IN THE CIRCUIT COURT OF SUMNER COUNTY, TENNESSEE

File

2-16 87 BOOK 7468 PAGE 787

BEVERLY ANN MOORE)
)
-vs-) COUNTY NO. 3975-C
)
KENNETH DALE MOORE, SR.)

STATE OF TENNESSEE
I, Clerk, do hereby certify that the foregoing is a true copy of the Final Decree on file or record in Moore vs Moore
19 day of May 88
Barbara Hughes
BARBARA HUGHES, CIRCUIT COURT CLERK

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 16th day of February, 1987, before the Honorable Thomas Boyers, IV, Judge for the Circuit Court of Sumner County, Tennessee, upon the original Complaint filed by Wife, Beverly Ann Moore, upon testimony of Wife heard in open court, statement of counsel and the Property Settlement Child Custody Child Support Agreement between the parties, and the entire record, from all of which the Court is of the opinion and finds that the parties are experiencing irreconcilable differences and that Wife should be awarded an absolute divorce.

It is, therefore, ORDERED, ADJUDGED and DECREED that Beverly Ann Moore. be and she is hereby awarded an absolute divorce from Kenneth Dale Moore, Sr. and restored to all the rights and privileges of an unmarried person.

The Court is of the opinion and further finds that the parties have entered into a written Property Settlement Child Custody Child Support Agreement and affirmatively finds that the parties have made adequate and sufficient provision by written agreement for division and distribution of marital property and support for the minor child of the parties. Unless specifically ordered by this Court such child support shall not be reduced or prorated. The current addreses of the parties herein are as follows: Beverly Ann Moore, 113 Orchard Valley Circle, Hendersonville, Tennessee 37075; Kenneth Dale Moore, Sr., 3806 Katherine Street, Nashville, Tennessee 37216. Said Agreement is approved and incorporated and made a part of this Order in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this the 2 day of February, 1987, by and between BEVERLY ANN MOORE, hereinafter referred to as "Wife," and KENNETH DALE MOORE, SR., hereinafter referred to as "Husband;"

W I T N E S S E T H:

WHEREAS, Husband and Wife are experiencing serious marital difficulties and are living separate and apart from each other; and,

WHEREAS, there has been filed a divorce action between said parties in the Circuit Court of Sumner County, Tennessee, under docket number 3975-C.

WHEREAS, the parties hereto desire to settle all questions of property rights and child custody between them, not in collusion, but fully aware that said Agreement is made sub ect to the approval of the Court.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and undertakings, hereinafter more fully set forth, and for other good and valuable consideration, the parties agree as follows:

1. It is understood and agreed between the parties that Wife shall have custody of the parties minor children, Tara Yuland Moore and Kennette Diane Moore, with Husband having reasonable visitation.

2. It is understood and agreed between Husband and Wife that Husband shall pay directly to Wife, as child support, the sum of $700 per month, for the support and maintenance of the minor children.

3. It is understood and agreed between Husband and Wife that all right, title and interest that Husband may have in and to the house and lot located at 113 Orchard Valley Circle, Hendersonville, Sumner County, be divested from Husband and vested soley in Wife and Wife will hold Husband harmless therefrom for any indebtedness on said house and lot.

4. It is further understood and agreed between Husband and Wife that all right, title and interest that Wife may have in and to two (2) houses and lots located at 3803 Katherine Street and 3806 Katherine Street, Nashville, Davidson County, Tennessee, be divested from Wife and vested solely in Husband and Husband will hold Wife harmless therefor for any indebtedness on said houses and lots.

5. It is agreed between the parties that all right, title and interest that Husband may have in and to the 1975 Pontiac Firebird automobile and a 1985 Lincoln Town automobile be divested from Husband and vested solely in Wife, and Wife will hold Husband harmless for any indebtedness thereon.

6. It is agreed between the parties that all right, title and interest that Wife may have in and to a 1977 Buick Electra, 1977 Chevrolet El Camino, 1985 Chrysler New Yorker and a 1982 Chevrolet Corvette be divested from Wife and vested solely in Husband, and Husband will hold Wife harmless for any indebtedness thereon.

7. It is agreed between Husband and Wife that each shall maintain and be responsible for their own insurance coverage and premiums for their respective automobiles as well as all maintenance therefor.

8. It is understood and agreed that all household furniture and furnishings located in the home located at 113

Orchard Valley Circle, Hendersonville, Tennessee, shall be vested solely in Wife with Wife being responsible for any indebtedness thereon.

9. It is agreed between Husband and Wife that Wife shall have as her sole and separate property all monies presently held in a joint savings account located at Nashville City Bank, Hendersonville, Tennessee.

10. It is agreed that Husband will be solely responsible for any and all outstanding open accounts owed by the parties, and will hold Wife harmless therefrom.

11. Husband and Wife individually shall be solely responsible for any debts or liabilities each may incur after the execution of this Agreement.

12. It is understood and agreed between the parties that Husband and Wife shall each be responsible for one-half (1/2) of all court costs and attorney's fees arising out of this action.

13. This Agreement shall take effect immediately upon the signing of the same by the parties.

14. This Agreement shall be governed by the laws of the State of Tennessee.

15. This Agreement contains the entire Agreement between the parties and that there are no misunderstandings, either expressed or implied not specifically contained herein; that neither party shall have the right to bring a civil action against the other growing out of the marital relationship if the same is not specifically provided for in this Agreement.

16. Each party shall at all times and from time to time hereinafter, take any and all steps to execute, acknowledge or deliver to the other party any all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

17. It is understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation for any reason not herein stated. The provisions of this Agreement and their legal effect have been fully explained to each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

18. The parties agree that this Agreement shall be adopted as part of the Final Decree of Divorce, and all of the terms and provisions of this Agreement are subject to the approval of the Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

Beverly Ann Moore
BEVERLY ANN MOORE "Wife"

Kenneth Dale Moore Sr.
KENNETH DALE MOORE, SR. "Husband"

STATE OF TENNESSEE

COUNTY OF Sevier

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within

named BEVERLY ANN MOORE, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee, this 8 day of January, ~~1986.~~ 1987

Sheila Banning
NOTARY PUBLIC

My Commission Expires: 7-17-1990

STATE OF TENNESSEE
COUNTY OF Sumner

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named KENNETH DALE MOORE, SR., with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Hendersonville, Tennessee, this 8 day of January ~~1986.~~ 1987

Sheila Banning
NOTARY PUBLIC

My Commission Expires: 7-17-1990

It is, further, ORDERED, ADJUDGED and DECREED that the costs of this cause be and the same hereby are assessed one-half to Wife, Beverly Ann Moore and one-half to Husband, Kenneth Dale, Moore, Sr., for which execution may issue, if necessary. Defendant to pay $500.00 to plaintiffs attorney of record for unlitigated malpractice

ENTERED this the 16 day of February, 1987.

THOMAS BOYERS, IV, JUDGE

APPROVED FOR ENTRY:

JAMES R. OMER
Attorney for Wife
Suite 200
430 Third Avenue, North
Nashville, TN 37201

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CERTIFICATE OF SERVICE

This is to certify that an exact copy of the foregoing Final Decree has been mailed to Husband, Kenneth Dale Moore, Sr., 3806 Katherine Street, Nashville, TN 37216, on this the 12 day of February, 1987.

JAMES R. OMER

04653

IDENTIFICATION REFERENCE

FEB 12 1 59 PM '88

DAVIDSON COUNTY, TN