C 187 C/1725

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

SHELIA RENA MOSS,
Plaintiff
SS No. [redacted]-0969

vs.

NO: 89D-4876

BILLY RONALD MOSS,
Defendant
SS No. [redacted]-2624

BOOK 8682 PAGE 403

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 22nd day of June, 1990, on the Petition of Plaintiff for an absolute divorce on the grounds of irreconcilable differences. It now appears to the Court that a notarized Marital Dissolution Agreement has been executed by both the parties and filed with the Court.

Any contested pleadings are ordered withdrawn and the divorce shall be granted to SHELIA RENA MOSS as the original plaintiff on the grounds of irreconcilable differences. The parties have agreed, and the Court finds that the parties have two minor children and that the Marital Dissolution Agreement is a fair and equitable disposition of all marital property.

Now, based on the findings by this court that the parties have made adequate and sufficient provisions by written agreement for the custody and maintenance of the two (2) minor children of this marriage, BEECHER ALLEN MOSS and CHARLES ROBERT MOSS, (and that plaintiff is not pregnant); and for the equitable settlement of any property rights between the parties; that the parties also acknowledge that no domestic or other proceedings are pending in any other jurisdiction in which custody is an issue;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED as follows:

1. That any and all contested pleadings are stricken except the original complaint;

2. That the Plaintiff, SHELIA RENA MOSS, shall be granted an absolute decree of divorce on the grounds of irreconcilable differences;

3. That the Marital Dissolution Agreement is approvd in its entirety and herewith incorporated as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

C 187C/1726

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

89 MAY 25 AM 9:16

SHELIA RENA MOSS,	)	
Plaintiff/Wife,	)	
vs.	)	NO. 89 D 4876
BILLY RONALD MOSS,	)	
Defendant/Husband.	)	

BOOK 8682 PAGE 404

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between SHELIA RENA MOSS, hereinafter referred to as "Wife"), and BILLY RONALD MOSS, (hereinafter referred to as "Husband"), subject to the following terms and conditions:

WITNESSETH:

WHEREAS, the parties were married May 16, 1983, in Davidson County; Tennessee; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue their marriage relationship and cohabit as man and wife; and

WHEREAS, it is the decision of the parties, insofar as they are able, without the concurrence of the Court, to amicably settle their differences with respect to all property rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

WHEREAS, husband has been advised to seek independant counsel; both parties have made a full disclosure of all assets and liabilities of the parties; and, both parties have been advised of the guidelines as to payment of child support.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. The parties understand that as soon as possible after the execution of this agreement, the Wife shall file the original of this Marital Dissolution Agreement in the Circuit Court for Davidson County, Tennessee, based upon the grounds of irreconcilable differences and proceed to a divorce on those grounds. Husband acknowledges that he has already been served with process and that the attempted reconciliation has failed. He therefore waives service and filing an answer to the Complaint in accordance with the provisions of T.C.A. § 36-4-1Ø3 (a) (2).

2. The consideration for this Agreement is the mutual promise and agreements herein contained. 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 endeaver to compel the other to cohabit or dwell with him or her.

3. The marital real property shall be divested of wife and vested solely in husband, subject to all debts. The property is located at: 5958 Lickton Pk., Goodlettsville, Tn. The legal description to that property is attached hereto as Exhibit "A".

4. Husband agrees that he will make (and keep current) a Will in which the the children of this marriage shall be each given one-fourth (1/4) of the net proceeds of all property Mr. Moss owns at the time of his death.

4. (a) Husband also agrees that he shall pay at least one-half of all college expenses for the children including room, books, board and tuition at the educational institution of the childrens choice. Provided, that the wife shall assist as she is able in all such expenses.

5. The parties agree that all debts shall be the responsibility of the husband, except the Toyota, which is being divested of husband and vested fully with wife subject to the debt thereagainst. Otherwise, husband shall pay all marital debts and he shall hold wife harmless for any responsibility therefore. Neither party shall contract any indebtness on the credit of the other party from and after the date of execution of the agreement.

