OFFICIAL RECORD

127B/110

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

Map 63
Par 174

JOYCE ANN MOOMAW JONES)
Plaintiff)
)
VS.) NO. 82D-1911
)
LLOYD W. JONES, SR.)
Defendant)

FILED
1982 OCT -5 PM 1:32
PAUL L. ROYNER, CLERK
D.C.

DIVORCE DECREE

BOOK 6148 PAGE 471

This cause came on to be heard on this the 27th day of September, 1982 before Judge James Everett, Jr., sitting by interchange, upon the original complaint filed by the plaintiff. Upon the filing of this bill, service of process was waived as the plaintiff and defendant entered into a Property Settlement Agreement which was filed simultaneously with the original complaint. Upon the testimony of the plaintiff, statement of counsel, and upon the entire record in this cause, the Court is of the opinion that the parties have irreconcilable differences and as a result cannot continue to cohabit as husband and wif

The court does affirmatively find that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of children of the marriage and for the equitable settlement of any property rights between the parties.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, JOYCE ANN MOOMAW JONES, be and hereby is granted an absolute divorce from the defendant, LLOYD W. JONES, SR., and restored to all the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED and DECREED that the following Property Settlement and Child Custody Agreement entered into between the parties be incorporated into this Divorce Decree which is as follows:

" PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

This Agreement made and entered into on this the 11th day of June, 1982, by and between JOYCE ANN MOOMAW JONES, hereinafter called the "Wife" and LLOYD WAYNE JONES, SR., hereinafter referred to as "Husband", said parties residing in Davidson County, Tennessee.

10

W I T N E S S E T H:

WHEREAS, the "Wife" is filing a complaint for divorce and has alleged grounds of irreconcilable differences between the parties and WHEREAS there have been four (4) children born of this marriage; namely, JENNIFER LEA ALEXANDER, LLOYD WAYNE JONES, JR., MELISSA JOY JONES and JEFFREY JAY JONES. Only one (1) child, JEFFREY JAY JONES, is a minor.

WHEREAS, the parties now desire to enter into a formal agreement and contract, respecting all their rights and obligations arising out of their marital relationship, including their rights as to their real and personal property, debts and other obligations, child support and child custody.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants, each with the other made, and including the covenants and agreements as provided hereinafter, the receipt of the considerations of which is hereby acknowledged by the parties, it is mutually understood and agreed between the "Wife" and the "Husband" as follows:

(1) That they shall have the right to live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way, directly or indirectly.

(2) The "Wife" shall be responsible for all legal obligations which are made in her name and shall be individually responsible for same.

(3) The "Husband" shall be responsible for all legal obligations which are made in his name and shall be individually responsible for same, not limited to but including medical expenses, American Express account, Cain Sloan and any other outstanding existing accounts.

(4) The "Wife" shall have title to and peaceful possession of the home situated at 653 Hidden Acres Drive, Madison, TN. The "Husband" shall be responsible for and pay the balance due on the first mortgage on said property. The payments are presently a payroll deduction to the "Husband" and said payroll deductions shall continue until said property is paid in full. The "Husband" shall be responsible for and pay the property taxes on the home and the home owner's insurance coverage as same becomes due annually.

(5) The "Husband" shall have the right to the possession of the following described personal property:

One (1) bedroom suite consisting of Mediterrean king size bed, dresser and two (2) end tables; one (1) sofa bed; one (1) Sony 19-inch color television set; one (1) gold recliner lounge chair and one (1) rust-color love seat.

All the rest and remainder of the personal property, household goods and furniture in the home shall remain in the home and become the property of the "Wife".

(6) The "Husband" shall pay to the "Wife" commencing upon the date of the signing of this instrument, the sum of FIFTY AND NO/100 ($50.00) DOLLARS per week as child support for the minor child, JEFFREY JAY JONES, and shall continue to pay said amount each week thereafter until such time as the said child has reached his majority. The custody and control of the minor child shall be vested in the "Wife".

(7) The "Husband" shall continue to maintain and keep in full force and effect all life insurance policies on himself and the said "Wife" shall remain designated as the beneficiary of such policies. "Husband" shall further keep in full force and effect all hospitalization insurance policies which he may have upon the "Wife"and upon all of the children as presently does exist and shall keep same in effect until such time as said insurance company rejected coverage of the parties involved.

(8) The "Husband" shall transfer all right, title and interest in and to a 1982 Chevrolet Cavalier automobile to MELISSA JOY JONES and shall maintain and pay for the balance due on the said automobile.

"Husband" shall further keep in full force and effect all automobile insurance which does presently exist upon the motor vehicles owned and operated by the family and shall continue to make such payments until such time as said insurance company may reject the coverage of said policy.

(9) Each party shall retain all other personal and real property as is owned by each said party and neither of the parties make any claim against the other for any reason or cause whatsoever and each party shall be solely responsible for his or her respective debts made from this date and neither party will contract any indebtedness upon the other.

Each party acknowledges having received a copy of this Agreement and fully understands all of the contents herein and that this Agreement shall become a part of any divorce decree awarded in this cause.

WITNESS our signatures on this the 11th day of June, 1982.

/s/
JOYCE ANN MOOMAW JONES

/s/
LLOYD WAYNE JONES, SR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOYCE ANN MOOMAW JONES, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Madison, Tennessee, the 11th day of June, 1982.

/s/
NOTARY PUBLIC
Commission Expires: 10-20-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, LLOYD WAYNE JONES, SR., the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Madison, Tennessee, this the 14th day of June, 1982.

/s/
NOTARY PUBLIC
Commission Expires: 4-21-85 "

It is further ORDERED, ADJUDGED and DECREED by the Court that all right, title and interest in and to the following described real estate is divested out of the defendant, LLOYD W. JONES, SR., and that all right, title and interest thereto is vested in the plaintiff, JOYCE ANN MOOMAW JONES:

LAND in Davidson County, Tennessee, being Lot No. 1 on the plan of Neely's Bend Acres, Resub of Reserve Parcel "B", Section I, as of record in Book 4885, page 63, Register's Office Davidson County, Tennessee.

SAID Lot No. 1, fronts 165.00 feet on the northerly side of Hidden Acres Drive and extends back 329.09 fee on the westerly line and 329 feet on the easterly line to a dead line measuring 165.0 feet thereon.

BEING the same property as conveyed to Lloyd W. Jones and wife, Joyce A. Jones by warranty deed from Gene E. Tidwell and wife, Bobbie J. Tidwell as of record in Book 5036, page 854, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause be taxed against the defendant for which execution may issue if necessary.

JAMES EVERETT, JR., JUDGE 10-5-82
By Interchange

APPROVED FOR ENTRY:

JAMES H. HILL, Attorney for Plaintiff
310 Gallatin Rd. South
Madison, Tn. (615) 868-2626

CC: Mr. Lloyd W. Jones, Sr.
653 Hidden Acres Drive
Madison, TN. 37115

OFFICIAL RECEIPT

H773811

IDENTIF. REFERENCE

SEP 30 2 10 PM '83

FEE
DAVIDSON COUNTY, TN

BOOK 6148 PAGE 476

Mail
Joyce Jones
653 Hidden Acres
Madison 37115

Docket No. 82D-2911 Minute Book 127A / page 110

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* JOYCE ANN MOOMAW JONES *Plaintiff, and* LLOYD W. JONES, SR. *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* 30 *day of* September *in the year one thousand nine hundred and* eighty-three *and in the* 208 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

CASH 13.00

1837 Form #GR-117