IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MARY GRISSIM MORRISON
9244 HESTER BEASLEY ROAD
NASHVILLE, TENNESSEE 37221,

Plaintiff/Counter Defendant,

vs.

CHARLES YOUNG MORRISON
4422 EAST BROOKFIELD DRIVE
NASHVILLE, TENNESSEE 37205,

Defendant/Counter Plaintiff.

DOCKET NO: 95D-3724

97 MAY 12 PM 3:34
ELIA Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
PICK-UP

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BOOK 10451 PG 668

## FINAL DECREE OF DIVORCE

This cause came to be heard on the 19th day of November, 1996, before The Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce; the Husband having filed an Answer and Counter Complaint; stipulations being announced on the record by each attorney of record and subsequent to the testimony of the Wife heard in open Court, additional stipulations having been announced in open Court by each attorney of record; the Court finding that the parties's stipulations to be well taken and should be granted as more specifically below; said stipulations being as follows:

1. Pursuant to T.C.A. §36-4-129, the parties stipulation that if this Honorable Court received fault grounds evidence from the parties and their respective witnesses, the Court would be of the opinion that each party is entitled to a divorce and that the parties should be declared to be divorce. Therefore, the parties stipulate that the parties shall be and hereby are declared to be divorced with each party being restored to all the rights and privileges of an unmarried person.

2. The parties, Mary Grissim Morrison and Charles Young Morrison shall be and hereby are granted the joint custody of their two (2) minor children to-wit: James Grissim Morrison (DOB: June 29, 1983) and Zoe Young Morrison (DOB: March 1, 1991); the Wife to be denoted as the primary custodial parent.

To aid in the support and maintenance of the minor children, the Husband shall pay directly to the Wife the sum of Seven Hundred Fourteen Dollars ($714.00) per month as ordinary child support, beginning December 1, 1996, and due and payable on the first (1st) day

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of each month thereafter, pending further orders from this Honorable Court. Each party acknowledges that there is no child support arrearages as of the date of this hearing. Further, said payment of ordinary child support is in full compliance with the Tennessee Child Support Guidelines based upon the Husband's monthly gross income of Two Thousand Nine Hundred Twenty-Five Dollars ($2,925.00). Each party affirmatively acknowledges that no action by either will be effective to reduce the ordinary child support after the due date of each payment and each party understands upon advice from their respective attorneys that Court approval must be obtained before child support can be reduced unless such payments are automatically reduced or terminated pursuant to the terms of this Final Decree of Divorce.

Each party acknowledges that the Wife has the ability to obtain health insurance coverage at a cheaper rate through her employer for the coverage of the two (2) minor children. Therefore, the Wife shall provide and maintain health, hospitalization and medical insurance coverage for the two (2) minor children. The cost of said health, hospitalization and medical insurance coverage premiums shall be reimbursed to the Wife by direct payment from the Husband on the first (1st) day of each month beginning December 1, 1996, and due and payable on the first (1st) day of each month thereafter, pending further orders from this Honorable Court. In the event there are any increases in the cost of said health, hospitalization and medical insurance coverage premiums, the Wife shall immediately notify the Husband of such increase and his requirement to pay said increase shall commence on the first (1st) of the month following notice. Further, the reimbursement to the Wife from the Husband of the cost of said health, hospitalization and medical insurance coverage premium shall be a duty directly related to the support and maintenance of the minor children. In the future, if the Husband has the ability to obtain similar health, hospitalization and medical insurance coverage through is employer he shall be granted leave of the Court to do so upon reasonable notice to the Wife and for so long as he continues to provide similar health, hospitalization and medical insurance coverage for the children he shall not be obligated to make the monthly reimbursement payments to the Wife as hereinabove stated.

Each party shall provide a life insurance policy upon their own life in a face value of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) naming the minor children beneficiaries thereunder and the other parent as trustee for the children during the children's minority. It is the intent of the parties in establishing this trust fund for the minor children to

provide a fund which would aid in the support and maintenance of the minor children at a rate not greater than the amount of child support the surviving parent would receive as of the date of death of the other parent. Upon the emancipation of the last minor child, said life insurance policies shall revert to the parent whose life was insured to be that parents personal property, free and clear of any claims from the other parent or children, to do with as they deem would be in his/her own best interest.