6. Each party shall have sole ownership of all household furnishings presently in their possession. Wife shall be divested of her interest in husbands Van which shall be vested fully with him. Copies of titles (or registrations) to the van and Toyota shall be attached hereto as Exhibits "B" and "C", if available.

7. Custody of the children, Dusty (born 9-28/86) and Charlie (born 1-15/89) shall be joint, with primary possession and control in the Wife. Husband shall have visitation every other weekend from Friday at 6 p.m. until Sunday at 6 p.m. and other reasonable times. Husband will pick up and redeliver the children on time and at his expense. Neither party shall unnecessarily disrupt the children's schedule or interfere with the other parties visitation or custody.

8. Husband shall pay the sum of seventy five ($75) dollars, per week as child support beginning un execution of this agreement and shall continue health insurance on the wife and children for so lond as possible under his health insurance, or under C.O.B.R.-A., the federal law, or under state law, whichever is longer. Husband shall also pay all health, dental or orthodontic expenses on behalf of the children, not covered by health insurance.

Both parties have been explained that husband is obligated to pay approximately 32% of his take-home pay as defined in Title IV-D Child Support Guidelines, and agree that husband is doing approximately that by assuming all indebtedness of the parties.

9. Each party shall receive all funds on deposit in checking and/or savings accounts in their individual names, free of any claim by the other party.

10. Attorney fees shall be paid as follows: Wife shall pay $700; and, husband shall pay $500, and any unpaid court costs.

11. In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

12. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney fees.

13. With respect to each party's responsibility for the payment of certain debts and liabilities and their obligations to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a nondischargeable debt under 11 U.S.C. § 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 Marital Dissolution Agreement.

14. Husband shall designate his life insurance benefits through his employer to his wife for the maintenance and benefit of the children.

15. 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.

16. 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.

17. It is understood and agreed between the parties that this Agreement is intended to be final settlement of all property rights, support rights and obligations of the respective parties hereto and shall consitute a discharge from all claims arising out of the 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, dower, curtsey, statutory allowances, homestead rights, any 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 a provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, and/or any property that either of them may acquire in the future.

18. Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose intent of this Agreement in its entirety prior to the signing thereof, and that they have same voluntarily.

19. This Agreement may be altered, amended or cancelled only by an instrument in writing signed by each of the parties. This requirement cannot be waived by oral agreement nor without court approval.

WITNESS OUR HANDS and seals this 23rd day of May, 1990, as to the husband; and, on the 23rd day of May, 1990 as to the wife.

SHELIA RENA MOSS

BILLY RONALD MOSS

State of Tennessee)
)
County of Davidson)

Personally appeared before me, the undersigned authority, a notary public in and for the said county and state, the within SHELIA RENA MOSS, 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 23rd day of May, 1990.

Notary Public

My commission expires: May 8, 1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a notary public in and for the said county and state, the within BILLY RONALD MOSS, 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, this 23rd day of May, 1990.

Notary Public

My commission expires: May 8, 1991

EXHIBIT "A" DESCRIPTION

90 MAY 25 AM 9:16

LAND in the Second Civil District (formerly the Tenth Civil District), Metropolitan Nashville-Davidson County, Tennessee, being more particularly described in a survey by Howard George and Associates, Project Number 8465-1, dated March 30, 1985, as follows:

BEGINNING at an iron pin found in Ray Glasgow's Southeast corner (Book 1907, Page 434); thence North 7 deg. 43 min. 10 sec. West 176.47 feet to an iron pin found; thence North 77 deg. 03 min. 40 sec. East 300.14 feet to an iron pin set; thence South 20 deg. 10 min. 00 sec. East 1146.74 feet to an iron pin set; thence South 75 deg. 56 min. 30 sec. West 292.58 feet to an iron pipe found; thence South 75 deg. 21 min. 20 sec. West 92.70 feet to an iron pin set; thence North 20 deg. 27 min. 10 sec. West 978.47 feet to an iron pin set; thence North 76 deg. 43 min. 40 sec. East 52.70 feet to the beginning, containing 10 acres, more or less.

