283C/2208

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

98 JUL -8 PM 1:56

CLERK

D.C.

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| BRENDA MARIE MOSLEY,<br><br>Plaintiff,<br>COUNTER-DEFENDANT, | ) | |
| vs. | ) | No. 98D-226 |
| WAYLAND BRUCE MOSLEY,<br><br>Defendant/<br>COUNTER-PLAINTIFF. | ) | BOOK 11026 PAGE 89 |

FINAL DECREE OF DIVORCE

This cause came to be heard before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the 8th day of July, 1998, upon the Counter-Complaint for Divorce filed by the Counter-Plaintiff in this cause, WAYLAND BRUCE MOSLEY. Based upon the statutory waiting period of ninety (90) days having elapsed, and the parties being before this Court having entered into a written notarized Marital Dissolution Agreement, making specific reference to this action by cause or docket number, and by signing of such Agreement, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences; and,

**IT IS THEREFORE ORDERED, ADJUDGED and DECREED:**

1. That the Counter-Plaintiff, WAYLAND BRUCE MOSLEY, is hereby awarded an absolute divorce from the Counter-Defendant, BRENDA MARIE MOSLEY, on the grounds of Irreconcilable Differences, T.C.A. Section 36-4-103, and is hereby restored to all rights and privileges of an unmarried person. Pursuant to T.C.A. Section 36-4-103(b), the Court affirmatively finds that there is one (1) minor child born of this marriage, to wit: Ashley LeAnn Mosley, d/o/b: 3/15/83 and the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights and obligations between the parties and adequate provisions for the care, custody, and control of the minor child. The Court hereby approves the Marital Dissolution Agreement, which is in words and figures as follows:

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

98 JUL -8 PM 2:0

CLERK

D.C.

| | | |
|---|---|---|
| WAYLAND BRUCE MOSLEY, | ) | |
| | ) | |
| Plaintiff, | ) | |
| | ) | |
| vs. | ) | No. 98-226 |
| | ) | |
| BRENDA MARIE MOSLEY, | ) | |
| | ) | |
| Defendant. | ) | |

MARITAL DISSOLUTION AGREEMENT

WHEREAS, WAYLAND BRUCE MOSLEY, hereinafter referred to as the "Husband", and BRENDA MARIE MOSLEY, hereinafter referred to as the "Wife", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for custody of the parties' minor child, and the division of their property and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and

WHEREAS, it is understood by and between the parties that a suit is now pending in the Fourth Circuit Court, Docket Number 98D-226.

WHEREAS, there is one minor (1) child born of this marriage, namely, to-wit: Ashley LeAnn Mosley (D.O.B. 3/15/83); and

WHEREAS, the parties own one (1) parcel of real property

WHEREAS, the parties own some items of personal property

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

1. NO INTERFERENCE.

It is agreed by and between the parties, that 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. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

2. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

3. **CUSTODY.**

It is agreed by and between the parties that the parties shall have joint custody, with the Wife designated as primary caretaker, of the minor child.

4. **CHILD SUPPORT.**

It is agreed by and between the parties that the Husband will pay to the Wife as child support for the minor child of the parties, the sum of Four Hundred Four ($404.00) Dollars per month in child support, based on the Husband's disability income of One Thousand Nine Hundred Thirty-seven ($1,937.00) Dollars per month or Twenty-three Thousand Two Hundred Forty-four ($23,244.00) Dollars per year and said support represents at least twenty-one (21%) percent of the net income of the Husband, which is in compliance with the Child Support Guidelines.

The parties would agree that the Wife is receiving, presently Six Hundred Twelve ($612.00) Dollars per month from the Husband's social security disability for the minor child and this amount is paid in lieu of the aforementioned child support of Four Hundred Four ($404.00) Dollars per month.

