33C/165

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

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GEORGE L. SCRAER, CLERK

K. Lankford D.C.

NANCY JOY MOSS 217 Cedarview Drive Antioch, Tennessee 37013, Complainant, vs. LARRY NEEL MOSS 612 Hertsville Rd. Apt. #2 Lebanon, Tennessee 37087 Defendant.	NO. ~~85D-2152~~ 860-551 BOOK 6908 PAGE 613 173-01-0 156.00

FINAL DECREE

This cause came on to be heard on the 3rd day of June, 1986, before the Honorable ~~James Everett~~ Joe P. Binkley, Jr. Judge, on the Complaint for Absolute Divorce filed by the Complainant. Upon hearing the testimony of Complainant, statements of counsel for Complainant, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences;

It is, therefore, ORDERED, ADJUDGED and DECREED that the Complainant, Nancy Joy Moss, be and is hereby awarded an Absolute Divorce from the Defendant, Larry Neel Moss, on the ground of irreconcilable differences, T.C.A 36-4-101(11), and that she be and is hereby restored to all the rights and privileges of an unmarried person.

Pursuant to T.C.A. 36-4-103(b), the Court affirmatively finds that the defendant has been served personally with proper process and that the parties hereto have made adequate and sufficient provision by written agreement for the custody and maintenance of the minor children of the parties and for the equitable settlement of any property rights between the parties. The Court hereby approves the Property Settlement And Custody Agreement and the same is hereby incorporated in words and figures as follows:

PROPERTY SETTLEMENT
AND
CUSTODY AGREEMENT

This Agreement made and entered into on this the _____ day of _____, 1986, by and between NANCY JOY MOSS, hereinafter called the "wife", and LARRY NEEL MOSS, hereinafter called the "husband";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and as a result there is presently pending in the Circuit Court for Davidson County, Tennessee, a suit for Absolute Divorce filed by the wife against the husband, bearing Civil Action No.86D-551; and

WHEREAS, these parties are presently living separate and apart and desire to settle their rights and interests regarding disposition of their real and personal property, their obligations of support and their rights to custody of the minor children of the parties, they have agreed upon the following as evidenced by their signatures hereto, and they contract as follows:

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The parties agree that custody of the minor children shall be vested solely in the wife with visitation rights of the husband to be supervised by the wife or supervised by someone approved by wife. Husband is not to visit with the parties minor children unless such visitation is so supervised. Husband shall be entitled to such supervised visitation at all reasonable times mutually agreeable to the parties upon reasonable notice by husband of his desire to exercise said visitation rights.

The requirement of supervision shall continue with respect to each child until it is the express desire of such child to have unsupervised visitation, husband's psychological counselor and both of the children's psychological councilors agree that such supervision is unnecessary and that it is in the best interest of the minor children to cease the supervision requirement contained herein.

2. From and after the date of the divorce, the husband, for support and maintenance of the two (2) minor children of the parties, shall pay to the Wife the sum of five hundred dollars ($500.00) per month. It is further agreed that each year, on the anniversary of the signing of this agreement, the parties shall review husband's net income for the calendar year. Husband agrees to pay an amount per month equal to the amount paid in the preceding year per month plus 40% of any increase in his net average monthly income over the preceding year. It is stipulated that for the calendar year of 1985, Husband's net income was Fourteen Thousand Five hundred Seventy ($14,570.00) Dollars.

3. The wife shall retain possession and control of the house located at 217 Cedarview Drive, Antioch, Davidson County, Tennessee, for so long as the children are not emancipated. The wife shall be responsible for paying any and all indebtedness, taxes, insurance and maintenance on said house during said period. Upon the youngest child reaching the age of 19 years or graduation from high school with her class, the parties agree that the subject real estate shall be sold and the net proceeds divided between the parties in proportion to their respective payments in

connection with said real property. It is understood and agreed that the payments heretofore made as down payment and subsequent monthly payments toward principal and interest on the indebtedness relative to the house shall be considered to constitute all of the payments made by the parties as of the time of the signing of this agreement and shall be considered to have been made equally by husband and wife. It is further understood and agreed that any payments hereafter made by wife shall be considered to have been made by wife only. Wife shall have the option to purchase the home at a price determined by an appraiser selected by agreement of the parties. If the parties are not able to agree on an appraiser, they shall each select an appraiser at that party's own expense, who shall select a third appraiser whose fee shall be shared equally by both parties. The three appraisers shall then agree on a value which opinion shall be binding on the parties.

Husband shall have the right upon reasonable notice to store his personal property in the basement of the home during the period of time that the house is in both parties' names.