The Husband shall be granted standard Davidson County visitation, to-wit: alternating weekends from Friday at 6:00 P.M. through Sunday at 6:00 P.M.; alternating federally recognized holidays, to-wit: New Year's Day, Memorial Day, Martin Luther King Day, Fourth of July, Labor Day and Thanksgiving with said holiday visitation to commence at 6:00 P.M. on the eve of the Holiday through 6:00 P.M. of the holiday, with the Husband having his first holiday visitation New Year's, 1997, every Thursday night from 5:00 P.M. to 8:00 P.M. The children shall be in the possession of the Husband every Father's Day and with the Mother every Mother's Day regardless of alternating weekend visitation, from 6:00 P.M. on Saturday through 6:00 P.M. on Sunday. The Husband shall be granted three (3) weeks of summertime visitation, to-wit: the second (2nd) week of June, the second (2nd) week of July and the second (2nd) week of August, each summer.

Each party shall be permanently **ENJOINED AND RESTRAINED** from consuming alcoholic beverages in the presence of the minor children.

Each party shall permanently **ENJOINED AND RESTRAINED** from making any degrading, belittling or otherwise derogatory comments about the other parent in the presence of the minor children or allowing any third parties to make such comments in the presence of the minor children.

Each party shall be permanently **ENJOINED AND RESTRAINED** from having any overnight guests of the opposite sex not a spouse in the presence of the minor children un
an inappropriate circumstance, MR/

3. The Husband shall not be legally obligated to make any contributions towards the children's private school tuition.

4. The parties own as tenants by the entireties investment rental property located at 2201 Belmont Boulevard, City of Nashville, County of Davidson, State of Tennessee; said real property being more particulary described as follows:

Land in Davidson County, Tennessee being the northerly half of Lot No. 153 in the Belmont Land Company's Plan of Lots called "Belmont Heights", as of record in Book 421, page 34, Register's Office for said County.

Said part of Lot No. 153 fronts 50 feet on the westerly side of Belmont Boulevard and extends back between parallel lines, with the southerly margin of Ashwood Avenue 175 feet to an alley.

Being the same property conveyed to Marian J. Compton by deed from Bond Industries, Inc. of record in Book 4357, page 975, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Charles Y. Morrison, unmarried, by deed form Marian J. Compton, of record in Book 5455, page 902, Register's Office of Davidson County, Tennessee.

The parties shall be divested as tenants by the entirety and said interest shall be revested in the name of each party as tenants in common. The above described real property is currently on the open market for a commercially reasonable sale and in fact has a pending contract which is being negotiated as of this trial date. Each party shall be obligated to use their best faith efforts to ensure a commercially reasonable sale and the proceeds of said sale shall first be used to pay any mortgages or other indebtedness directly associated with the above described real property and if there is remaining equity monies, said monies shall be placed in the parties joint account as more specifically identified below. In the event there is a deficiency, each party shall pay and equal portion of said deficiency at the date of closing. The parties acknowledge that the sale of the investment rental property will result in substantial capital gains taxes and said taxes shall be paid from their joint account which will be more specifically identified below. In the event the investment rental property is not sold within ninety (90) days subsequent to the entry of this Final Decree of Divorce, said property shall be sold by the Clerk of the Circuit Court of Davidson County, Tennessee, in a commercially reasonable manner under the terms and conditions aforestated.

The parties also own as tenants by the entireties their marital residence located at 9244 Hester Beasley Road, City of Nashville, County of Davidson, State of Tennessee, 37221, said real property being more particulary described as follows:

Land lying and being situated in the 9th Civil District of Davidson County, Tennessee, and being described according to an unrecorded survey made by Carlisle & Brown, Engineers and Surveyors, dated April 15, 1981, as follows, to wit:

Beginning at a point located in the center of Hester Beasley Road, said point being the northeast corner of the James C. Hamblen property and the northwest corner of the herein described land; thence with the center of Hester Beasley Road as follows; S 89 deg. 43 min. E a distance of 263.00 feet

