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BOOK 6214 PAGE 839

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JO NELDA ALLISON MOONEYHAM)
)
V.) NO. 83D-1470
)
GRADIN LOVE MOONEYHAM)

FILED
1984 JAN 10 AM 11:01
GEORGE L. HOOKER, CLERK
D.C.

FINAL DECREE

This cause came on to be heard January 9, 1984, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court for Davidson County, Tennessee upon the original complaint of the plaintiff/wife, the testimony of the wife, the property settlement agreement entered into by and between the parties, statement of counsel, and the entire record in this cause, from all of which the Court was of the opinion that the allegations contained in the original complaint were fully sustained, that is that the defendant/husband has been guilty of such cruel and inhuman treatment or conduct towards the wife as renders further cohabitation unsafe and improper.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the wife be, and she is hereby granted an absolute divorce from the husband and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties, and which the Court finds makes a fair and equitable settlement of all property rights existing between them, be, and the same is hereby approved and ordered made a part of this decree by attaching the same hereto.

The real estate described in paragraph 1 of said property settlement agreement, which is awarded to the wife, is described as follows:

Land in Davidson County, Tennessee, being Lot No. 318 on the Plan of Tulip Grove, Section 5, of record in Book 4175, page 71, Register's Office for said County.

Said Lot No. 318 fronts 90.0 feet on the westerly margin of Frankfort Drive and extends back 142.01 feet on the northerly line and 135.0 feet on the southerly line to a dead line in the rear, measuring 90.37 feet thereon.

Being the same property conveyed to Gradin L. Mooneyham and wife, Jo A. Mooneyham by deed from Tucker L. Haynes and Wife, Billie J. Haynes, of record in Book 4588, page 802, Register's Office for Davidson County, Tennessee.

The defendant/husband will pay the costs of this cause for which execution may issue, if necessary.

ENTER this 10th day of January, 1984.

JUDGE

APPROVED FOR ENTRY:

Howard F. Butler
HOWARD F. BUTLER, Attorney for Wife

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to the Hon. Phillip Robinson, Attorney for defendant/husband, 213 Third Ave., No., Nashville, TN 37201, this 9 day of January, 1984.

Howard F. Butler

RUSH

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IDENTIF. REFERENCE

JAN 16 1 35 PM '84

RECEIVED NOV 17 1983

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JO NELDA ALLISON MOONEYHAM	)	BOOK 6214 PAGE 841
	)	
	)	
V.	)	NO. 83D-1470
	)	
	)	
GRADIN LOVE MOONEYHAM	)	

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into this _____ day of _____, 1983, by and between GRADIN LOVE MOONEYHAM, hereinafter referred to as husband and JO NELDA ALLISON MOONEYHAM, hereinafter referred to as wife.

W I T N E S S E T H:

WHEREAS, a Complaint for Divorce has been filed and whereas the parties are desirous of settling their property rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. HOMEPLACE-The wife shall be awarded the party's homeplace located at 520 Frankfort Drive, Hermitage, Tennessee to be hers absolutely and the husband shall be divested of any right, title or interest therein. The wife shall be responsible for the outstanding mortgage payments on said property and will hold the husband harmless thereon.

2. FURNITURE AND FURNISHINGS-The wife shall be awarded all household furniture and furnishings located in the party's home. The husband shall be divested of any right in said property and all right, title and interest shall be solely in the wife.

3. AUTOMOBILES-The wife shall be awarded the 1980 Oldsmobile automobile now in her possession and the husband shall be divested of any interest therein. The husband shall be awarded the 1983 Buick Riviera automobile now in his

possession, and the wife shall be divested of any right, title and interest therein. The husband shall be responsible for the outstanding mortgage owed on said vehicle and the wife shall be held harmless thereon.

4. PERSONAL PROPERTY-The husband shall receive the boat, motor and trailer and the wife shall be divested of any interest therein.

5. DEBTS AND OBLIGATIONS-In addition to the debts listed above, each of the parties shall be responsible for their own personal debts and obligations in existence on the date of this agreement.

6. ATTORNEY'S FEES AND COURT COSTS-Each of the parties shall retain their own personal clothing, jewelry and other similar personal items. Each of the parties shall be responsible for their own attorney's fees. The husband shall pay the Court costs in this cause.

BOTH PARTIES understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court, shall be incorporated into the final decree of divorce should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their

own free will and accord.

GRADIN LOVE MOONEYHAM

Sworn to and subscribed before

me on this ____ day of _____, 1983.

Notary Public

Commission expires: _____

JO NELDA ALLISON MOONEYHAM

Sworn to and subscribed before

me on this ____ day of _____, 1983.

Notary Public

Commission expires: _____

FILED

1984 JAN 10 AM 11:01

GEORGE L. ROOKER, CLERK

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JO NELDA ALLISON MOONEYHAM)
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V.) NO. 83D-1470
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GRADIN LOVE MOONEYHAM)

D.C.

15-4-85KB

BOOK 6214 PAGE 844

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into this _____ day of _____, 1983, by and between GRADIN LOVE MOONEYHAM, hereinafter referred to as husband and JO NELDA ALLISON MOONEYHAM, hereinafter referred to as wife.

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own free will and accord.

Gradin Love Mooneyham
GRADIN LOVE MOONEYHAM

Sworn to and subscribed before
me on this 28th day of November, 1983.

Eugene W. Ward
Notary Public

Commission expires: 1-24-87

Jo Nelda Allison Mooneyham
JO NELDA ALLISON MOONEYHAM

Sworn to and subscribed before
me on this 14th day of December, 1983.

Jalisa B. Howell
Notary Public

Commission expires: 11/1/87

127C:Minute Book 1876: Page 83D-1470

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* ~~transcript~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Jo Nelda Allison Mooneyham *Plaintiff, and* Gradin Love Mooneyham *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* 16th *day of* January *in the year one thousand nine hundred and* eighty-four *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature], *D. C.*

Form #GR-117