4. The parties acknowledge that they have already divided their household furniture, furnishings, and appliances and each party shall retain the sole and exclusive ownership of said items of personal property in his or her possession at the time of the signing of this Agreement, except as hereinafter provided.

5. Husband is to receive as his sole and exclusive property, his personal belongings and all power tools and wife agrees to give up any claim which she has of whatsoever kind in said property..

6. The wife shall have as her sole and exclusive property, the parties's 1984 Omega automobile, free and clear of husband's interest. The wife shall be responsible for any payments still due on the purchase price of said automobile as well as any other related expenses, including, but not limited to insurance premiums in regard to said vehicle.

7. The husband shall be the sole owner of the parties' 1979 Chevette automobile free and clear of wife's interest. The husband shall be responsible for any payments still due on the purchase price of said automobile as well as any other related expenses, including, but not limited to insurance premiums in regard to said vehicle.

8. The husband shall be solely responsible for repaying the debts owed to the following creditors on the date of the execution of this Agreement by the parties: (a)Baptist Hospital; (b)Goodyear; (c) Dr. Thompson; (d) Auto Club; (e) his dentist; and (f) Mastercard.

9. Except as otherwise provided herein, each party agrees to be responsible for any debts or liabilities in his or her name individually and hold the other harmless for said obligation from and after the date of this Agreement, including any obligations assumed by either party under the terms of this Agreement and will indemnify the other fully, including any interest and legal expenses incurred. It is understood and agreed between the parties that from and after the date of the execution of this Agreement, neither will contract any indebtedness upon the credit of the other and neither shall be compelled to pay any future debt of the other and the party for whose benefit such payments are made will indemnify the other to the full extent of the amounts paid including any interest and legal expenses incurred, if any.

10. Both parties hereby waive any and all further claims for alimony against the other.

11. Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither party shall molest, harass or abuse the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

12. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, and submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

13. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is a division of property by co-owners.

14. Each party represents and warrants that he or she has made a full disclosure to the other of all their assets and liabilities. Each party acknowledges that the failure to disclose any assets or liabilities would be considered a breach of this Agreement and would subject this Agreement to being reopened at a later time by the Court.

15. It is understood and agreed between the parties as part of the consideration for the execution of this Agreement that each party will willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

16. It is further agreed that the parties will each pay one half of the reasonable attorney fees of wife's attorney, Culwell E. Ward.

17. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property. This Agreement applies to all property now owned by the wife and the husband individually or jointly, or any part that either of them may acquire in the future.

18. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions of this Agreement and their legal effects are fully known by each of the parties and each party acknowledges that it is fair and equitable and it is being entered into voluntarily and with advice from counsel or the volitional choice not to employ counsel, it having been recommended to husband that he consult council before signing this agreement.

19. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

20. In the event that any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions to that extent being severable.

21. Both parties further acknowledge that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein. If approved by the Court, then this Agreement will be incorporated into any final decree of divorce which shall be rendered by the Court. However, in the event that no divorce is granted to either party in this matter or the Court fails to approve this Agreement, then this Agreement is of no force and effect.

IN WITNESS WHEREOF, the parties, after first having read this instrument and familiarized themselves with its contents and its meaning, have signed and executed this Agreement on the date first above written.

IDENTIFICATION REFERENCE

JUL 3 3 27 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

17468

/s/
NANCY JOY MOSS

/s/
LARRY NEEL MOSS

It is further ORDERED, ADJUDGED and DECREED that all provisions of said Property Settlement And Custody Agreement are hereby approved and made the judgment of the Court.

It is further ORDERED, ADJUDGED and DECREED that the payments for the support and maintenance of the minor children shall not be reduced or prorated, except upon further order of this court.

The final costs of this cause shall be paid by the Defendant, for which execution may issue, if necessary.

ENTER, this 3 day of June, 1986.

JAMES R. EVERETT, III, JUDGE

SUBMITTED FOR ENTRY

Culwell E. Ward
Attorney for Complainant
WARD, DERRYBERRY & THOMPSON
Suite 1720, Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
615/244-0554

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to the defendant, Larry Neel Moss, 612 Hartsville Road, Apt.#2, Lebanon, Tennessee 37087, on this the 3rd day of June, 1986.

Culwell E. Ward

BOOK 6908 PAGE 618

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Probate *Circuit Court for Davidson County, Tennessee, on the* third *day of* June, *19* 86, *in Case Number* 86D-551 *between* Nancy Joe Moss *Plaintiff, and* Larry Neel Moss *Defendant, as same remains of record in Book* 33C, *Page* 1655 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 3rd *day of* July *in the year one thousand nine hundred and* eighty-six *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By H. Keyser *D.C.*

Form #GR-117