IN THE FOURTH CIRCUIT COURT FOR THE STATE OF TENNESSEE

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

JUDITH MARTIN DORRIS	)	
	)	
PLAINTIFF	)	
	)	
vs.	)	DOCKET NO. 97D-3665
	)	
JAMES CALVIN DORRIS	)	
	)	
DEFENDANT	)	

FINAL DECREE

This cause came to be heard on the 27 day of March 1998, before **MURIEL ROBINSON**, the Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon hearing testimony of Plaintiff, statements of Counsel for the Plaintiff, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Plaintiff, JUDITH MARTIN DORRIS, is hereby awarded an absolute divorce from the Defendant, JAMES CALVIN DORRIS, on the grounds of irreconcilable differences, pursuant to Tennessee Code § 36-4-103(b), and is hereby restored to all of the rights and privileges of an unmarried person.

Pursuant to Tennessee Code § 36-4-103(b), the Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties. The parties have entered into a Marital Dissolution Agreement which is as follows:

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PICK-UP

98 APR 24 PM 12:04
FELIX E. ELSEA REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE
04292 42

BOOK 10899 PG 327

FILED
97D-3665
98 MAR 18 PM 1:19
RICHARD R. ROOKER, CLERK
D.C.

MARITAL DISSOLUTION AGREEMENT

This agreement entered into the 23rd day of February, 1998, and the 9th day of March, 1998, by and between the Plaintiff JUDITH MARTIN DORRIS, hereinafter referred to as "Wife" and the Defendant JAMES CALVIN DORRIS, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Fourth Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties being Dorris vs. Dorris, bearing Docket No. 97D-3665;

WHEREAS, the parties desire to agree upon and affix their rights and duties, respecting the respective estates, and any and all matters concerning their respective rights and duties by reason of their marital relationship.

NOW THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promise and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

I. MOTOR VEHICLES

A. All right, title, and interest of the Husband to a 1994 white, Saturn, VIN #1G8ZK5576RZ171598 shall be divested from the Husband and fully vested in the Wife and the Wife shall hold the Husband harmless for any liabilities thereupon.

B. All right, title, and interest of the Wife to a 1978 Delta 88 Oldsmobile and a truck in possession of Husband shall be divested from the Wife and fully vested in the Husband and the Husband shall hold the Wife harmless for any liabilities thereupon.

VI. REAL PROPERTY

All right, title, and interest of JAMES C. DORRIS in the marital home located at 254 Cross Timbers Drive, Bellevue, Tennessee, shall be divested from JAMES C. DORRIS and is fully vested in JUDITH M. DORRIS, subject to any and all mortgages, restrictions, easements, and liens of record; said property is described as follows, to-wit:

> Being Lot No. 156 on the Plan of Harpeth Park, Section Two, as of record in Book 3700, page 58.
>
> Said Lot No. 156 fronts 100.0 feet on the northeasterly side of Cross Timbers Drive and runs back between lines, 282.0 feet on the northwesterly line and 236.0 feet on the southeasterly line, to a line in the rear on which it measures 110.05 feet.
>
> Being the same property conveyed to James C. Dorris and wife, Judith M. Dorris, by deed from Dennis W. Walker, III and wife, Cynthia A. Walker, as of record in Book 5073, page 305.
>
> This conveyance is made subject to restrictions of record in Book 3990, page 68.

This is improved property known as 254 Cross Timbers, Bellevue, Tennessee 37205. The map number is 128-14, and the parcel number is 78.

After the Wife sells the aforementioned marital home and pays the creditors listed in Section VIII from the proceeds, the Husband and Wife shall equally divide the net sum remaining with the Wife to send the Husband a check his share within 30 days of the date the closing on said property.

