III-5 JRR/aw 4/5/88

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PEGGY A. MOORE

vs. No. 87D-1105

HAROLD DEAN MOORE

BOOK 7607 PAGE 868

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 5th day of April 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce filed by Peggy A. Moore against Harold Dean Moore; personal service of process had upon the Defendant, Harold Dean Moore; Answer filed by the Defendant, Harold Dean Moore, and subsequent agreement by the parties that this matter be tried on the uncontested docket, as evidenced by statement of parties' respective counsel hereto; a written, notarized Marital Dissolution Agreement tendered to the Court; testimony of the Complainant, Peggy A. Moore, adduced in open Court; statement of counsel; and the entire record in this cause.

From all of which the Court finds that the parties have suffered irreconcilable differences, pursuant to Section 36-4-103, et seq., Tennessee Code Annotated, and that Peggy A. Moore should be awarded an absolute divorce from Harold Dean Moore.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby and forever perpetually dissolved, and the Complainant, Peggy A. Moore, be and she is hereby granted an absolute divorce from the Defendant, Harold Dean Moore, and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and that the Marital Dissolution Agreement heretofore entered into between the parties and tendered to the Court for approval is hereby approved in all respects and made a part of this Final Decree, by inclusion, as follows:

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT is entered into on the day and dates hereinafter stated, by and between **PEGGY A. MOORE**, hereinafter referred to as the "Wife," and **HAROLD DEAN MOORE**, hereinafter referred to as the "Husband," subject to the following premises and terms and conditions:

W I T N E S S E T H: That

WHEREAS, the Wife has filed a Complaint for Absolute Divorce against the Husband in the Fourth Circuit Court for Davidson County, Tennessee, Docket No. 87D-1105; and

WHEREAS, the Husband has filed an Answer to the Complaint for Absolute Divorce filed by the Wife; and

WHEREAS, the parties have suffered certain irreconcilable differences in their marriage, resulting in their marriage becoming irretrievably broken, with no apparent possibility of reconciliation and the parties intend to live apart the rest of their lives; and

WHEREAS, the parties desire to enter into this Marital Dissolution Agreement, not out of levity or collusion, but to amicably settle their differences with respect to all property rights and to enter into a contract for the settlement of such rights and obligations to avoid unnecessary litigation and the attendant emotional stress and expenses which would accompany the same, not only for the present, but for the future, it being the intention that such contract will be affected with respect to all of their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties; and

WHEREAS, both parties are aware of their possessions and obligations one to the other; and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated Court action and have been advised by counsel; and

WHEREAS, the parties intend to tender this Marital Dissolution Agreement to the Court for approval in the event a divorce is granted in this cause.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

I. CHILD CUSTODY.

1.1. Child Custody. The parties are the parents of three (3) minor children, namely: **SHANNON GAIL**, born 24 April 1975, **JOHN PHILIP**, born 3 February 1982, and **ADAM GLEN**, born 8 February 1984. The parties hereto agree that both are the fit and proper persons to have the care, custody, and control of the minor children of the parties, and the parties shall be jointly vested with custody of the minor children, but that the best interests of the minor children require that the Husband shall be vested with primary care, custody, and control of the minor child, **SHANNON GAIL**; and that the Wife shall be vested with primary physical care, custody and control of the minor children, **JOHN PHILIP** and **ADAM GLEN**, subject to the other's rights of visitation and sharing said custody as hereinafter contained.

1.2. Visitation. The parties shall have reasonable visitation privileges at all times and places as agreed upon.

1.3. General Welfare. It is further agreed between the parties that they will always conduct themselves in such manner as to be conducive to the welfare and best interests of the minor children. The parties shall confer with each other on all important matters pertaining to the children's health, welfare, education and upbringing, with a view to arriving at a harmonious policy to promote the children's best interests. The parties shall promptly notify each other in the case of the minor children's serious illness while in her or his physical custody.

