10-4-79
113c/2276

VIRGINIA LOUISE KING MOON

VS. FILE NO. 96319

WILBURN RODGERS MOON

IN THE FOURTH CIRCUIT COURT

BOOK 5513 PAGE 669

AT NASHVILLE, TENNESSEE

Map 103-8
Par 23 JS

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on October 1, 1979 before the Honorable Benson Trimble, Judge, holding the Fourth Circuit Court of Davidson County, Tennessee, at Nashville, upon plaintiff's Complaint for Absolute Divorce, personal service of process on the defendant, Answer of defendant, testimony of the plaintiff, statement of counsel for both parties and the entire record; and it appearing to the satisfaction of the Court that the Complaint for Absolute herein has been on file for more than 90 days, the parties hereto being the parents of a minor child; that the defendant was personally served with process; that there are irreconcilable differences between the plaintiff and defendant; that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of their minor child and for the equitable settlement of their property rights; and that the plaintiff should be awarded an Absolute Divorce from the defendant, there being no dispute or denial by defendant that there are irreconcilable differences between the parties; whereupon,

It is accordingly ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting between plaintiff and defendant be, and they are hereby, forever and perpetually dissolved; that the plaintiff, Virginia Louise King Moon, be, and she is hereby, awarded an Absolute Divorce from the defendant, Wilburn Rodgers Moon; and that said plaintiff be, and she is hereby, restored to all the rights and privileges of an unmarried person.

And it appearing as above indicated, that the parties have executed a property settlement agreement making adequate and sufficient provision for the custody and maintenance of their minor child and for the equitable settlement of their property rights; and it further appearing that said property settlement agreement, which is in words and figures as follows:

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October, 1979, by and between Virginia Louise King Moon, hereinafter called "WIFE", and Wilburn Rodgers Moon, hereinafter called "HUSBAND", both of whom are residents of Nashville, Davidson County, Tennessee,

WITNESSETH:

WHEREAS, the parties hereto have been married since September 4, 1960 and have one child, namely, Nathan Lee Moon, who was born on September 20, 1965; and

WHEREAS, certain irreconcilable differences and difficulties have arisen between Wife and Husband and they now live apart from each other without any expectation of resuming their marital relationship; and

WHEREAS, Wife has initiated a divorce action against Husband which has been pending in the Fourth Circuit Court of Davidson County, Tennessee, under File No. 96319; and

WHEREAS, Wife and Husband desire to enter into this agreement, providing for an equitable settlement and a division of their property, child support for the minor child of the parties, alimony in solido for Wife and custody of the minor child, appropriate visitation privileges for Husband, at reasonable times and places; and

WHEREAS, both parties hereto desire to reduce their agreement to writing, with the understanding that the same will be presented for final approval to the Judge of the Fourth Circuit Court at or about the time of the final hearing in said cause;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, it is mutually agreed by and between Wife and Husband as follows:

1. Wife shall have the custody of the minor son of the parties, with the right of Husband to visit said child at reasonable times and places; and Husband shall pay to Wife for the support and maintenance of said minor child, Nathan Lee Moon, the sum of $225.00 per month in two equal installments of $112.50 each, with the first being due and payable on the first Friday of each month and the second on the third Friday of each month; and that said support payments of $225.00 per month in two installments shall commence effective as of October, 1979 and continuing monthly thereafter until further orders of this Court.

2. That they have occupied a residence located at 4022 Murphy Road, Nashville, Tennessee 37209 during their entire marriage. That said property has been in the maiden name of the plaintiff since it was purchased just prior to the marriage of the parties; that Husband desires to be divested of any right, title and interest which he may have in and to said property, which is described as follows:

> "Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of a subdivision of Lots Nos. 9 to 14, inclusive in West End Annex, as of record in Book 547, page 89, Register's Office for said County.
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> Said lot fronts 50 feet on the northerly side of Murphy Road, formerly Minnesota Avenue, and runs back 166.9 feet on the easterly line and 169.4 feet on the westerly line to an alley, measuring 50 feet thereon.
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> Being the same property conveyed to Howard Estes and wife, Velma L. Estes, by deed from Dan C. Hick.. and wife, of record in Book 2908, page 209, said Register's Office
>
> And also the same property conveyed to Virginia Louise King, by Howard Estes and wife, Velma L. Estes, by deed of record in Book 3101, page 373, said Register's Office.
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> Further, Wife agrees to assume any outstanding indebtedness on said property as to which indebtedness plaintiff shall hold said defendant harmless.

