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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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PATRICIA RENEE MOONEYHAM)
)
Plaintiff)
)
)
VS.) NO. 81D-1266
)
)
ROBERT ALLEN MOONEYHAM)
)
Defendant)

148-14-0
191.00

O R D E R

This cause came on to be heard on the 15th day of October, 1981, before the Honorable Hamilton Gayden, Judge of the First Circuit Court for Davidson County, Tennessee, upon the Complaint for divorce, testimony of the complainant, statement of counsel, and the entire record in this cause, from all of which the Court finds:

That the 60 day waiting period as required by Statute has elapsed, that the parties have irreconcilable differences, and the complainant should be awarded an absolute divorce; that the Property Settlement Agreement entered into by the parties is fair and equitable and should be approved and that the defendant should bear the costs of this cause.

It is, therefore, ORDERED, ADJUDGED and DECREED, that the complainant be, and hereby is, awarded an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further, ORDERED, ADJUDGED and DECREED, that the Property Settlement Agreement entered into by and between Patricia Renee Mooneyham and Robert Allen Mooneyham, dated October 15th, 1981, is hereby expressly approved in toto and incorporated into and made a part of this final decree, and the same is as follows:

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA RENEE MOONEYHAM Plaintiff	)	
VS.	)	NO. 81D-1266
ROBERT ALLEN MOONEYHAM Defendant	)	

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into on the 15th day of October, 1981, by and between Patricia Renee Mooneyham, hereinafter referred to as "Wife," and Robert Allen Mooneyham, hereinafter referred to as "Husband."

W I T N E S S E T H :

WHEREAS, the parties hereto are now husband and wife, but been living separate and apart since March 3rd, 1981, and said separation resulted from unhappy and irreconcilable differences between them; and

WHEREAS, there is now pending in the Circuit Court of Davidson County, Tennessee, a divorce action styled as Mooneyham versus Mooneyham, docket number 81D-1266, wherein wife is the plaintiff and husband is the defendant; and

WHEREAS, it is the desire of the parties, in the event a divorce is granted to either of them by a Court of competent jurisdiction and insofar as they may be able to do so, to settle certain property rights between themselves; and

WHEREAS, it is understood by both parties that the terms of such an Agreement as to the disposition of the property of the parties is to be incorporated into the final decree and that said Agreement is to be a complete and full settlement of their property rights between so that any terms may be enforceable by contempt proceedings, if necessary. This Agreement is not intended nor should

it be construed as part of an Agreement for divorce. Each party shall have the right to appear in Court and contest such action. It is agreed between the parties that this Agreement may be submitted to the Court for approval and may be part of the final decree of divorce. Each party waives any right to apply to any Court for modification of this Agreement prior to the final decree of divorce.

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

1. That the parties are owners as tenants by the entirety of a tract or parcel of land located and known as 4717 Colemont Place, Antioch, Davidson County, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee being Lot No. 37 on the Plan of Haywood Forest, Section 3, as of record in Book 5200, page 245, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> BEING part of the same property conveyed to Robert A. Mooneyham and wife, Patricia R. Mooneyham, by deed from Bob Potter Company, of record in Book 5623, page 818, Register's Office for Davidson County, Tennessee.

All right, title and interest in said homeplace shall be divested from the husband and the same shall be vested into the wife. The wife shall be responsible for any remaining mortgage on said property and the husband shall be held harmless therefore.

2. The husband agrees to assume the outstanding indebtedness of the parties incurred prior to their separation due and owing to Sear's and Roebuck, Inc., and all such sums as are due and owing and not covered by medical insurance that are a result of the birth of the parties' minor child. All right, title and interest in and to a washer and dryer, presently in the possession of the wife, shall be divested from the husband and the same shall be vested into the wife.

3. All right, title and interest in and to a 1974

Chevrolet Mailbu automobile shall be divested from the wife and the same shall be vested into the husband.

4. The parties have a minor child that is presently five (5) months old. The exclusive, care, custody and control of the parties' minor child shall be vested in the wife with reasonable visitation rights in the husband.