to a point; S 70 deg. 51 min. E a distance of 239.00 feet to a point; S 51 Deg. 26 min. E a distance of 267.00 feet to a point; thence leaving the read and with Dave Archey, Jr.'s line as follows: S 7 deg. 05 min. W a distance of 97.70 feet crossing a creek to a 12-inch oak on the south bank of the creek; S 3 deg. 23 min. E a distance of 165.18 feet to an iron pin; S 38 deg. 12 min. E a distance of 67.31 feet to an iron pin; S 56 Deg. 05 min. E a distance of 142.98 feet to an iron pin in Ben P. Greer's westerly line; thence with Greer's line as follows; S 5 deg. 20 min. W a distance of 244.12 feet to a set concrete block; S 87 deg. 47 min. W a distance of 262.08 feet to a 30-inch tee at a fence corner; S 6 deg. 32 min. W a distance of 283.01 feet to a 24-inch tree at a fence corner; thence with Jane E. Batson York's line and Wolodymyr Kindrat's line S 3 Deg. 40 min. W A distance of 2140.40 feet to an iron pin in a rock pile; S 0 Deg. 20 min. E a distance of 178.90 feet to an iron pin at Johney M. Groves' northeast corner;' thence with Groves' line as follows: N 68 deg. 00 min. W a distance of 561.00 feet to an iron pin; N 37 deg. 45 min. W a distance of 599.00 feet to an iron pin at a corner of the J. M. Whitsitt, Jr. property; thence with Whitsitt's line as follows: N 42 deg. 00 min. E a distance of 234.00 feet to an iron pin; N 60 deg. 58 min. E a distance of 132.28 feet to an iron pin in a rock pile on top of a hill; N 1 deg. 00 min W a distance of 818.00 feet to an iron pin; N 38 deg. 00 min. W a distance of 214 feet to an iron pin at James C. Hamblen's southeast corner; thence with Hamblen's line as follows: N 42 deg. 44 min. E a distance of 74.13 feet to an iron pin; N 47 deg. 30 min. E a distance of 174.00 feet to 12-inch oak tree west of a pond; N 33 deg. 18 min.. E a distance of 154.59 feet to an iron pin; N 23 deg. 00 min E a distance of 155.00 feet to an iron pin in a branch; N 27 deg. 00 min. E a distance of 245.00 feet to an iron pin in a branch; N 8 deg. 00 min E a distance of 200.00 feet to an iron pin; N 2 deg. 00 min. E a distance of 118.31 feet to an iron pin; N 23 deg. 23 min. W a distance of 142.05 feet to an iron pin; N 2 deg. 25 min. W a distance of 154.44 feet to an iron pin; N 7 deg. 25 min. W a distance of 205.12 feet to a 15 inch cherry tree; N 9 deg. 58 min. W a distance of 116.87 feet crossing a creek to the point of beginning, containing 52.70 acres, more or less.

Being the same property conveyed to Charles Y. Morrison by deed from D. E. Moody and Third National Bank in Nashville, Trustee U/W of Thomas Calvin Moody, deceased, of record in Book 5747, page 810, Register's Office for said County.

Being the same property conveyed by quitclaim deed from Charles Y. Morrison to Mary Grissim Morrison for the purpose of creating tenants by the entireties of record in Book 8393, page 244, Register's Office of Davidson County, Tennessee.

The Husband shall be divested of his interest, if any, in the above described real property and his interest, if any, shall be revested in the name of the Wife only to be hers in fee simple absolute. Upon the entry of this Final Decree of Divorce the Wife shall have the responsibility of obtaining a certified copy of this Final Decree of Divorce and filing same immediately in the Office of the Register's of Deeds of Davidson County, Tennessee, with notice to Husband's attorney. In consideration of the foregoing, the Wife shall pay directly to the Husband the sum of Ninety Thousand Dollars ($90,000.00) without interest, with the first payment to be made in the amount of Twenty-Five Thousand Dollars ($25,000.00) to be paid within ninety (90) days subsequent to the termination of the parties' joint Chapter 11

Bankruptcy, said Chapter 11 Bankruptcy to be terminated as quickly as is legally possible subsequent to the closing of the Belmont investment rental property. To pay the balance of the agreed upon price, the Wife shall pay directly to the Husband the sum of Five Thousand Dollars ($5,000.00) each year on June 1st, beginning June 1, 1998, for five (5) consecutive years with the final balloon payment of Forty Thousand Dollars ($40,000.00) being due and payable directly to the Husband on June 1, 2003. The Husband shall be granted an equitable lien against the above described real property as evidenced by a filing of a certified copy of this Final Decree, to secure the above stated payments from the Wife, however, the Husband shall not be entitled to transfer, liquidate or use the lien as security for any other type of indebtedness. Further, in the event the Wife needs to sell any amount or portion of the above described real property, the Husband shall be obligated to cooperate with such sale by releasing his lien as to the property being sold but the lien shall reattach to Wife's newly acquired real property interest. The Wife shall not incur any additional penalty for early payoff.