VII. HOUSEHOLD FURNITURE, APPLIANCES AND PERSONAL PROPERTY

Wife shall be awarded the contents of the marital home, with the exception that the Husband shall have:

Big screen color television (den)
Master Bedroom set - double bed/2 night stands/hutch & dresser
Indian oil painting (master bedroom)
Clown oil painting (master bedroom)
Cherry bench
Bowl (husband's mother used to feed him and his brother when they were babies)
Crystal decanter
Set of crystal glasses
Microwave & hutch
All personal collections, including cars, Barbie & teddie bears, and all other personal effects

Any property awarded to the Husband shall be removed by Husband within 30 days of the date of the Final Decree, or said property shall become the sole property of the Wife.

VIII. DISTRIBUTION OF SUPPORT OBLIGATIONS - NON-DISCHARGEABLE IN BANKRUPTCY

A. As of the date of this agreement, neither party shall contract any further joint debts or liabilities.

B. Each party has individually incurred debts throughout the term of this marriage and each party shall hold the other party harmless for any liabilities upon any individually incurred debts.

C. The Wife shall pay all remaining amounts on the following itemized joint debts from proceeds of the sale of the marital home:

Capitol One Visa, Account No. 4388-6413-6385-5763
Regions Mortgage, Account No. 1770130
MasterCard, Account No. 5369-9008-0170-7477
First Advantage Visa, Account No. 4607-3521-1017-3352
Discover Card, Account No. 6011-0067-6150-7897
First American National Bank, Account No. 100-1000178790
Burroughs Florist, Account No. 018101
Johnny Friedli, Personal Loan to Husband
Intermedia, Account No. 05705-349326-01-9
Nashville Gas Company, Account No. 6000057634001
Harpeth Valley Utilities District, Account No. 022-1162-2
Nashville Electric Service, Account No. 0319110-0317933
BellSouth, Account No. 615-646-4627
Visa, Account No. 4266-5126-3003-3699
Vanderbilt Hospital
St. Thomas Hospital
Accountant Fees for Preparation of 1995, 1996 & 1997 Federal Income Tax Returns
Wife's Attorney's Fees in the amount of $1,812.00 JD JD EJ
Psychologist Patrice Ryan

D. Any of Husband's remaining equipment, parts, and debts associated with Cumberland Motor Works shall be the sole property of Husband and Husband shall hold Wife harmless of any liabilities thereupon.

IX. ASSETS, STOCKS, BONDS, BANK ACCOUNTS, IRA'S, & RETIREMENT FUNDS

Each party presently has possession of the stocks, bonds, bank accounts, IRA's and retirement accounts to which that party is rightfully entitled and the other party has no rights, title or interest to said accounts held in the other party's name as of the date of this agreement. Further, all rights, title and interest of the Husband in the Wife's personal injury lawsuit is divested

from the Husband and fully vested in the Wife, with the Wife to hold Husband harmless from any liabilities thereon.

X. INJUNCTION AND RESTRAINING ORDERS

All injunction and restraining orders which are presently in effect shall be vacated.

XI. TAXES

By the date of the Final Decree of Divorce, Husband shall return to the Wife the 1993 and 1994 joint tax returns and all the necessary documentation for filing 1995, 1996 and 1997 joint tax returns. Upon receipt of the paperwork, at the Wife's option, the Wife shall prepare or hire an accountant to prepare joint tax returns for the years 1995, 1996 and 1997. Upon notification that the returns are ready, the Husband and Wife shall sign said tax returns within 30 days, and, the Wife shall file said joint returns. The Wife will pay any sums due to the IRS from the filing of joint returns and she will keep any refunds. The Wife may sign the Husband's name to any check for refunds.

XII. ATTORNEY'S FEES AND COURT COSTS

Husband shall pay his own attorney's fees, Wife's attorney's fees shall be paid as designated in Section VIII and the costs shall be assessed against the Husband, for which execution may issue, if necessary.

XIII. GENERAL PROVISIONS

Both parties agree to comply with the following general provisions:

1. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property in the estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her rights, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible or mixed now owned or herein after acquired of or by the other party, except as he or she may be bound by the promises covenants contained in this agreement.