The husband shall have the right of visitation every other Sunday afternoon from 1:00 o'clock P.M. until 6:00 o'clock P.M. and on alternating Wednesdays from 5:30 P.M. until 9:00 o'clock P.M. The husband's mother will go to the home of the wife and pick up the child and return the child to the home of the wife at the appropriate time. In the event that the defendant's mother is unable to pick up the child, it is agreed that the defendant's sister, Connie Cain, may do so. When the child is two (2) years of age, the Sunday visitation hereinbefore described shall be expanded to give the husband the right of visitation with the minor child on an over night basis from Saturday afternoon at 12:00 o'clock P.M. until Sunday evening at 6:00 o'clock P.M.

When the child is two (2) years of age, the husband shall have the right of visitation for a one (1) week period of time during the summer months. When the child is four (4) years of age, the husband shall have the right of visitation for a two (2) week period of time during the summer months.

The husband shall have the right of visitation for one-half (1/2) day during the afternoon on Thanksgiving and Christmas day.

5. The husband shall pay to the wife as child support the sum of One Hundred, Fifty Dollars ($150.00), per month. The payment of said child support shall be due in equal payments on the 1st and 15th day of each month. It is further agreed by the parties that the husband is in arrears on child support pendente lite in the amount of Seven Hundred, Seventy Dollars ($770.00). It is further agreed that the husband shall pay in addition to the One Hundred, Fifty Dollars ($150.00), per month, Twenty-five Dollars ($25.00), per month on the arrears until said arrearage is paid in full.

6. The husband shall keep the minor child covered on hospital, medical and major medical insurance. Such coverage shall include at least the minimum benefits and maximum deductible as were in effect at the time of the parties' separation. Any medical expenses that are not covered by the insurance policy or policies will be paid one-half (1/2) by the wife and one-half (1/2) by the husband.

7. The parties have heretofore physically divided and taken into their respective personal possession any and all personal property and any and all household goods and furnishings in which either party has any interest. Each party does hereby transfer and quitclaim unto the other party, all his or her interests in and to these articles of personal property and household goods and furnishings now in the possession of the other party.

8. It is agreed by the parties that for the tax year 1981, the husband shall claim the minor child as an exemption on his federal income tax return. In 1982 and the years thereafter, it is agreed that the wife shall claim the parties' minor child as an exemption on her federal income tax return.

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

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

11. This contains the entire Agreement between the parties and there are no circumstances either expressed or implied not specifically contained herein. Neither parties shall have the right against the other growing out of the marital relationship, if the same is not specifically provided for in this Agreement.

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

13. Is it understood 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 shall have been explained to each of the parties and each party acknowledge that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the following have subscribed their names.

ROBERT ALLEN MOONEYHAM, "Husband"

PATRICIA RENEE MOONEYHAM, "Wife"

It is further, ORDERED, that reasonable attorney's fees for the complainant's attorney are set in the amount of Eight Hundred Dollars ($800.00), of which Two Hundred Dollars ($200.00) shall be paid by the husband and the balance by the wife, for all of which a lien shall be granted to the complainant's attorney upon the property known as 4717 Colemont Place, Antioch, Tennessee, and being more particularly described in Book 5623, page 818, Register's Office for Davidson County, Tennessee.

It is further, ORDERED, that the court costs be taxed against the defendant and for which execution may issue, if necessary.

IT is further, ORDERED, that execution may issue to enforce any provisions of this decree.

ENTERED this the 17th day of Feb, 1981.

HAMILTON GAYDEN, JUDGE

APPROVED FOR ENTRY:

Michael Noel

MICHAEL NOEL
Attorney for Complainant
Chancery Building
421 Charlotte Avenue
Nashville, Tennessee 37219

PICK-UP

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DAVIDSON COUNTY, TN

FILE WITH REFERENCE

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Copy To: Mr. Joe P. Binkley, Sr.
Attorney for Defendant
Suite 1601
Parkway Towers
Nashville, Tennessee 37219

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STATE OF TENNESSEE

I, **RICHARD R. 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 FIRST Circuit Court for Davidson County, Tennessee, on the 17 day of FEBRUARY, 19 82, in the Case Number 81D1266 between MOONEYHAM, PATRICIA Plaintiff, and MOONEYHAM, ROBERT Defendant, as same remains of record in Book 152C, Page 01986 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 18 day of MAY in the year one thousand nine hundred and ninety-three and in the 217th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,
By Clay M. Harbin
Deputy Clerk

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