II. CHILD SUPPORT.

2.1. Child Support. Husband shall pay directly to the Wife the sum of SEVENTY FIVE ($75.00) DOLLARS per week for the support and maintenance of the two (2) minor children in her physical care, custody and control. The Husband further acknowledges that he has the present financial ability to provide for the support and maintenance of the minor child in his physical care, custody and control without contribution from the Wife.

2.2. Voluntary Payments. Any payments voluntarily made by either party for the children or to the children directly at any time for the support and education of the children shall not create any precedent for the future. Such payments shall not be construed as proof or indication of either party's ability to make payments, nor the other party's need therefor, and, accordingly, shall not be used in any proceedings for evidentiary purposes or otherwise.

2.3 Health Insurance. For so long as Husband pays support under this Agreement or any Court Order, Wife agrees to maintain and provide health insurance coverage on the minor children as available through her employer. The parties further agree to cooperate in the provision of medical care and to execute any and all necessary forms and documents incidental to such care, including application(s) for hospitalization or surgical insurance benefits.

2.4. Additional Medical and Dental Bills. The parties agree that each shall be responsible for one-half (1/2) of all medical and doctors' bills, dentist bills, hospital bills, bills for prescription medicines, and any and all other bills for the medical care of their children.

2.5. Life Insurance. For so long as Husband pays support under this Agreement or any Court Order, Husband agrees to maintain in full force and effect a policy of insurance on his life in the amount of $25,000.00, payable to the minor children as beneficiaries.

2.6. Federal Dependency Exemption. The parties shall be entitled to claim the Federal Income Tax dependency exemption for each child in his or her physical care, custody and control.

III. REAL PROPERTY.

3.1. Residence. The parties acknowledge that they are the owners, as tenants by the entireties, of certain real property located at and known as 648 Vernon Avenue, Nashville, Davidson County, Tennessee, as evidenced by Deed of record in Book ____, page _____, Register's Office for Davidson County, Tennessee. The Husband shall be vested with all right, title and interest in and to said property; and Wife's interest shall be divested from her and vested in favor of Husband. Husband shall assume the outstanding first mortgage indebtedness on the same, as evidenced by Deed of Trust of record in Book _____, page _____, Register's Office for Davidson County, Tennessee, and the real property taxes and insurance assessed against the same, and shall indemnify and hold Wife harmless of the same. Husband shall be entitled to all tax deductions for interest expense and pre-paid taxes during his possession thereof.

3.2. Lien. In consideration of vesting the real property in favor of Husband, Wife shall be awarded a lien impressed against the real property for her equity interest therein. Said lien shall be computed as and be equal to thirty (30%) percent of the net proceeds upon the sale of the real property, with net proceeds to be defined to mean the proceeds from the sale of the real property after the deduction of the usual costs of sale and the first mortgage indebtedness against the same. At the time of sale, Husband shall be allowed the following credits against Wife's lien retained herein:

(a) Reduction in the principal balance upon the first mortgage Deed of Trust from 1 November 1986; and

(b) Expenditures for capital improvements on said property.

The parties further agree that Husband shall not be required to sell said real property, but the real property shall be sold at Husband's sole discretion. Wife hereby waives any legal or equitable action she may have to cause said real property to be sold to pay her lien retained herein.

3.3. Utilities. Husband shall further assume and pay all utilities servicing the parties' former residence whether said utilities are in the name of the Husband or Wife.

IV. PERSONAL PROPERTY.

4.1. Personal Belongings. The parties shall each be awarded his or her own wearing apparel, jewelry and other personal belongings.

4.2. Household Furniture. The parties shall each be awarded the articles of household furniture and furnishings presently in her or his possession, and shall assume any and all outstanding indebtedness(es) against the same and shall indemnify and hold the other party harmless of the same.

4.3. Retirement Plan, Etc. Each party shall be awarded her/his own pension benefits, profit-sharing plan, retirement plan, and other plans available to him and vested in her or him through her or his employer, free from any claim of the other.

