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IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MARILYN DALE DOWELL MOODY]

-vs-] NO. 91918

MILTON HENRY MOODY, JR.]

FINAL DECREE

This cause came on to be heard on the 15th day of August, 1978 before the Honorable Robert E. Lillard, Judge, upon the petition for absolute divorce filed by complainant, default judgment duly entered against the defendant, submission to the Court for approval of a property settlement agreement heretofore entered into by and between the parties, testimony of complainant, statement of counsel in open court and from the entire record in this cause. From all of which it appears to the Court that irreconcilable differences exist between the parties pursuant to Tennessee Code Annotated, §36-801, et seq., as amended 1977. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Marilyn Dale Dowell Moody, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED that the property settlement agreement heretofore entered into by and between the parties and submitted to the Court for approval, is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Circuit Court of Davidson County, Tennessee a complaint for absolute divorce filed by MARILYN DALE DOWELL MOODY, hereinafter referred to as Wife, against MILTON HENRY MOODY, JR., hereinafter referred to as Husband, under Docket No. 91918, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and submit same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

1. That Wife will proceed to trial to obtain an absolute divorce on the grounds of irreconcilable differences.

2. The absolute care, custody and control of the two minor children of the parties, to-wit: Steven Wayne and Christin Lynn, shall be awarded to the Wife, with liberal and reasonable visitation privileges awarded to the Husband.

3. Husband agrees to pay $60.00 per week as child support, said sum to be paid directly to the Wife.

4. Husband agrees to maintain in full force and effect hospital and medical insurance for the benefit of the minor children and further agrees to pay any and all hospital, doctor, dental and medical bills for the benefit of the minor children, including prescription drugs until such time as they attain their majority.

5. Husband agrees to maintain in full force and effect life insurance coverage with Prudential Insurance Company, being policy number SEE ATTACHED LIST, with the minor children designated as irrevocable beneficiaries thereon until such time as they attain their majority.

6. All right, title and interest which the Husband has in and to the house and lot of the parties located at 608 Saint Cloud Drive, Antioch, Davidson County, Tennessee, shall be divested out of him and

the sole and exclusive ownership in said property shall be vested in Wife in fee simple, absolute ownership, it being her responsibility to pay the balance of mortgage indebtedness thereon. However, Husband is awarded a judgment lien against the aforementioned real property in the amount of $4,250.00, in lieu of his equitable interest therein, said judgment lien to be unenforceable until such time as Wife remarries or when the home is sold, or when the youngest child attains the age of eighteen (18) years, at which time the judgment lien shall be due and payable immediately or within thirty (30) days thereafter.

7. Husband shall be awarded one color television and all his personal belongings, clothing, ornaments of the person, jewelry and wearing apparel and personal artifacts. All other furniture, furnishings and household goods shall be awarded as the exclusive property of the Wife.

8. The 1973 Chevrolet Caprice shall be awarded to Wife and it shall be her responsibility to pay the balance of mortgage indebtedness thereon. The 1976 Chevrolet truck shall be awarded to the Husband and he shall be responsible for paying the balance of mortgage indebtedness thereon.

9. The cemetery lots in Woodlawn will be awarded as the exclusive property of the Wife and she shall be responsible for paying any balance of mortgage indebtedness thereon.

10. Each party shall be allowed to claim one child as a dependent for federal income tax exemption purposes.

11. Husband agrees to pay Wife's solicitor of record a total attorney fee of $300.00, plus all court costs in this case. Said total fee to be due and payable on or before the date of the final hearing in this cause.

Both parties agree to sign any and all deeds, documents, titles or instruments necessary to carry out the full purpose and intent of this agreement. Both parties acknowledge that they have read this agreement in its entirety prior to the signing hereof, and that they have signed same voluntarily.

WITNESS our hands, this 17 day of July, 1978 as to Wife and the 17 day of July, 1978 as to Husband.

WIFE

HUSBAND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARILYN DALE DOWELL MOODY, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 17 day of July, 1978.

NOTARY PUBLIC

My C. E. 2/22/82

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named MILTON HENRY MOODY, JR., who made oath that he executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 17 day of July, 1978.

NOTARY PUBLIC

My C. E. 2-14-79

MINUTES ON THE SIXTEENTH DAY OF AUGUST, 1978

Policy No. D 45791789 on the life of Christin Lynn Moody

Policy No. D 43938704 on the life of Milton Henry Moody, Jr.

Policy No. D 45697735 on the life of Marilyn Dale Moody

Policy No. D 85010493 on the life of Marilyn Dale Moody

Policy No. D 45696843 on the life of Steven Wayne Moody

It is further ORDERED AND ADJUDGED that all of defendant's right, title and interest in and to the real property of the parties, more particularly described as follows:

> Being Lot No. 46 on the Plat of Haywood Hills, Section I, of record in Plat Book 4460, page 156, Register's Office for Davidson County, Tennessee.
>
> Said Lot 46 fronts 65 ft. on the northeasterly margin of St. Cloud Drive and extends back 136 ft. on the northwest line and 138 ft. on the northeast line, to a line in the rear on which it measures 65.03 ft.
>
> Being the same property conveyed to Milton H. Moody, Jr. and wife, Marilyn D. Moody, by deed from A. C. Batson and wife, Barbara Batson, of record in Book 4849, page 926, RODC, Tennessee.

is divested out of him and the sole and exclusive ownership in said real property is vested in the complainant, Marilyn Dale Dowell Moody, in fee simple absolute ownership, it being her responsibility to pay the balance of mortage indebtedness thereon. However, defendant, Milton Henry Moody, Jr., is awarded a judgment lien against said real property in the amount of $4,250.00 in lieu of his equitable interest therein, said judgment lien to be unenforceable until such time as Wife remarries or when the home is sold, or when the youngest child attains the age of eighteen (18) years, whichever is the first event to occur, at which time said judgment lien shall be due and payable immediately or within thirty (30) days thereafter.

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

Robert E Gillam
JUDGE

APPROVED:

Robert L Jacobs
Attorney for Complainant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this pleading has been served upon counsel for all parties at interest in this cause by delivering a true copy of said pleadings to the offices of said counsel or placing a true copy of said pleading in the United States mail addressed to said counsel. This the 15 day of August 1978.

Robert L Jacobs

M I N U T E S, ON THE SIXTEENTH DAY OF AUGUST 1978

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

145B/939

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* Marilyn Dale Dowell Moody *Plaintiff, and* Walter Henry Moody Jr. *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* 17th *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 K. Dyer, *D. C.*

Form #GR-117