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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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1986 SEP 19 PM 3:56
GEORGE L. HOOKER, CLERK
K. Langford D.C.

CYNTHIA MARIE JONES MOONEYHAM

VS. NO. 86D-155

JIMMY E. MOONEYHAM

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FINAL DECREE OF DIVORCE

This cause came on to be heard on the 19th day of September, 1986, before the Honorable Muriel Robinson, Judge, upon the original Complaint for Absolute Divorce filed by Mrs. Mooneyham, submission to the Court of a written Property Settlement Agreement signed by both parties, testimony of Mrs. Mooneyham, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is, therefore,

ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Cynthia Mooneyham, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court, that the Property Settlement Agreement submitted to the Court and heretofore signed by the parties is affirmatively found to make adequate and sufficient provision for the equitable division of the properties of the parties, and said Agreement is hereby approved by the Court and copied verbatim as follows:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by CYNTHIA MARIE JONED MOONEYHAM, hereinafter referred to as "Wife", against JIMMY E. MOONEYHAM, hereinafter referred to as "Husband", under Docket No. 86D-155, and

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

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

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

(1) CONSIDERATION: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) NO INTERFERENCE: 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 shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) TAX EXEMPT STATUS: 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 an equal division of property by co-owners.

(4) TRIAL: Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

(5) REAL PROPERTY: All right, title and interest which Husband has in and to the property located at 1235 Westchester Drive, Nashville, Davidson County, Tennessee, shall be divested from him and vested solely in Wife, in fee simple estate. Wife further agrees to assume the outstanding mortgage indebtedness owing on said property and to hold Husband harmless thereon.

(6) AUTOMOBILES: All right, title and interest which Husband has in and to the 1982 Chevette automobile shall be divested from him and vested solely in Wife. All right, title and interest which Wife has in and to the 1982 GMC truck shall be divested from her and vested solely in Husband.

(7) HOUSEHOLD FURNITURE & FURNISHINGS: The parties agree that all right, title and interest which Husband has in and to the parties' household furniture, furnishings and accessories shall be divested from him and vested in Wife, in fee simple absolute ownership.

(8) TRAVEL TRAILER: All right, title and interest which Wife has in and to the travel trailer shall be divested from her and vested solely in Husband, in fee simple absolute ownership.

(9) ALIMONY IN FUTURO: Husband agrees to pay Wife the sum of Six Hundred Dollars ($600.00) per month for a period of five years, beginning September 1, 1986, and continuing until August 1, 1991, said payments to be due and payable on the 1st day of each month. Thereafter, Husband agrees to pay Wife the sum of $200.00 per month until her death or remarriage.

(10) ATTORNEY FEES & COURT COSTS: Each party is to be responsible for paying his or her own attorney's fees. Husband shall pay the final Court costs.

(11) DEBTS: Husband agrees to pay all joint debts of the parties and he shall hold Wife harmless and indemnify her from any responsibility thereon.

(12) ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. the division of property is set forth elsewhere in the Property Settlement Agreement.

(13) FAIRNESS OF AGREEMENT: Wife acknowledges that the provisions of this agreement for her support and maintenance are fair, adequate and satisfactory to her and the minor children and in the keeping with her accustomed standard of living and her reasonable requirements.

(14) VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and each party acknowledges that the Agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

(15) ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

(16) ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents 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 25th day of Aug, 1986, as to the Wife, and the 8th day of Sept., 1986, as to the Husband.

Cynthia Marie Jones Mooneyham
CYNTHIA MARIE JONES MOONEYHAM

Jimmy E. Mooneyham
JIMMY E. MOONEYHAM

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CYNTHIA MARIE JONES MOONEYHAM, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 25th day of August, 1986.

Donna L. Tyler
NOTARY PUBLIC

My Commission Expires: 1-10-89

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 JIMMY E. MOONEYHAM, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 8th day of September, 1986.

Lois D. Terreri
NOTARY PUBLIC

My Commission Expires: 1-31-90

LOIS D. TERRERI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 31, 1990

Addresses of the parties:

Jimmy E. Mooneyham
Moss Mill Lake Campground
Lot A13
Pamoma, New Jersey 08240

Cynthia Mooneyham
1235 Westchester Drive
Madison, Tennessee 37115

It is further **ORDERED AND ADJUDGED** that the costs of this cause are taxed against the Defendant/Husband, for all of which execution may issue if necessary.

Enter this 19th day of September, 1986.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

JACKSON, TANNER & REYNOLDS

BY: ROBERT L. JACKSON
SOLICITOR FOR MRS. MOONEYHAM
216 Third Avenue, North
Nashville, Tennessee 37201
615/256-2694

BY: LAURA Y. GOODALL
SOLICITOR FOR MRS. MOONEYHAM

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Decree has been furnished to John Thrower, Attorney for Defendant, 1916 Parkway Towers, Nashville, Tennessee 37219, this 19th day of September, 1986.

ROBERT L. JACKSON

93630

IDENTIFICATION REFERENCE

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Mail
Cynthia Mooneyham
1235 West Chestnut
Apt
Lawrenceburg, Tenn.

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* Fourth *Circuit Court for Davidson County, Tennessee, on the* Nineteenth *day of* September, *19* 86, *in Case Number* 86D-155 *between* Cynthia Marie Jones Mooneyham *Plaintiff, and* Jimmy E. Mooneyham *Defendant, as same remains of record in Book* 156A, *Page* 169 *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* 2nd *day of* March *in the year one thousand nine hundred and* Eighty-Seven *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By [signature] *D.C*

Form #GR-117