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1076/1940

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

100-50506

PAMELA MILLER MOORE)
)
Complainant)
)
VS.) No. 89014
)
STEPHEN E. MOORE)
)
Defendant)

MAY-1 8 FINAL DECREE 8* 10.00 * 10.00

This cause came on to be heard on the 10th day of March, 1978, before the Honorable Benson Trimble, Judge, Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint, of the Defendant having been personally served with process and having failed to answer within the time prescribed by law, upon testimony of the Complainant, and upon the entire record in this cause. The Court affirmatively finds that the parties hereto have made adequate and sufficient provisions by written agreement as to custody of the parties' minor child and as to the equitable settlement of any and all rights between the parties, and the Court further finds from the testimony of the Complainant and the entire record of this cause that she is entitled to an absolute divorce on the grounds of irreconcilable differences.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court to-wit:

1. That the Complainant, Pamela Miller Moore, be, and she is hereby awarded and granted an absolute divorce from the Defendant, Stephen E. Moore, and the bonds of matrimony heretofore subsisting between the parties are forever dissolved and for naught held, and the parties are restored all the rights and privileges of unmarried persons.

2. That the Property Settlement Agreement heretofore entered into by and between the parties pertaining to the division of the personal property jointly owned by the parties, the jointly owned real property, and custody of the parties' minor child, said agreement being affirmed by the Complainant and the Defendant

as evidenced by their signatures thereto, is here and now approved, ratified and confirmed by the Court, and is hereby made an Order of this Court. A copy of said Agreement is attached hereto as Exhibit A, and made a part of this Final Decree.

Benson Trimble, Judge

3-13-78

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS, BUCHANAN
& MATHIESEN
223 Madison Street
Madison, TN 37115

By: _____
Homer R. Ayers
Attorney for Complainant

CERTIFICATE

It is hereby certified that a true and exact copy of the foregoing Final Decree was mailed to the Defendant, Stephen E. Moore, at his last known address at 4309 Grandville Boulevard, Nashville, Tennessee, this 10th day of March, 1978.

Homer R. Ayers

89014 107C/1740

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* PAMELA MILLER MOORE *Plaintiff, and* STEPHEN E. MOORE *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 21st *day of* April *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By V. L. Lowland, *D. C.*

Form #GR-117

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this the 11th day of March, 1978, by and between STEPHEN E. MOORE, hereinafter referred to as "HUSBAND", and PAMELA MILLER MOORE, hereinafter referred to as "WIFE";

W I T N E S S E T H:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the 4th Circuit Court for Davidson County, Tennessee, a suit for divorce styled Pamela Miller Moore, Complainant vs. Stephen E. Moore, Defendant, bearing Docket No. 89014; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and all other matters concerning their respective rights and duties by reason of the 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 promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1) WIFE shall have the care, custody and control of the parties' minor child, Roschelle Latrice Moore, and HUSBAND shall have the said child in his care, custody and control during weekends and at such other times as may be convenient for the parties and in the best interest of the said child.

2) For the care, welfare, support and maintenance of the parties' minor child, Roschelle Latrice Moore, HUSBAND agrees to pay direct to WIFE, irrespective of custody, the sum of One Hundred Twenty and No/100 ($120.00) Dollars per month beginning with the month of March, 1978 and a like amount each and every succeeding month until such time as the said minor child reaches her legal age or becomes emancipated.

3) In addition to child support payments hereinabove referred to in Paragraph 2, HUSBAND shall pay direct to WIFE the sum of Eighty and No/100 ($80.00) Dollars per month until such time as WIFE remarries or openly enters into common cohabitation with another man, whether permanent or temporary, but such provision shall in no wise restrict or prevent WIFE from dating or other activities so long as such dating or activities do not interfere with the welfare of the said minor child.

4) HUSBAND agrees to keep in force such major medical and hospitalization insurance as is presently in force for the use and benefit for the said minor child, and further to keep in force and effect Twenty-Five Thousand and No/100 ($25,000.00) Dollars life insurance naming the said minor child as beneficiary of such insurance.

5) The parties are current owners of a house located at 4309 Grandville Boulevard, Nashville, Tennessee. The parties agree that the said property shall be divested out of the WIFE and vested in the HUSBAND to be his absolutely, subject to any existing mortgages or indebtedness upon the said property.

6) WIFE shall have and own all household goods, furniture, fixtures and appliances jointly owned by the parties. HUSBAND shall have and own all equipment and tools heretofore jointly owned by the parties.

7) There are presently two automobiles in the ownership and control of the parties - a 1976 Pacer automobile and a KarmanGhia automobile. Ownership and control of the 1976 Pacer shall be vested in WIFE, and HUSBAND shall keep up any and all payments on the said 1976 Pacer. HUSBAND shall have ownership and control of the KarmanGhia automobile. Each of the parties shall be responsible for the maintenance, upkeep and insurance on his or her automobile.

8) WIFE shall have the savings account with First American National Bank, and HUSBAND shall have the Savings Thrift Plan at Dupont. The checking accounts of the parties have already been separated and the party in whose name such checking account is listed shall be considered his or hers absolutely.

9) HUSBAND and WIFE shall each be responsible for paying their respective attorneys' fees.

10) HUSBAND shall pay the Court costs in connection with the divorce proceeding.

11) 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 probate value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise, in and to all of the estate whether real, personal, intangible, or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

12) 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.

IN WITNESS WHEREOF, the parties hereto have set their signatures this the 7 day of March, 1978.

WITNESS

Stephen E. Moore
STEPHEN E. MOORE

WITNESS

Pamela Miller Moore
PAMELA MILLER MOORE

E62702

IDENTIF. REFERENCE

MAY 1 11 23 AM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.