3. That the two educational bonds of $500.00 each will be used for the education of the parties' minor son when they mature in approximately four (4) years and in the event said minor son should die before the maturity of the bonds, then the proceeds thereof shall become Wife's sole and separate property as alimony in solido, free from any claim thereon by Husband; however, should the son survive the maturing of said bonds and elect to receive no further education, then the proceeds from said bonds will be used for the use and benefit of said minor son according to his needs with the Wife to have the absolute control over the proceeds of said bonds for such purpose.

4. That Husband and Wife shall own their respective savings accounts, free from any claim on either one by the other party, with no shift in funds comprising said accounts; and Wife shall retain whatever proceeds may be in a certain Commerce Union Bank savings account. That Wife shall have as her sole and separate property in the form of alimony in solido, free from any claim thereon by defendant, the contents, including all household furniture, furnishings, etc. located at 4022 Murphy Road, Nashville, Tennessee except as provided hereinbelow.

5. That Husband shall have all right, title and interest in and to a certain 1976 truck, the "Fifth Wheel" Camper, and a 1973 Honda Motorcycle, free from any claim thereon by Wife, with the responsibility of Husband to assume and pay any indebtedness which may be outstanding on any one of the three (3) foregoing vehicles; and further, Husband shall have possession of, and title to all of his personal tools, weapons, archery equipment, and other sporting goods equipment, his CB Radio equipment, and the contents of the Camper, some of which items may be located in the residence at 4022 Murphy Road, Nashville, Tennessee, all free from any claim thereon by Wife.

6. That Wife shall provide at her own expense medical and hospitalization insurance coverage for herself and her minor son.

7. Husband agrees to release any and all interest which he may have in and to a certain life insurance policy which is owned by his said minor son, Nathan Lee Moon, and further to release or to do what is necessary in having himself deleted as beneficiary on said policy of life insurance.

Wife shall be obligated, if she so desires, to continue at her own expense any policies of life insurance of which she is the owner and she shall have the right to name the beneficiary or beneficiaries of said policies as she so desires and to give away or retain the ownership thereof as she sees fit.

8. That Husband will do all that is reasonably necessary to put in a good state of repair a certain 1974 Pontiac automobile which shall become the sole and separate property of plaintiff, free from any claim thereon by defendant, and Husband further agrees to do any and all acts necessary to obtain repair and maintenance work on said automobile at the lowest possible cost to plaintiff who will be obligated to pay for said repair when it has been arranged by said defendant. The parties agree that the foregoing arrangement will continue so long as plaintiff retains the ownership of said 1974 Pontiac automobile and uses it for her own individual purposes.

That Husband agrees to turn over to plaintiff as her sole and separate property one (1) Skil Saw, one (1) Electric Drill and one (1) Hand Sander and Plaintiff shall become the owner of said items, free from any claim thereon by defendant.

9. That the parties will bear their respective counsel fees and they both jointly and individually agree to do and

perform any and all acts necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day above set forth.

S/ VIRGINIA LOUISE KING MOON
WIFE

WITNESS AS TO WIFE:

S/ TOM H. PROCTOR, JR.

S/ WILLIAM R. MOON
HUSBAND

WITNESS AS TO HUSBAND:

S/ THOMAS C. BINKLEY "

is fair, reasonable and equitable; and that said Agreement should be approved in its entirety and made the judgment of this Court: wherefore,

It is accordingly ORDERED, ADJUDGED and DECREED that the property settlement agreement, executed by the parties and set forth [illegible] in its entirety in the same fashion as if each and every part and element thereof were separately adjudicated and decreed herein.

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest which the defendant, the said Wilburn Rodgers Moon, may have in and to the improved real property which is herein above described in detail, and also described briefly as 4022 Murphy Road, Nashville, Tennessee 37209, be, and the same is hereby, divested out of him and all right, title

and interest in and to said improved real property located a: aforesaid, be, and the same is hereby, vested in fee simple absolute in Virginia Louise King Moon, plaintiff, as her sole and separate property, free from any claim thereon by defendant, but subject to any outstanding encumbrances thereon which shall be assumed by plaintiff and as to which she will hold said defendant harmless.

The defendant will pay the costs of this cause for which, as well as for all other monetary entitlements, execution may issue if necessary.

Enter on this ____ day of October, 1979.

/s/ Benson Trimble
JUDGE

APPROVED FOR ENTRY:

/s/ Tom H. Proctor, Jr.
TOM H. PROCTOR, JR.
ATTORNEY FOR PLAINTIFF

/s/ Thomas C. Binkley
THOMAS C. BINKLEY
ATTORNEY FOR DEFENDANT

FILED
OCT 12 3 22 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
IDENTIF. REFERENCE
F.S.T. 4 4 8

Docket No. 96319 Minute Book 113C Page 2276

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* Virginia Louise King Moon *Plaintiff, and* Wilburn Rodgers Moon *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* October *in the year one thousand nine hundred and* Seventy-Nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, D. C.