2. The parties agree that this agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

3. Except as otherwise provided herein, each party agrees that he or she shall be solely and separately responsible for the paying of all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from 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.

4. In the event a creditor of either party seeks to compel the other party to pay any debts for which that party is not 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 other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor claim.

5. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provisions 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.

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

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

8. 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.

9. This agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, or by Court Order, this requirement cannot be waived by oral agreement.

10. The parties acknowledge that this document is signed without duress and after being advised that an attorney's advice should be sought prior to the signing of this document.

11. Signatures of the parties indicate that the parties have received copies of the complaint and waive any objections to service of process in this divorce action.

12. Signatures of the parties indicate that Attorney Ellen Taylor Turley has not given any tax advice to either party, but has advised that prior to signing this agreement the parties should seek legal advice of the tax consequences of this agreement with outside legal counsel.

13. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. § 523 which is not dischargeable in bankruptcy as to the other party.

14. Each party shall be free from interference, authority and control, direct and indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

15. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not sale or exchange or other disposition, but represents a division of property by co-owners.

IN WITNESS WHEREOF, the parties hereto set their signatures:

Feb. 23, 1998 Judith Martin Dorris
DATE **JUDITH MARTIN DORRIS**

3/9/98 James Calvin Dorris
DATE **JAMES CALVIN DORRIS**

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JUDITH MARTIN DORRIS, 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 23rd day of February, 1998.

Lee Anne H. Stevenson
NOTARY PUBLIC

My Commission Expires: 7/27/98

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JAMES CALVIN DORRIS, 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 this 9th day of March 1998.

Judy A. Quinn
NOTARY PUBLIC

My Commission Expires: 7/6/99

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

It is **ORDERED, ADJUDGED AND DECREED** that the final costs of this cause shall be assessed against the Defendant Husband, for which execution may issue, if necessary.

It is **ORDERED, ADJUDGED AND DECREED** that all right, title, and interest of JAMES C. DORRIS in the marital home located at 254 Cross Timbers Drive, Bellevue, Tennessee, is divested from JAMES C. DORRIS and is fully vested in JUDITH M. DORRIS, + dec.'s equity MIE subject to any and all mortgages, restrictions, easements, and liens of record; said property is described as follows, to-wit:

> Being Lot No. 156 on the Plan of Harpeth Park, Section Two, as of record in Book 3700, page 58.
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>
> This conveyance is made subject to restrictions of record in Book 3990, page 68.

This is improved property known as 254 Cross Timbers, Bellevue, Tennessee 37205. The map number is 128-14, and the parcel number is 78.

This, the 9th day of April, 1998.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Ellen Turley

ELLEN TAYLOR TURLEY, #11715
Attorney for JUDITH MARTIN DORRIS
2620 Old Lebanon Pike
Nashville, TN 37214
(615) 889-5350
Fax: (615) 391-5866

Allen Barnes (By permission)

ALLEN BARNES, #11987
Attorney for JAMES CALVIN DORRIS
211 Printer's Alley, Suite 400
Nashville, TN 37201-1414
(615) 244-4565

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been sent to Allen Barnes, Attorney for James Calvin Dorris (c/o Ray and Allison Trotter, 201 Amy Drive, Maryville, TN 37801), 211 Printer's Alley, Suite 400, Nashville, TN 37201-1414 and Judith Martin Dorris, 629 Brentwood Pointe, Brentwood, TN 37027, on this 27 day of March, 1998.

Ellen Turley

ELLEN TAYLOR TURLEY

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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 09 day of APRIL , 19 98 , in the Case Number 97D3665 between DORRIS, JUDITH MARTIN Plaintiff, and DORRIS, JAMES CALVIN Defendant, as same remains of record in Book 280A , Page 870 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 24 day of APRIL in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By K L Washburn
Deputy Clerk