IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANNIE LOIS WITHERSPOON MORENO)
)
VS.) NO. 94018
)
ANTONIO GARCIA MORENO)

O R D E R

This cause came on to be heard before the Honorable Harry S. Lester, Judge, upon the complaint filed herein, personal service being had upon the defendant, the testimony of the plaintiff the property settlement agreement signed by the parties and statement of counsel from all of which the Court is of the opinion that the plaintiff has made out her case as charged, to wit: that irreconcilable differences have arisen between the parties and that she is entitled to an absolute divorce. The Court further finds the property settlement agreement to be reasonable and proper and said agreement is approved hereby.

IT IS THERFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the plaintiff and defendant be, and the same are hereby forever and perpetually dissolved and the plaintiff is granted an absolute divorce from the defendant.

IT IS FURTHER ORDERED, that the following property settlement agreement be and become the orders of this Court:

PROPERTY SETTLEMENT AGREEMENT

This agreement made and entered into this 1st day of November, 1978, by and between Lois W. Moreno, hereinafter, referred to as wife and Antonio G. Moreno, hereinafter referred to as the husband.

WHEREAS, the parties hereto are now husband and wife but differences have arisen between them and the wife has filed a petition for absolute divorce in the Circuit Court for Davidson County, Tennessee, it is to the best interest of the parties and their minor children that provisions be made for

custody and support of the children and division of the property accumulated by the parties during the marriage.

For and in consideration of the mutual promises made herein and other good and valuable considerations, the receipt of which is acknowledged by each of the parties, it is agreed and understood between the parties as follows:

1. That the wife shall have the custody of the parties' three minor children, with visitation rights reserved to the husband at any and all times as are reasonable and convenient to the parties and to the children.

2. That the husband shall pay to the wife the sum of $75.00 per week as child support, said payments to begin upon the execution of this agreement and to continue each week thereafter until further ordered by the Court.

3. That the husband shall convey to the wife all of his right, title and interest in and to the house and lot located at 1505 Hayden Drive, Nashville, Davidson County, Tennessee the legal description for which shall be incorporated in the final decree.

4. That the husband shall convey to the wife his right, title and interest in and to the 1972 Chevrolet automobile.

5. That the wife shall have as her property absolutely all of the household goods, furnishings and furniture accumulated by the parties during the marriage.

6. That the husband shall have as his property absolutely all his clothing, sporting goods and tools and equipment used in his trade as a painter.

7. That the husband agrees to pay all Court costs and a fee of $250.00 to wife's attorney for obtaining said divorce.

8. That each of the parties agree to execute any and all documents necessary to affect the purposes of this agreement.

9. It is expressly agreed that each party has entered into this agreement of their own free will and that consent to

the execution of this agreement has not been obtained by fraud, duress or undue influence by any person.

10. That it is agreed that this agreement shall be included in and become a part of any final order of divorce entered dissolving the marriage between the parties.

/s/ Lois W. Moreno
Lois W. Moreno, Wife

/s/ Antonio G. Moreno
Antonio G. Moreno, Husband

IT IS FURTHER ORDERED AND DECREED that all of the defendant's right, title and interest in and to the 1972 Chevrolet Impala automobile, identification number 1M69H2S246983, title number 20506210 be and the same is hereby divested from him and into the plaintiff.

IT IS FURTHER ORDERED AND DECREED that all of the right, title and interest of the defendant in and to the house and lot located at 1505 Hayden Drive, Nashville, Davidson County Tennessee, is hereby divested from him and vested in the plaintiff subject to the indebtedness thereon. The legal description of said property is as follows:

> Land in Davidson County, Tennessee being Lot No. 31 on the Plan of Porter Heights, Part 2, as of record in Book 1424, page 79, Register's Office for said County.
>
> Said lot No. 31 fronts 75 feet on the easterly margin of Hayden Drive and extends back eastwardly 162.7 feet on the northerly side and 160.5 feet on the southerly side to a dead line in the rear, on which it measures 75.03 feet.

The costs of this cause are taxed against the defendant, for which execution may issue if necessary.

Harry S Wilson
Judge

Enter This 21 Day of March, 1979

APPROVED FOR ENTRY:

SMITH, DAVIES, SMITH & CANTRELL

BY: Thomas O.H. Smith, Jr
Thomas O.H. Smith, Jr
Attorneys for Plaintiff

04/12 5.00 CHECK

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BOOK 5420 PAGE 352 IDENTIF. REFERENCE

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DAVIDSON COUNTY, TENN.

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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* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Annie Lois Witherspoon Moreno *Plaintiff, and* Antonio Garcia Moreno *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* 12th *day of* Apr *in the year one thousand nine hundred and* 79 *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Oper, *D. C.*

Form #GR-117