IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

COLETTE ANN MOORE,

Plaintiff,

VS.

J. TUCKER MOORE, JR.,

Defendant.

No. 92D-3998

BOOK 9380 PAGE 896

FINAL DECREE OF DIVORCE

This cause came on to be heard on April 19, 20, and 25, 1994, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the complaint for divorce of Wife, Colette Ann Moore; answer and counter-claim of the Husband, J. Tucker Moore, Jr.; testimony of witnesses heard in open court; statements of counsel; and the entire record in this cause.

The Court finds from the proof presented that both parties are entitled to a divorce, one from another, pursuant to Tenn. Code Ann. § 36-4-129.

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife, Colette Ann Moore, and the Husband, J. Tucker Moore, Jr., are divorced, and each is restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the parties' residence location at 1801 Laurel Ridge Drive, Nashville, Davidson County, Tennessee, shall be sold. After the expenses of sale are deducted from the sales price, the debt owed to NationsBank for the home equity loan shall be repaid, the balance of approximately Three Thousand Seven Hundred Sixty-Four Dollars and Thirty-Seven Cents ($3,764.37) owed to the Husband's pension plan with J. Tucker Moore, DDS, PC, shall be repaid, and the tax liability due on the debt owed to Husband's corporation, J. Tucker Moore, DDS, PC, shall be repaid. The net proceeds remaining after the above debts are paid shall be divided equally between the parties. Each of the parties shall pay one-half (½) of any capital gains taxes due on the sale of the Laurel Ridge residence, as it befalls their certain situation here.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the marital residence shall be listed for sale with Ms. Anne Lineberger, and a copy of the listing agreement shall be filed with the Court within two (2) weeks.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall vacate the marital residence within thirty (30) days from the date of entry of the Final Decree of Divorce. The Wife shall have possession of the residence until it is sold. During the time that the Wife resides in the residence, she shall be responsible for the utilities and her other living expenses.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife shall cooperate with the real estate agent and maintain the residence in a condition suitable for showing to prospective purchasers. A Multiple Listing Service lock shall be placed on the residence so that it can be shown when requested.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that each of the parties shall pay one-half (½) of the yard care expenses for the marital residence. The Husband shall select the lawn care service, and the lawn care shall consist of mowing and trimming and shall be done approximately every ten (10) days.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the assets of the J. Tucker Moore, DDS, PC, Pension Trust shall be divided equally between the parties pursuant to the terms of a Qualified Domestic Relations Order.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the 1993 tax refund shall be divided equally between the parties.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife shall receive the 1984 Buick station wagon, her bank account, the household furniture and furnishings, with the exception of those items which the Husband shall receive, the balance of her American Airlines mileage, and her life insurance policy with John Hancock in the face amount of Five Thousand Dollars ($5,000).

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife shall receive the life insurance policy with Security Connecticut Life in the face amount of One Hundred Fifty Thousand Dollars ($150,000) to insure the payment of alimony by the Husband. She shall be the owner as well as the beneficiary of said policy. The Husband shall

pay the insurance premiums on said policy, and said payments shall be taxable to the Wife and deductible by the Husband as alimony.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall pay the sum of Sixty-Five Thousand Dollars ($65,000) to the Wife from his share of the proceeds from the sale of the marital residence.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife shall receive her separate property which is not in dispute. The Wife shall also receive the table with the broken glass and the six chairs, and the cigar table, Crucifix, and rectangular basket located in the Husband's bedroom at the residence.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall receive his automobile, his bank account, and his separate property listed on Trial Exhibit 22 which is not in dispute. The Husband shall also receive the office condominium located at 500 Lentz Drive, Madison, Davidson County, Tennessee, his dental practice, including any funds on deposit, his accounts receivable, and his furniture, fixtures, and equipment. The Husband shall assume responsibility for payment of the mortgage indebtedness owing on said property.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall receive his remaining life insurance policies, together with any existing cash surrender value, the policy with John Hancock in the face amount of Ten Thousand Dollars ($10,000), the policy with Mutual Benefit in the face amount of Thirty-Five Thousand Dollars ($35,000), and the policy with Great West Life in the face amount of One Hundred Thousand Dollars ($100,000).