4.4. Bank Accounts. The Wife hereby relinquishes any claim she may have in and to the proceeds of Husband's individual checking and/or savings and/or credit union accounts and acknowledges that the same are the sole and separate property of the Husband. The Husband, likewise, hereby relinquishes any claim he may have in and to the proceeds of the Wife's individual checking and/or savings and/or credit union accounts, and acknowledges that the same are the sole and separate property of the Wife.

4.5. Automobiles. The Wife shall be awarded her 1986 Chevrolet Camaro automobile, shall assume the outstanding indebtedness on the same and shall save, indemnify and hold the Husband harmless of the same. Both parties further agree to execute any and all titles to said automobiles conveying all of his or her right, title and interest in and to said automobiles,

and to return any set of keys to said automobiles in his or her possession. The parties further hereby recognize that each shall be responsible for securing such bodily injury, liability and property damage insurance on the vehicle(s) awarded to her or him, and that neither party shall have any responsibility to the other party for obtaining such insurance.

4.6. Specific Debts. Husband shall assume, indemnify and hold the Wife harmless from the following specific debts of the parties, to wit: Commerce Union Bank loan, Associates account, MasterCard account, and the outstanding medical bills for Adam Glen Moore.

Wife shall assume, indemnify and hold the Husband harmless from the following specific debts of the parties, to wit: First Tennessee Bank loan and Ray Batts furniture account.

4.7. Other Debts. The parties further agree that she/he shall be solely responsible for the payment of all outstanding individual debts incurred by her or him prior to the date of the execution of this Agreement, except as otherwise set forth herein, and that each shall hold the other harmless from any liability for such individual debts. It is further understood and agreed between the parties that, from the date of the execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made shall indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

4.8. 1987 Income Tax Return. The parties acknowledge that they shall file their 1987 Income Tax Returns, Married - Filing Separately. As for prior years, the parties agree to share any deficiency or refund in the proportion of gross income reported by each to the combined gross income for the particular tax year.

V. ADDITIONAL CONSIDERATIONS.

5.1. Acceptance by the Parties. With respect to each party's responsibility for the payment of certain debts and liabilities and her or his 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 523(5) of the Bankruptcy Act, this obligation being part of the financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

5.2. Confidentiality. The parties agree to keep confidential any actual, purported or potential grounds for divorce that either may have against the other and not to use such matters against the other hereto in any manner whatsoever or for any purpose whatsoever.

VI. MISCELLANEOUS.

6.1. Divorce. The Wife shall proceed with obtaining an absolute divorce from the Husband upon the grounds of Irreconcilable Differences.

6.2. Attorney's Fees. Each party shall be responsible for paying his/her own attorneys.

6.3. Court Costs. The Husband shall pay the final costs of this cause.

6.4. 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 of property, but is an equal division of property by co-owner.

6.5. Entire Agreement. It is understood and agreed between the parties hereto that this Agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge from all of the claims arising out of their marital relationship and that each hereby remises, waives, releases and forever discharges the other from any and all claims

arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction of the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to act as administrator or executor of the other's estate; and this agreement applies to all property now owned by the Husband and Wife or any property either of them may acquire in the future.

6.6. Future Considerations. The parties further agree to sign and all instruments, documents, titles, covenants, tax waivers or deeds necessary to carry out the full intent and purposes of this Agreement. Furthermore, the parties acknowledge that they shall continue to live separate and apart for the rest of their lives and shall be free from interference, authority and control, direct or indirect, by the other as fully as if sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, engage in employment, business or profession, which he or she may deem advisable.

6.7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto, their personal representatives, heirs, assigns and successors in interest.

6.8. Arm's Length Transaction. The parties acknowledge that they have jointly entered into this Marital Dissolution Agreement, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against either party.

6.9. The parties acknowledge that they have read this instrument in its entirety and have signed this instrument and that this instrument is entered into freely, knowledgeably, in

good faith and without exertion or duress or undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and the legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

6.10. No waiver of any breach or default hereunder or misrepresentation contained herein shall be implied from any omission of the non-defaulting party to take any action on account of such misrepresentation, breach, or default.