BEING a portion of the property conveyed to JIM SISCO by Deed from C. W. CULWELL, JR. and wife, R. L. CULWELL of record in Book 6129, Page 33, Register's Office for Davidson County, Tennessee.

THERE IS A 50-foot private road, ingress/egress easement to and from the above described property being 25 feet on each side of a line described as follows:

BEGINNING at a point on the Easterly side of the above described property, North 20 deg. 10 min. West 610.00 feet from the Southeast corner of the above described property; thence North 75 deg. 10 min. East 327 feet; thence South 51 deg. 55 min. East 165 feet; thence South 89 deg. 05 min. East 234 feet; thence South 71 deg. 50 min. East 141 feet; thence South 59 deg. 45 min. East 288 feet; thence North 82 deg. 35 min. East 586 feet; thence South 83 deg. 50 min. East 406 feet; thence South 54 deg. 30 min. East 185 feet; thence South 16 deg. 25 min. East 88 feet; thence South 6 deg. 15 min. East 126 feet; thence South 25 deg. 05 min. East 221 feet; thence South 42 deg. 55 min. East 75 feet; thence South 65 deg. 50 min. East 96 feet; thence North 79 deg. 50 min. East 215 feet; thence North 73 deg. 45 min. East 319 feet; thence North 83 deg. 15 min. East 226 feet; thence South 76 deg. 50 min. East 256 feet; thence South 67 deg. 35 min. East 393 feet; thence North 66 deg. 25 min. East 150 feet; thence South 34 deg. 35 min. East 283 feet to the edge of the Bobby T. Comer property; thence narrowing to the width of the existing drive 135 feet to the center of Lickton Pike.

Subject to a 50-foot private road, ingress/egress easement across the above described property, being 25 feet on each side of a line described as follows:

BEGINNING at a point on the Easterly side of the above-described property North 20 deg. 10 min. West 610.00 feet from the Southeast corner of the above described property; thence South 57 deg. 20 min. West 394.00 feet to the Westerly edge of the above-described property.

31.16 27/23 0101 03CHECK 44.00

EXHIBIT "B"

FILED

90 MAY 25 AM 9:16

RECORDER/CHANCERY CLERK

D.C.

BOOK 8682 PAGE 411

ORDER BY MAIL SEND ADDITIONAL $1.00
NOTICE TO YOUR COUNTY CLERK
PAYABLE TO YOUR COUNTY CLERK

LICENSE NO. UXV263

CERTIFICATE OF VEHICLE REGISTRATION-RENEWAL

SP CD	VALIDATION NO.	DATE OF ISSUE	WHEN VALIDATED REGISTRATION EXPIRES
	738700		04/30/91

346887621

COLOR	COMPANY VEHICLE NO	PREVIOUS LIC NO	SP CD	REGISTERED WT SEATS	REG. WT SEATS CHANGE	RENEWAL FEE	COUNTY FEE
				09		22.00	25.00

VIN	TITLE NO	MAKE	YEAR	BODY	MODEL	TOTAL
CG0155U124389	346887621	CHEV	75	TK	VAN	47.00

ZONE | COUNTY STICKER NO. 74304

THIS CERTIFICATE (OR COPY) MUST BE KEPT IN VEHICLE DURING OPERATION

PRINCIPLE OPERATOR LIC NO.

SHELTA MOSS

5958 LICKTON PK
GOODLETTSVILLE TN 37072-0000

TENNESSEE DEPARTMENT OF REVENUE

ADDRESS CHANGE

STREET OR RFD BOX NO.

