when the children are with Mrs. Moran on Sunday mornings, they shall attend the church of her choice and when the children are with Dr. Moran on Sunday mornings, they shall attend the church of his choice. The holiday schedule shall be as follows:

(a) Dr. Moran shall have the children in even numbered years during their Thanksgiving holidays (four days) and Mrs. Moran shall have the children in odd numbered years. The Thanksgiving holidays shall commence on Wednesday evening at 5:00 p.m. and extend to Sunday evening at 7:00 p.m.;

(b) The children's Christmas vacation shall be divided equally between the parties with the children to be with Mrs. Moran on Christmas Day in even numbered years and with Dr. Moran on Christmas Day in odd numbered years unless the parties agree otherwise;

(c) The children will be with Mrs. Moran for spring vacation in even numbered years and with Dr. Moran for

spring vacation in odd numbered years. Spring Vacation shall commence at 5:00 p.m. on the day the children get out of school and end at 7:00 p.m. on the day before the children return to school;

(d) If the children have an Easter vacation which does not coincide with spring vacation, the children shall be with Mrs. Moran in odd numbered years during their Easter vacation and with Dr. Moran in even numbered years during their Easter vacation;

(e) The children shall be with Mrs. Moran for the three day Memorial Day weekend in odd numbered years and with Dr. Moran during the three day Memorial Day weekend in even numbered years. The weekend shall commence at 5:00 p.m. on the Friday before Memorial Day and end at 7:00 p.m. on Memorial Day;

(f) The children shall be with Mrs. Moran on July 4 in even numbered years and with Dr. Moran on July 4 in odd numbered years. The holiday shall commence at 5:00 p.m. on July 3 and end at 7:00 p.m. on July 4;

(g) The children shall be with Dr. Moran during the three day Labor Day weekend in odd numbered years and with Mrs. Moran during the three day Labor Day weekend in even numbered years. The weekend shall commence at 5:00 p.m. on the Friday before Labor Day and end at 7:00 p.m. on Labor Day.

Before either party obtains baby sitting services for the children, such party shall give the other party an opportunity to keep the children, and shall provide the other party with as much advance notice as possible. Neither party shall establish residence for the children outside of Davidson County or Williamson County, Tennessee without the prior written permission of the other party or without leave of Court. All major decisions regarding the children, such as their place of attendance at school, their place of residence, non-routine medical and dental care, shall be made jointly by the parties.

Each party shall make day to day decisions regarding the children when the children are with him or her.

2. As child support, Dr. Moran shall pay Mrs. Moran the sum of One Thousand One Hundred Seventy-Five and No/100 Dollars ($1,175.00) per child per month, including the summer months when the children are with Dr. Moran. Child support payments shall be made on the first day of each and every month commencing on November 1, 1990. In addition, Dr. Moran shall maintain major medical and hospitalization insurance on behalf of each of the children. Further, Dr. Moran shall pay all medical and dental expenses not covered by insurance and/or within the deductible limits of the coverage, provided he is allowed to select the health care provider(s). The cost of psychiatric and/or psychological counseling expenses incurred on behalf of either or both of the children, if any, shall be paid one-half by each party. Mrs. Moran shall be entitled to claim the parties' children as dependents.

3. Dr. Moran shall pay the cost of tuition, fees and books for private education for each child, grades K through 12, at an institution mutually acceptable to the parties. If the parties cannot agree on an institution for the children to attend, Dr. Moran shall have no obligation to pay the cost of their private education. The parties acknowledge that they have agreed that the children will attend parochial schools, should Mrs. Moran so desire, for grades K through 6 and schools of Dr. Moran's selection for grades 7 through 12. The parties contemplate that the children will attend schools such as St. Paul's, Harding Academy, Ensworth, Franklin Road Academy, Brentwood Academy, MBA, BGA, St. Henry's and Overbrook.

4. To secure his obligations for the support and education of the children, Dr. Moran shall maintain insurance his own life payable to a Trustee in the amount of Five Hundred Thousand Dollars ($500,000). The Trustee shall be, and is hereby, authorized and directed to use the proceeds of such insurance to fulfill all of Dr. Moran's obligations for the

children pursuant to the terms of this Agreement and to provide generally for their health, education and support.

