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GEORGE L. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE,
AT NASHVILLE

148-14-210 ML

ELIZABETH FAYE MOORE

Plaintiff

BOOK 8111 PAGE 591

v. Case No. 87D-4085

JAMES TOLBERT MOORE

Defendant

2689 05/17 0101 03CHECK 21.00

FINAL DECREE

This cause came on to be heard on the 14th day of July, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce and testimony of the Wife in open Court, statement of Counsel and the entire record, from all of which it appears that the parties have differences which are irreconcilable and that the Wife should be granted a divorce on those grounds.

It further appears to the Court that the parties entered into a written Marital Dissolution Agreement, which is as follows:

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT is entered into on the day and dates hereinafter stated, by and between ELIZABETH FAYE MOORE, hereinafter referred to as "Wife", and JAMES TOLBERT MOORE, hereinafter referred to as "Husband", subject to the following premises and terms and conditions:

W I T N E S S E T H;

27148

IDENTIFICATION

MAY 17 3 57 PM '90

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

WHEREAS, Husband and wife have experienced marital difficulties and a divorce action has been filed in the Circuit Court for Davidson County, Tennessee, under Docket No. 87D-4085(4); and,

WHEREAS, Husband and Wife are by this Agreement settling their differences with respect to all custody, alimony, support and visitation matters, all property rights and all rights and obligations arising out of the marital relationship, subject to any Court approval that may be required; and,

NOW, THEREFORE, the parties for and in consideration of the mutual promises contained in this Agreement and in consideration of the acts to be performed by the parties, contract and agree as follows:

1. Wife will proceed to obtain a divorce on the grounds of irreconcilable differences as quickly as possible and allowable by law after execution of this document.

2. Wife shall be granted the sole care, custody and control of the parties three minor children, Jeremiah James, Samuel Allen and Jennifer Hannah. Husband shall have reasonable visitation rights with said minor children.

3. The Husband shall pay directly to the Wife the sum of $300.00 per month as child support, said sum to be paid on the 30th day of each month. Said child support payments are to be made until the youngest child attains the age of eighteen (18) years, unless the child is still in high school then the payments shall be made until the child graduates from high school or the class of which the child is a member graduates, if the child does not graduate with the class. Child support will not be reduced or pro-rated unless specifically ordered by this Court.

4. Commencing January 1, 1989, husband shall provide and maintain medical, hospitalization and dental insurance for the benefit of the children with each party to pay one-half of the costs not covered by said insurance.

5. Wife shall receive as her sole and separate property the residence of the parties at 125 Colemont Drive, Antioch,

Tennessee. Husband agrees to Quit Claim tothe wife his interest in said property. Wife shall assume and pay all indebtedness owed against said property and shall hold the husband harmless for her failure to pay said indebtedness. Husband shall receive the sum of $5,000.00 as his equity in the home place upon the sale of the property.

6. Husband shall receive his personal belongings as his sole and separate property. Wife shall receive the remaining personal property of the parties as her sole and separate property.

7. Wife shall receive as her sole and separate property, the 1987 Cavalier automobile and shall assume and pay any and all indebtedness owed against said vehicle. Wife agrees to hold the husband harmless from her failure to pay said indebtedness.

8. Husband shall obtain and maintain a $50,000.00 life insurance policy with the wife as beneficiary.

Wife shall obtain a $50,000.00 life insurance policy with the husband named as beneficiary thereof.

9. Wife shall be responsible for the following debts, Visa card, MasterCard, and Castner Knotts and shall hold the husband harmless from her failure to pay said debts.

10. Each party shall be entitled to receive one-half of the 1987 IRS refund.

11. Each party shall be responsible for their own attorney fees.

12. The costs of this cause shall be divided equally between the parties.

General Terms:

(A) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

(B) It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property

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 or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Wife and Husband, individually or jointly, or any property that either of them acquire in the future.

(C) This Agreement shall be binding upon the inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

(D) The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interests in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of their respective incomes, anticipated incomes, and all assets in which they have interests.

(E) 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 in this Agreement and their 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 and with advise of counsel.

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

(G) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this

Agreement, said provision being severalbe.

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

(I) This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

THIS ORIGINAL AGREEMENT is executed by the parties and a copy of same is being retained by each party. The original copy will be tendered with the Court as part of the Final Decree of Divorce between the parties.

s/s Elizabeth Faye Moore

s/s James Tolbert Moore

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Ann G. Ellspermann, a Notary Public in and for said County and State, the within named, ELIZABETH FAYE MOORE, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of July, 1988.

s/s Ann G. Ellspermann
NOTARY PUBLIC

My commission expires: 5/13/89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Maxine Stubblefield, a Notary Public in and for said County and State, the within named, JAMES TOLBERT MOORE, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official Seal at Nashville, Tennessee, on this the 24th day of June, 1988.

s/s Maxine Stubblefield
NOTARY PUBLIC

My commission expires: 3/11/91

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife, Elizabeth Faye Moore, be and she is hereby awarded an absolute divorce from the Husband, James Tolbert Moore, bestowing upon her all the rights, privileges and immunities of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife shall be granted the custody, care and control of the three minor children of the parties, Jeremiah James, Samuel Allen, and Jennifer Hannah. The Husband shall have reasonable visitation with said minor child.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Husband shall pay to the Wife the sum of $300.00 per month as child support.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the written Property Settlement Agreement entered into by the parties as set out above herein is determined by the Court to be fair and equitable, and same is herein ratified, affirmed and approved by the Court in all of its terms, conditions and provisions and it incorporated into this Decree and shall be enforceable as any other provisions of this Decree.

The costs of this cause are taxed to the parties equally. The address of the parties are as follows: Elizabeth Faye Moore, 125 Tolemont Drive, Antioch, Tennessee 37013; James Tolbert Moore, 113 South Valley Road, Hendersonville, Tennessee 37075

Muriel Robinson

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

7-14-88

STELTEMEIER & WESTBROOK

BY: _____

JOEL E. JORDAN - #4047
Counsel for the Wife
P. O. Box 150349
Nashville, TN 37215-0349

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Decree was mailed to the defendant's attorney, Robert Rutherford, Suite 306, 315 Union Street, Nashville, Tennessee, 37201 on this the 14 day of July, 1988.

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* 14th *day of* JUDY, *19* 88, *in Case Number* 88D-4085 *between* ELIZABETH FAYE MOORE *Plaintiff, and* JAMES TOLBERT MOORE *Defendant, as same remains of record in Book* 171A, *Page* 503 *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* 17th *day of* MAY *in the year one thousand nine hundred and* NINETY *and in the* 214 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117