5. The parties have heretofore divided all items of furniture, furnishings and personal property with each party acknowledging and ratifying that their division is fair and equitable. The Wife shall deliver to her attorney of record, the Husband's handguns. The Wife's attorney of record shall then be obligated to turn said handguns over to the Husband's attorney of record. Other than aforestated, any and all household furniture, furnishings or personal property in the possession of either party as of the entry of this Final Decree of Divorce shall remain the sole and separate household furniture, furnishing or personal property of the spouse possessing it, free and clear of any claims from the other.

6. The parties have in the individual names or jointly, numerous debts which are currently included within the Chapter 11 Bankruptcy Plan. Upon the termination of the Chapter 11 Bankruptcy Plan, the Wife shall be obligated to pay Twenty-Two Thousand Dollars ($22,000.00) of marital debt with preference being given to any and all indebtedness incurred during the course of the marriage but in the name of the Wife only. The Husband shall be obligated to pay the balance of his individual debt including but not limited to any potential claim made by the Husband's previous employer, Dan Davenport/Davenport Construction and the Husband shall indemnify and hold her harmless from the payment of same.

7. Within thirty (30) days of the entry of this Final Decree of Divorce the Husband shall be obligated to remove the name of the Wife from his contractors' license and to indemnify and hold her harmless from any claims or liabilities thereunder, including but not limited to claims from Davenport Construction.

8. Each party shall be awarded sole and exclusive possession of the their own liquid assets, free and clear of any claims from the other spouse with the exception the joint banking account which requires each parties signature and as to the monies in said account, said monies shall be used to timely pay any and all capitol gains taxes as a result of the sale of the Belmont investment rental property. In the event there are monies remaining thereafter said amount shall be equally divided between the parties. In the event there is a deficiency in paying said capitol gains taxes, each party shall pay one-half (1/2) of said deficiency at the date of the filing of the tax return which shall be filed in a timely fashion.

9. The Wife shall be awarded sole and exclusive possession of the 1952 Chevrolet Pickup truck free and clear of any claims from the Husband, the Husband to deliver said Chevrolet pickup truck, to the Wife's residence within thirty (30) days of the entry of this Final Decree of Divorce.

10. The Wife shall be restored to the use and benefit of her maiden name, to-wit; Mary S. Grissim.

11. The Contempt Petition pending against Husband shall be dismissed with prejudice.

12. The Wife shall not be awarded separate maintenance nor rehabilitative alimony.

13. Except as herein above stated, each party shall be obligated to file and pay their individual income taxes for the tax year 1996, with the Wife to receive the children and nay interest paid upon the Hester Beasley property as her income tax deductions/exemptions.

14. Each party shall be responsible to pay his;/her own attorney fees without contribution from the other spouse.

15. Each party shall be obligated to pay one-half (1/2) of the Court Cost incurred

in connection with this matter, said Court Cost being herein reduced to Judgement for which execution may issue if necessary.

16. Wife shall be restored to the use of her maiden name of Mary S. Grissim.

17. The present addresses of the parties are:

Wife: **MARY GRISSIM MORRISON**
**9244 HESTER BEASLEY ROAD**
**NASHVILLE, TENNESSEE 37221**

Husband: **CHARLES YOUNG MORRISON**
**4422 EAST BROOKFIELD DRIVE**
**NASHVILLE, TENNESSEE 37205**

**ENTERED** this the 10th Day of ~~February~~ March, 1997.

**MURIEL ROBINSON, JUDGE**

**APPROVED FOR ENTRY:**

**W. ALLEN BARRETT #10894**
Attorney for the Wife
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**ROBERT TODD JACKSON #13566**
Attorney for the Husband
214 Second Avenue North
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Nashville, Tennessee 37201
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**STATE OF TENNESSEE**

**I, RICHARD R. 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 FOURTH Circuit Court for Davidson County, Tennessee, on the 10 day of MARCH , 19 97 , in the Case Number 95D3724 between MORRISON, MARY GRISSIM Plaintiff, and MORRISON, CHARLES YOUNG Defendant, as same remains of record in Book 266C , Page 2264 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 12 day of MAY in the year one thousand nine hundred and ninety-seven and in the 221st year of American Independence.

**RICHARD R. ROOKER**

By _____ Deputy Clerk

SEAL

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