6.11. The parties shall promptly notify each other in writing of all matters which may give rise to a right of indemnification hereunder, and the indemnifying party shall have the right to settle and, at his/her own expense, to defend through counsel of his/her own choosing, any action which may be brought in connection therewith. In the event that the indemnifying party fails or refuses to contest any claim which may give rise to a right of indemnification hereunder, the other party may contest or settle such claim, which action shall not constitute a waiver of their rights hereunder.

6.12. Submission to Court. The parties acknowledge that this Marital Dissolution Agreement, subject to Court approval, shall be incorporated in and be made a part of any Decree of Divorce as may be entered hereafter.

Executed on this 5th day of April 1988, by the Wife, and on this 5th day of April 1988, by the Husband.

Peggy A. Moore
PEGGY A. MOORE - Wife

Harold Dean Moore
HAROLD DEAN MOORE - Husband

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 **PEGGY A. MOORE**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of April 1988.

Notary Public

My commission expires 17 July 1988

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 **HAROLD DEAN MOORE**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of April 1988.

Notary Public

My commission expires 17 July 1989

It is further ORDERED, ADJUDGED and DECREED that all right, title and interest the Complainant, Peggy A. Moore, has in and to certain real property located at and known as 648 Vernon Avenue, Nashville, Davidson County, Tennessee, Field Book No. 8DA-24258, Map 91-5, Parcel 249, be, and the same is hereby, divested out of her and vested in Defendant, Harold Dean Moore, solely, said real property being more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Terrell Subdivision, of record in Book 5800, page 24, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Harold D. Moore and wife, Peggy Ann Moore, by Deed from Miller D. Hand and wife, Patricia A. Hand, of record in Book 6732, page 285, Register's Office for Davidson County, Tennessee.
>
> NOTE: Harold D. Moore and Harold Dean Moore is one and the same person.
>
> NOTE: Peggy A. Moore and Peggy Ann Moore is one and the same person.

It is further ORDERED, ADJUDGED and DECREED that Peggy A. Moore be and she is hereby awarded a lien against said real property equal to thirty (30%) percent of the net proceeds upon the sale of the real property, subject to certain credits as more particularly related in Paragraph 3.2 of the Martial Dissolution Agreement included herein.

It is further ORDERED, ADJUDGED and DECREED that the child support payments set forth in the Marital Dissolution Agreement included herein shall not be reduced or prorated pending further Order of the Court.

The current addresses of the parties are as follows:

Complainant, Peggy A. Moore, 826 Kinsington Drive, Nashville, Tennessee.

Defendant, Harold Dean Moore, 648 Vernon Avenue, Nashville, Tennessee 37209.

The costs of this cause are assessed against the Defendant, Harold Dean Moore, for which let execution issue, if necessary.

52 1 49
JUL 22 4 04 PM '88
RUSH

Enter this 7th day of April 1988.

JUDGE

Approved for Entry:

JOHN R. REYNOLDS (#2522)
Attorney for Harold Dean Moore
216 Third Avenue, North
P. O. Box 2512
Nashville TN 37219-0512
Tel: (615) 256-2694

0361 07/22 0101 03CHECK 39.00

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Final Decree of Divorce has been furnished to Ms. Vicky V. Klein, Attorney for Peggy A. Moore, Kitch, Deas & Klein, 405 Two Mile Pike, Goodlettsville TN 37072.

This 5th day of April 1988.

John R. Reynolds

cc: Mr. Harold Dean Moore

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* Seventh *day of* April, *19* 88, *in Case Number* 87D-1105 *between* Peggy A. Moore *Plaintiff, and* Harold Dean Moore *Defendant, as same remains of record in Book* 1680, *Page* 2135 *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* Eleventh *day of* July *in the year one thousand nine hundred and* Eighty-eight *and in the* 213th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By L. Wyatt *D.C.*

Form #GR-117