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall pay to the Wife as alimony in futuro the sum of Two Thousand Dollars ($2,000) per month for a period of eight (8) years, or until her death or remarriage, or death of husband, whichever event occurs first. At the end of said eight (8) years, the alimony will be reviewed by the Court for a determination as to further alimony, based on the need, ability to pay, and change of circumstances of the parties which may have occurred. Said alimony payments shall begin on May 1, 1994, and shall be due on the first day of each month thereafter for the above period of time. During the time that the Wife resides in the marital residence prior to its sale, the

Husband shall withhold one-half (½) of the monthly interest payment due on the home equity loan with NationsBank from his monthly alimony payments and this amount plus his one-half (½) of the monthly interest payment shall be paid on said home equity loan.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife shall obtain her own medical insurance, and she shall be responsible for the payment of any of her medical expenses not covered by insurance.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall receive his separate property as shown on Trial Exhibit 22, with the exception of those items set out herein. The Husband shall also receive all the furnishings in the pool room and in his bedroom, with the exception of those items in his bedroom previously excluded. The Husband shall also receive the household furnishings listed on Exhibit A which is attached to Trial Exhibit 3, except for the two (2) dining room chairs which are in the Husband's bedroom and the VCR in the kitchen, which the Wife shall receive. The parties shall equally divide the bar accoutrements, the books in the lower portion of the china cabinet in the living room, the assorted books in the den bookcase, the personal photographs of the family, and the deck furniture other than the table with broken glass and six chairs which are the property of wife. The Husband shall also receive a tablecloth and napkin set, if the Wife can locate them; appropriate sheets and linen for his bed; one set of cookware which he shall select; the picture of the Moore house at Christmas; the pine dresser (Jesse's name on it), the pine bed (Greg's name on it), and the trundle bed listed on Trial Exhibit 23; the iron pot; and one of the 54-inch tables with the cloth that goes with it.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall pay the debt owing on the NationsBank MasterCard. He shall also pay Five Hundred Dollars ($500) on Wife's Saks Fifth Avenue account, and the Wife shall be responsible for the remaining balance owed.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that each of the parties shall pay one-half (½) of the Nashville Carpet bill.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Wife shall pay the debt owing on her VISA bill, and shall repay the loans owed to Dr. and Mrs. George B. Hood and to Faye Elkins.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that from and after April 25, 1994, neither of the parties shall make any further or additional charges on the credit of the other party.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall pay Ten Thousand Five Hundred Dollars ($10,500) towards the attorney's fee of Wife's attorney, John J. Hollins. The Wife shall be responsible for the balance of her attorney's fees.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that John J. Hollins, attorney for the Wife, and James G. Martin, III, attorney for the Husband, are granted liens against the residence of the parties located at 1801 Laurel Ridge Drive, Nashville, Davidson County, Tennessee, to secure payment of their attorneys' fees. The lien granted to James G. Martin, III, is in the amount of Thirty Thousand Six Hundred Twenty Dollars and Sixteen Cents ($30,620.16), and the lien granted to John J. Hollins is in the amount of Thirty-Five Thousand Three Hundred Eleven Dollars and Ninety-Nine Cents ($35,311.99). Said property is more particularly described as follows:

> Being Lot No. 20 on the Plan of Laurel Ridge, Section 2, as of record in book 36,00, page 8, Register's Office for said County, described as follows:
>
> Beginning on the northeasterly margin of Fredericksburg Drive at the corner of lots Nos. 7 and 20; thence with the line between said two lots, northwardly 180.7 feet; thence south 76° 54' east 381.1 feet; thence south 5° 29' west 156.2 feet to the northerly margin of Laurel Ridge Drive; thence with same, westwardly and southwestwardly 249.2 feet to the beginning of a curve; thence around said curve with a radius of 28 feet, westwardly 48.3 feet to the northeasterly margin of said Fredericksburg Drive; thence with same, northwestwardly 157.8 feet to the beginning, containing 1.74 acres, more or less.
>
> Being the same property conveyed to Dr. J. Tucker Moore and wife, Colette Ann Moore, by deed from Robert H. Derck and wife, Virginia L. Derck, of record in Book 4039, Page 807, Register's Office for Davidson County, Tennessee.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that the Husband shall pay to the Wife the sum of Six Thousand Dollars ($6,000) toward the purchase of a new car.

It is further **ORDERED, ADJUDGED** and **DECREED** by the Court that each of the parties shall pay one-half (½) of the costs of this cause.

ENTER this 9th day of May, 1994.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

HOLLINS, WAGSTER & YARBROUGH, P.C.

By: _____
John J. Hollins (#2452)
Attorney for Wife
22nd Floor
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FARRIS, WARFIELD & KANADAY

By: _____
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DAVIDSON COUNTY, TN.

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IDENTIF. & REFERENCE

STATE OF TENNESSEE BOOK 9380 PAGE 902

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 _FOURTH Circuit Court for Davidson County, Tennessee, on the _09 day of _MAY , 19 _94 , in the Case Number _92D3938 between _MOORE, COLETTE ANN Plaintiff, and _MOORE, JESSE TUCKER, JR. Defendant, as same remains of record in Book 2298 , Page _1267 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 _09 day of _JUNE in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk

By _____ Deputy Clerk

SEAL

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