IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DANA ALYN MORTON,		96-09
Plaintiff/Husband,		181
vs.	No.: 95D-1840	
DIANNA GAIL REED MORTON,		
Defendant/Wife.		

FINAL DECREE

This cause came on to be heard on this the 22nd day of November, 1995, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for Divorce, testimony of the Plaintiff in open Court, the Marital Dissolution Agreement, statement of counsel, and the entire record from all of which the Court finds as follows:

That there exists between the parties such irreconcilable difference as renders a further continuation of the marriage impractical and impossible and a divorce should be granted to the parties on the grounds of Irreconcilable Differences.

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

It is ORDERED, ADJUDGED AND DECREED that the Plaintiff, DANA ALYN MORTON, have and is hereby awarded an absolute divorce from the Defendant, DIANNA GAIL REED MORTON, and the bonds of matrimony heretofore existing and subsisting between the Plaintiff and Defendant are hereby held for naught and the parties are hereby restored to all the rights and privileges of unmarried persons.

It is further Ordered that the Marital Dissolution Agreement submitted to the Court for approval and made the Order of this Court and as in words and figures as follows:

Husband agrees to execute a Quitclaim Deed conveying his interest in said real property to Wife.

3. **PERSONAL PROPERTY**: The parties agree that they have equitably divided all of their personal property and each party shall be the sole owner of all property in his/her possession, each agreeing to promptly pay any encumbrances on property in his/her possession, holding the other party harmless for the payment of same. Wife shall be sole owner of the 1993 Honda automobile. Husband shall be the sole owner of the 1965 Houseboat, the 1983 "Cheetah" Runabout, and the 1978 "Century" Runabout, with no claim thereon from Wife. The parties agree to execute Bills of Sale conveying their interests aforesaid.

Wife shall be the sole owner of 100 shares of stock in First Bank & Trust Company, Husband waiving any interest in said stock. Husband agrees to execute said certificates conveying his interest to Wife.

4. **ALIMONY**: Husband agrees to pay directly to Wife as ~~reconstructive~~ rehabilitative alimony the sum of $400 per month for three years beginning December 1, 1995. This is payable on the basis of $200 on the 1st and 15th of each month. Beginning December 1, 1998, Husband agrees to pay $200 per month for two years, ending November 15, 2000. Said payments will be made payable at the rate of $100 on the 1st and 15th of each month. Said alimony payments will terminate upon Wife's remarriage or death.

5. **HUSBAND'S BUSINESS**: All right, title and interest of Wife in and to Husband's business known as "C.M. Quick" is divested out of her and said business with all assets are vested in Husband as its sole owner.

6. **MEDICAL INSURANCE**: The Wife agrees to continue insuring Husband under her group medical and hospitalization insurance policy until the divorce of the parties. Thereafter, Wife shall fully cooperate with Husband in his efforts to continue his hospitalization and medical insurance, at his expense, pursuant to the COBRA Act, providing him with necessary materials and forms, as furnished by her medical insurance company.

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DANA ALYN MORTON,	)	
	)	
Plaintiff/Husband,	)	
	)	
v.	)	NO: 95D-1840
	)	
DIANNA GAIL REED MORTON,	)	
	)	
Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into this 22ND day of NOVEMBER, 1995, by and between **DANA ALYN MORTON**, hereinafter called "Husband", and **DIANNA GAIL REED MORTON**, hereinafter called "Wife".

W I T N E S S E T H

WHEREAS, the parties were married on the 20th day of August, 1988, at Davidson County, Tennessee and separated on the 22nd day of April, 1995, while residents of Davidson County, Tennessee. There were no children born of this marriage.

WHEREAS, unhappy differences have arisen between the parties and same are irreconcilable, and suit for absolute divorce is pending herein; and

WHEREAS, the parties are desirous of settling all controversies in said suit concerning alimony and division of property, because the differences that exist between the parties are not reconcilable.

