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BOOK 11529 PG. 175

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

98 MAR 15 PM 4:24

R. ...ER, CLERK

B Murray D.C.

JOYCE McNEELY MORTON,	)	
	)	
Petitioner/Wife	)	
	)	
v.	)	**No. 98D-105**
	)	
JOHN PATRICK MORTON	)	**NOTICE OF ENTRY REQUESTED**
	)	
Respondent/Husband	)	

FINAL DECREE OF DIVORCE

This cause came to be heard before the Honorable Muriel Robinson, Judge, on the 9th day of November, 1998 and upon the testimony by the parties, statements of counsel, and the announcement in open Court by the parties that they had reached an agreement on all outstanding issues, and upon the entire record in this cause, the Court finds as follows:

1. A divorce is granted to Wife, Joyce McNeely Morton, upon stipulation by the parties that she was the party less at fault, pursuant to T.C.A. §36-4-129.

2. Wife is awarded the marital residence at 2828 Blackwood Drive, Nashville, Tennessee 37214, subject to the mortgage in the approximate amount of $90,000. As it is unlikely that Wife will be able to refinance the mortgage, Husband will remain on the debt but Wife is to be responsible for all payments thereunder and is to hold the Husband harmless for any payments he is required to make or has made after September 30, 1998.

This property is more exactly described as follows:

> BEING Lot No. 81, on the plan of Section Two, Villages of Larchwood, of record in Plat Book 7900, Page 326, Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed to Frank Batson Homes, Inc. by deed from B & P. Developments, Inc of record in Book _____ Page _____ Register's Office for said County.
>
> Being the same property conveyed to John P. Morton by deed from Frank Batson Homes Inc. of record in Book 8907, Page 576 Register's Office for Davidson County Tennessee.
>
> Being the same property conveyed to John P. Morton et ux by deed from John P. Morton, of record in Book 9553, Page 491, Register's Office for Davidson County, Tennessee.
>
> This conveyance in subject to Restrictive Covenants, of record in Book 8067, Page 792 and Book 8495, Page 747, Register's Office for said County.

3. Husband is awarded the property at 2418 Emmett Avenue as his separate property, as well as all appreciation on the property during the marriage. Husband is to be solely responsible for the debt on this property and is to hold Wife harmless for any payments she is required to make on this debt. This property is more exactly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 255 on the Plan of the subdivision of part of the Trevecca College Property, of record in Book 547, page 28, Register's Office for said County described as follows.

Said Lot No. 255 fronts 50 feet on the easterly side of Emmett Avenue, and runs back between parallel lines 112.5 feet to the westerly line of Lot no. 260.

Being the same property conveyed to Doyle Skeen and wife, Irma Skeen, by deed from Effie Bumbalough as of record in Book 2339, page 439, Register's Office for Davidson County, Tennessee, the said Doyle Skeen having since died.

Being the same property conveyed to John P. Morton, et ux, Rosa C. Morton by Installment Deed from Irma K. Skeen of record in book 5790, page 635 & 636, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to John P. Morton by quitclaim deed from Rosa C. Morton of record in book 8609, page 647, Register's office for Davidson County, Tennessee.

This is improved property known as 2418 Emmett Avenue, Nashville, Davidson County, Tennessee 37206.

4. Wife is awarded the 1994 Oldsmobile that she currently drives. Husband is solely liable for the debt on this vehicle, which approximates $2,800, and which he may pay off either in a lump-sum or according to the existing repayment schedule. Husband is to quit-claim to Wife all his interest in this vehicle.

5. Husband is awarded the 1993 Chevrolet truck and the 1987 Conquest, neither of which vehicles are encumbered by debt. If necessary, Wife is to quit-claim to Husband all of her interest in these vehicles.

6. Wife is awarded $15,500 from Husband's 401(k) Plan from his employment at Peterson Tool, valued as of September 30, 1998. Wife's attorney is to draft the Qualified Domestic Relations Order, and Husband is ordered to cooperate fully with Wife's attorney in obtaining the necessary information and records from the Plan's administrator.

7. Wife has applied for and is to receive "back pay" in connection with an award of social security disability. Any back pay from social security is awarded to Wife.

8. The parties are awarded the personal goods in their possession, except that Husband is awarded Husband's desk and chair and the spare refrigerator, which are found to

be his separate property.

9. Husband is to assume full responsibility for paying off the "People's Jewelers" credit card in the approximate amount of $4,500, and is to hold Wife harmless for same. Wife is to assume full responsibility for paying off the "Farm Bureau/1st Tennessee" credit card in the approximate amount of $4,500 and is to hold Husband harmless for same. Wife is to use all good faith efforts to have Husband's name removed from the "Farm Bureau/1st Tennessee" credit card and in any event is not to charge any further items on it so long as Husband remains legally responsible in any way for that card.

10. Wife is awarded alimony in futuro in the amount of $1,000 per month, payable until her remarriage or death. This amount is predicated on Wife's receipt of social security disability payments of $519 per month; any increase in her monthly disability payments is to be considered a change in circumstances that will justify an equivalent decrease in Husband's monthly alimony obligation.

11. Pending the start of Wife's social security payments, Husband will continue to pay the mortgage on 2828 Blackwood Drive, Wife's uninsured medical and prescription expenses and $125 weekly for groceries and incidentals. The amount of these payments, less the $1,000 monthly alimony payments which were to be made by Husband commencing October 1, 1998, will be adjusted upon formal qualifications of the Qualified Domestic Relations Order relative to Husband's 401(k) Plan. The intention is for Husband's payments to Wife as set out in this Decree to be effective September 30, 1998.

12. Wife has an insurable interest Husband's life. Husband agrees to cooperate fully with Wife should she wish to obtain, at her expense, insurance of his life for the duration of any obligation he has to her under the terms of this Final Decree.

13. Wife is to have the option to obtain continuing medical coverage for herself pursuant to COBRA, at her own expense, should she so elect.

14. Wife has a right to and is to be restored to her previous name, Joyce M. Ring

15. Each party is to pay his or her own attorney's fees.

16. The costs of this action are taxed equally to the parties.

It is so ORDERED, ADJUDGED and DECREED.

ENTER this _____ day of March, 1999

BOOK 11529 PG. 178

JUDGE

3-15-99

APPROVED FOR ENTRY:

Jeffrey L. Levy, BPR # 18770
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Nashville, Tennessee 37238-2075
(615) 244-5432

Stephen Crofford, BPR # 12039
209 10th Avenue South, Suite 511
Nashville, Tennessee 37203
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Stephen Crofford by permission Jeffrey L. Levy 3/10/99

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IDENTIF. REFERENCE
PICK-UP

99 JUN 15 PM 2:45

WILLIAM O. GAY REGISTER
DAVIDSON COUNTY, TN.

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 15 day of MARCH , 19 99 , in the Case Number 98D105 between MORTON, JOYCE M. Plaintiff, and MORTON, JOHN P. Defendant, as same remains of record in Vol. 547 , Page 100438 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 19 day of MARCH in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By B. Murray
Deputy Clerk

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