5. As rehabilitative alimony, Dr. Moran shall pay Mrs. Moran the sum of One Thousand Two Hundred and Fifty Dollars ($1,250) per month for sixty months, subject to Mrs. Moran's death or remarriage. The payments made by Dr. Moran to Mrs. Moran shall be taxable to her and deductible by him for purposes of calculating the parties' respective income tax obligations. Dr. Moran's obligation to pay rehabilitative alimony to Mrs. Moran shall not be subject to an increase or extension for any reason. The first payment shall be made on November 1, 1990. Subsequent payments shall be made on the first day of each and every month thereafter.

6. All right, title and interest of Dr. Moran in and to that certain property situated at 6215 Robin Hill Road shall be, and is hereby, divested out of him and vested absolutely in Mrs. Moran. Immediately upon entry of a decree of divorce between the parties, Dr. Moran shall pay the sum of Fifty Thousand Dollars ($50,000) towards the principal balance of the indebtedness secured by a mortgage on said property, thereby reducing the outstanding principal balance to approximately $57,000. The resulting principal balance shall be refinanced at current market rates for a period of thirty years. Mrs. Moran shall be responsible for making the monthly mortgage payments on the residence once it has been refinanced and shall hold Dr. Moran harmless from any liability therefor. Dr. Moran shall be responsible for making the monthly mortgage payment on the residence prior to such time as it has been refinanced. Dr. Moran shall be responsible for paying any discount fees, origination fees, and other expenses associated with the refinancing. Dr. Moran shall be entitled to deduct, for purposes of calculating his 1990 income tax obligations, all interest on the debt secured by a deed of trust on the Robin Hill Road property and all taxes on said property paid during 1990 prior to such time as the property is refinanced. Dr. Moran shall be entitled to any tax and insurance escrow refunds.

7. All funds on deposit in savings and checking accounts styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

8. All funds on deposit in IRA accounts styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

9. All right, title and interest of Dr. Moran in and to that certain 1983 Honda vehicle operated by Mrs. Moran shall be, and is hereby, divested out of him and vested absolutely in Mrs. Moran.

10. All right, title and interest of Mrs. Moran in and to the certain 1988 Maxima automobile operated by Dr. Moran shall be, and is hereby, divested out of her and vested absolutely in Dr. Moran.

11. All right, title and interest of Mrs. Moran in and to that certain Chaparal boat, motor, trailer, and all related equipment, shall be, and is hereby, divested out of her and vested absolutely in Dr. Moran.

12. Each party shall retain their respective articles of clothing, jewelry and personal effects. Mrs. Moran shall receive all articles of household furnishings and personal property situated at the Robin Hill residence, with exception of the following items, which shall be the sole and separate property of Dr. Moran:

(a) Small table in the living room given to the parties by Sam Fleming;

(b) Dining room table and chairs;

(c) A portion of the crystal to be determined by Dr. and Mrs. Moran;

(d) Two white chairs in the den;

(e) The coffee table in the den;

(f) The stereo equipment from the den including the receiver, turntable and tape deck;

(g) Dr. Moran's tapes and albums;

(h) The desk from the Tennessee room;

(i) The two end tables from the Tennessee room;

(j) The round marble top table in the upstairs hallway; and

(k) A portion of the linens and kitchen utensils to be determined by Dr. and Mrs. Moran.

Dr. Moran shall receive all articles of household furnishings and personal property situated at his medical office and at the Center Hill cabin.

13. All right, title and interest of Mrs. Moran in and to Dr. Moran's interest in that certain property situated at Center Hill Lake, which includes, without limitation, a lot, cabin, contents, boat dock, and related articles and equipment, shall be, and is hereby, divested out of her and vested absolutely in Dr. Moran. Dr. Moran shall assume sole and separate responsibility for paying the indebtedness which relates to the lease and/or purchase of said property and shall hold Mrs. Moran harmless from any liability therefor.

14. Dr. Moran shall receive all funds and assets in the Equitable Securities account which is styled in his name. Mrs. Moran shall receive all funds and assets in the Equitable Securities account which is styled in her name.

15. Dr. Moran shall receive the securities in the Common Sense Growth account.

16. All right, title and interest of Mrs. Moran in and to Dr. Moran's medical practice, including the stock issued by Sam Houston Moran, M.D., P.C., and all assets of said corporation shall be, and is hereby, divested out of her and vested absolutely in Dr. Moran.

17. Dr. Moran shall receive all policies of insurance on his own life, together with any accumulated cash surrender value therein, free of any claim by Mrs. Moran.

18. Mrs. Moran shall receive all policies of insurance on her own life, together with any accumulated cash surrender value therein, free of any claim by Dr. Moran.