FOR PRIVATE PASSENGER VEHICLE OWNERS ONLY
I CERTIFY THAT I AM A RESIDENT OF Davidson COUNTY

REGISTRANT SIGN HERE Bill Moss

CITY | STATE | ZIP CODE | COUNTY CLERK | ACCT NO

RV-1888 (REV. 10-88)

IMPORTANT: SEE REVERSE SIDE

REGISTRANT'S COPY

346887621

29871

IDENTIFT REFERENCE

JUL 23 10 2: AM '92

DAVIDSON COUNTY, TN

MAIL ENV.

EXHIBIT "C"

FILED

90 MAY 25 AM 9:16

GEORGE [illegible], CLERK

[signature] D.C.

BOOK 8682 PAGE 412

TO ORDER BY MAIL SEND ADDITIONAL 50 CENTS AND THIS NOTICE TO YOUR COUNTY CLERK

MAKE CHECK PAYABLE TO YOUR COUNTY CLERK

CERTIFICATE OF VEHICLE REGISTRATION RENEWAL

LICENSE NO: 99 KSP526

VALIDATION NO: [illegible] DATE OF ISSUE: 11/13/89

WHEN VALIDATED REGISTRATION EXPIRES: 10/31/90

REG. WT/SEATS CHANGE: 11 13 89

REGISTERED WT/SEATS: 00

COLOR | COMPANY VEHICLE NO | PREVIOUS TIC NO

VIN: 1T2AF82E9E3059625

TITLE NO: 3875372

MAKE: TOYT | YEAR: 84 | BODY: 4D | MODEL: COR

ZONE | PRINCIPAL DRIVER'S LIC NO | COUNTY STICKER NO

TENNESSEE DEPARTMENT OF REVENUE

THIS CERTIFICATE (OR COPY) MUST BE KEPT IN VEHICLE DURING OPERATION

RILLY R MOSS

SHELIA R MOSS

5950 ECKTON PK

GOODLETTSVILLE TN 37072

FILING FEE: 22.00

SUBTOTAL: 22.00

FEE CHANGE:

COUNTY FEE: Sticker – 25.00

TOTAL: 47.00

REGISTRANT'S COPY

ADD $ 50 IF MAILING

STREET OR RFD BOX NO

FOR PRIVATE PASSENGER VEHICLE OWNERS ONLY: I CERTIFY THAT I AM A RESIDENT OF [illegible] COUNTY

REGISTRANT SIGN HERE

CITY | STATE | ZIP CODE | COUNTY CLERK: Bill Covington | ACCT: 01

ADDRESS CHANGE

IMPORTANT: SEE REVERSE SIDE

RV-1343 (REV 9-88)

03-002 0338

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

IT IS ACCORDINGLY SO ORDERED, ADJUDGED, and DECREED. Costs of this action, are to be reimbursed to wife or her attorney. Any unpaid costs are hereby assessed against the defendant, BILLY RONALD MOSS, for all of which let execution issue, if necessary.

Done and entered by me this 22nd day of June, 1990.

JUDGE

APPROVED FOR ENTRY:

BILL HODDE,
ATTORNEY FOR PLAINTIFF
Registration #2268
Suite 305 Rivergate Park Office Bldg.
1994 Gallatin Road, N.
Madison TN 37115
615-859-5588

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Final Decree of Divorce was mailed, postage prepaid, to BILLY RONALD MOSS, 5958 Lickton Pike, Goodlettsville TN 37072, on the 22nd day of June, 1990.

BILL HODDE

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* Twenty-second *day of* June, *19* 90, *in Case Number* 89D-4876 *between* SHELIA RENA MOSS *Plaintiff, and* BILLY RONALD MOSS *Defendant, as same remains of record in Book* 187C, *Page* 1725 *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* July *in the year one thousand nine hundred and* Ninety-two *and in the* 217th *year of American Independence.*

CIRCUIT COURT

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*