NOW THEREFORE, the parties agree as follows:

1. **DIVORCE**: It is hereby agreed by the parties that the Plaintiff/Husband shall proceed to obtain a divorce on the grounds of irreconcilable differences, and should the Court see fit to grant same to Plaintiff, incorporate in said Divorce Decree this Martial Dissolution Agreement.

2. **REAL PROPERTY**: All right, title and interest of Husband in and to the real property of the parties located at 2837 Emery Drive, Donelson, Davidson County, Tennessee, shall be divested out of him and said real property shall be vested in Wife as its sole owner, she being responsible for the mortgage payments, taxes, and maintenance expenses thereof, holding Husband harmless for same.

7. COURT COSTS & ATTORNEY'S FEES: Each party agrees to pay their own attorney's fee, except Husband agrees to reimburse Wife $500 on her attorney's fee, payable at no less than $100 per month beginning 30 days from the execution of this Agreement and each month thereafter until paid-in-full. Husband shall pay the Court costs herein.

8. MARITAL RIGHTS: The parties understand and agree that this Agreement is in full and final settlement of all marital rights between the parties and, except as otherwise provided herein, forever bars either party, after the acceptance of the Agreement by the Court, and incorporation into the Final Divorce Decree, from any and all claims for alimony, dower, curtesy, homestead, or any other inheritance rights the parties may have acquired by virtue of their marriage.

9. PENDING DIVORCE ACTION: The parties understand and agree that this Agreement shall be submitted to the court and if found by the Court to be fair and equitable, will be approved by said Court. However, in the event a divorce is not granted to either party, or the parties reconcile, this Agreement shall be of no further force and effect. Parties agree to sign or execute any and all necessary documents or instruments to carry out and to put into full force and effect the intent and purpose of the Agreement.

Parties submit to the jurisdiction of the Court for all the purposes herein contained. Further, this Agreement is entered into without any collusion between the parties, but solely of their own free will and accord.

IN WITNESS WHEREOF, the parties have affixed their signatures upon the day and date first above written.

Dana Alyn Morton

DANA ALYN MORTON

Dianna Gail Reed Morton

DIANNA GAIL REED MORTON

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said County and State, the within named, **DANA ALYN MORTON**, Husband, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand official seal this 22 day of NOV., 1995.

Sherie D. Dunn
NOTARY PUBLIC

My Commission Expires:
July 26, 1997

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named **DIANNA GAIL REED MORTON**, Wife, 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 this 17th day of December 1995.

Keri Daniel Bateman
NOTARY PUBLIC

My Commission Expires:
1-30-99

PICK-UP

95 DEC 13 PM 1:35
DAVIDSON COUNTY, TN

01320872
IDENTIFICATION REFERENCE

95 DEC 13 13:13 03CHECK 24.00

The Plaintiff's address is 4920 Shadowlawn Drive, Hermitage, Tennessee 37076.

The Defendant's address is 2837 Emery Drive, Donelson, Tennessee 37214.

This cause is retained in this Court for the enforcement of this Decree and the issuance of such future Orders that may be necessary and William E. Porter, Attorney for Plaintiff, is relieved from any further responsibility as counsel of record.

The final costs of this cause shall be paid by the Plaintiff/Husband, for which execution may issue if necessary.

ENTERED this 22nd day of Nov., 1995.

HONORABLE MURIEL ROBINSON
Judge of the Fourth Circuit Court

I hereby certify that this is a true copy of original instrument filed in my office this 22 day of November 1995
RICHARD R. ROOKER Clerk
By _____ Deputy Clerk

Approved For Entry:

WILLIAM E. PORTER #3924
Attorney for Plaintiff
213 Third Avenue, North
Nashville, Tennessee 37209
(615) 242-5453

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a true and exact copy of the foregoing document, via United States Mail, postage prepaid, this 22nd day of Nov., 1995, to the following:

Stan Allen, Attorney at Law
207 Third Avenue, North
Third Floor
Nashville, Tennessee 37201

WILLIAM E. PORTER