19. The parties acknowledge that Dr. Moran has set aside certain funds in savings accounts at Third National Bank for the benefit of the parties' children for which the parties are joint custodians. The parties agree that Dr. Moran shall hereafter be named the sole custodian of said funds and Mrs. Moran's name shall be removed from said accounts.

20. The parties acknowledge that Dr. Moran's mother has furnished funds which have been placed on deposit in savings accounts at Sovran Bank for the benefit of the parties' children for which the parties are joint custodians. The parties agree that Dr. Moran shall hereafter be named the sole custodian of said funds and Mrs. Moran's name shall be removed from said accounts.

21. The parties acknowledge that savings accounts for the parties' children at Third National Bank have been established with funds provided by Mrs. Moran for which Mrs. Moran is the custodian. The parties agree that Mrs. Moran shall continue as the custodian of said funds for the benefit of the parties' children.

22. The parties acknowledge that certain funds and assets have been placed on deposit in accounts at Equitable Securities Corporation for the benefit of the parties' children for which Dr. Moran is the custodian. The parties agree that Dr. Moran shall continue as the custodian of said funds and assets for the benefit of the parties' children.

23. The parties acknowledge that 500 shares of stock issued by The Cooker are held by Dr. Moran as custodian for the parties' son, Robert Shannon Moran. The parties agree that Dr. Moran shall continue as custodian of said securities for the benefit of Shannon.

24. Any and all right, title and interest of Dr. Moran in and to funds and securities on deposit with the Dreyfus Fund in an account styled in the name of Mrs. Moran shall be, and is hereby, divested out of him and vested absolutely in Mrs. Moran.

25. Any and all right, title and interest of Dr. Moran in and to securities issued in the name of Mrs. Moran shall be, and is hereby, divested out him and vested absolutely in Mrs. Moran.

26. Each party shall be responsible for paying their own attorney's fees and expenses incurred in connection with the pending divorce proceedings and in connection with the negotiation of this Agreement.

27. Dr. Moran shall pay the court costs associated with the pending divorce proceedings.

28. Except as otherwise provided herein, Dr. Moran agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Mrs. Moran harmless from any liability for such debts. Except as otherwise provided herein, Mrs. Moran agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Dr. Moran harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

29. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which the other party is responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

30. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

31. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Probate Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

32. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Mrs. Moran and Dr. Moran, individually or jointly, or any property that either of them may acquire in the future.

33. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

34. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

35. Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

36. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

37. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

38. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

39. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

THIS AGREEMENT is executed in triplicate and an original of same is being retained by each party. The third original will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Sam Houston Moran M.D.
SAM HOUSTON MORAN, M.D.

Elizabeth Greer Shannon Moran
ELIZABETH GREER SHANNON MORAN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, LaRhonda H. Mayey, a Notary Public in and for the aforesaid State and County, SAM HOUSTON MORAN, M.D., the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 15th day of October, 1990.

LaRhonda H. Mayey
Notary Public

My commission expires: 7-23-94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, June L. Cooper, a Notary Public in and for the aforesaid State and County, ELIZABETH GREER SHANNON MORAN, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 16th day of October, 1990.

June L. Cooper
Notary Public

My commission expires: 5-20-92

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* 31st *day of* OCTOBER, *19* 90, *in Case Number* 90D-894 *between* SAM HOUSTON MORAN *Plaintiff, and* ELIZABETH GREER SHANNON MORAN *Defendant, as same remains of record in Book* 57C, *Page* 1768 *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* 7th *day of* DECEMBER *in the year one thousand nine hundred and* NINETY *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Kelly M Hall, *D.C.*

Form #GR-117

It is further ORDERED, ADJUDGED AND DECREED that plaintiff, Sam Houston Moran, M.D., shall be, and is hereby, awarded an absolute divorce from defendant, that he be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the alimony and child support required by the terms of this Order shall not be reduced or prorated unless specifically ordered by the Court.

It is further ORDERED, ADJUDGED AND DECREED that the amount of child support agreed upon between the parties conforms to the child support award guidelines established by the Department of Human Services pursant to Tennessee Public Chapter 206, Acts of 1989.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against Sam Houston Moran, M.D.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 31 day of Oct, 1990.

James R. Everett, Judge

APPROVED FOR ENTRY:

FARRIS, WARFIELD & KANADAY

By: James G. Martin III

JAMES G. MARTIN III
Sup. Ct. No. 3083
Attorney for Plaintiff,
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NEAL & HARWELL

By: Philip N. Elbert

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Sup. Ct. #9430
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