The child support shall not be reduced or prorated except upon further orders of the Court. The parties affirmatively acknowledge that no action by them will be effective to reduce child support after the due date or each payment and they further understand that Court approval must be obtained before child support can be reduced. The current addresses and social security numbers of the parties are as follows:

Wife

Brenda Marie Mosley
4873 Shasta Drive
Old Hickory, TN 37138
Social Security No. [redacted]-2741

Husband
Wayland Bruce Mosley
3755 Andrew Jackson Parkway
Hermitage, TN 37076
Social Security No. [redacted]-6094

The amount of child support agreed upon between the parties is within the guidelines established by the Department of Human Services pursuant to the Tennessee Public Chapter 206, Acts of 1989.

5. **HEALTH INSURANCE.**

It is agreed by and between the parties that the Wife will provide major medical, health insurance on the minor child. It is further agreed by and between the parties, that the Husband and Wife shall split equally all reasonable and necessary medical, and dental expenses for the minor child that are not covered by the health insurance.

6. **VISITATION.**

It is agreed by and between the parties that the Husband shall have visitation privileges with the minor child of the parties on alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m., alternate holidays including Easter, Memorial Day, 4th of July, Labor Day, two (2) weeks vacation in the summer and the Husband shall give the Wife at least thirty (30) days notice of the week that Husband desires to exercise said visitation in the summer time. The parties agree they shall share the minor child by half days on Thanksgiving Day and Christmas Day. In addition thereto, it is agreed that the minor child shall spend Mother's Day with the mother and Father's Day with the father and that should these holidays not fall at a time when the minor child would under the above schedule be with that parent, the parent shall make appropriate arrangements to swap days or weekends with each other so that the minor child can spend those holidays with the appropriate parent. The parties acknowledge that visitation is in the best interest of the minor child of the parties and both parties agree to encourage the minor child to treat the other parent with respect and to do nothing to interfere with the minor child's relationship with the other parent.

The parties agree that the Husband is entitled to:

(A) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;

(B) The right to send mail to the child which the other parent shall not open or censor;

(C) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;

(D) The right to receive directly from the child's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

(E) The right to receive copies of the child's medical records directly from the child's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; and

(F) The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child.

7. **PERSONAL PROPERTY.**

It is agreed by and between the parties that the Husband shall have as his sole property the 1998 Ford pickup truck, which he drives as his vehicle and he shall hold the Wife harmless of any indebtedness thereon.

It is agreed by and between the parties that the Husband shall have as his sole property the Chaparral boat, which is financed through Nations Credit, and he shall hold the Wife harmless of any indebtedness thereon.

It is agreed by and between the parties that the Wife shall have as her sole property the 1995 Chevrolet Camaro, which she drives as her vehicle and she shall hold the Husband harmless of any indebtedness owed to Genesco Credit Union, thereon.

It is agreed by and between the parties that the Husband and Wife shall be divested on the title to the daughter's 1996 Pontiac Sunfire.

It is further agreed that the Husband shall have the following items of personal property as his sole property: 9mm S & W, 38 cal. Taurus pistols; State Trooper and police cars collection, eagle collection, U.T. collection, couch and loveseat from downstairs den, 50" big screen TV and JVC stereo system, piano and guitar; Jack Daniels collectible bottles; CD collection and tapes; video collection; 55 gallon aquarium, fish and books; patches and cases; Jobe skis and life jackets. Wife shall retain all other furnishings in the house, free and clear of the Husband's interest.

It is further agreed that the Wife shall retain the bedroom suite and shall be responsible for paying the debt to Associates and she shall hold the Husband harmless of any indebtedness thereon.

It is further agreed that the Husband shall retain the JVC stereo system and shall be responsible for paying the debt to Beneficial Finance Company and shall hold the Wife harmless on said indebtedness.

It is further agreed that the Husband shall have as his sole property all of his personal belongings including specifically his clothes, jewelry, etc. The Wife shall ~~have~~ as her sole property all of her personal belongings including specifically her clothes, jewelry, etc. and all remaining items in the home located at 4873 Shasta Drive, Old Hickory, Tennessee 37138.

It is further agreed that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names and any retirement accounts they may have through their employer or otherwise.

8. **REAL PROPERTY**.

The parties acknowledge that they own one (1) parcel of real estate known as:

4873 Shasta Drive, Old Hickory, Davidson County, Tennessee

Said property being more fully described as follows:

> BEING Lot No. 428 on the Plan of Sherwood Forest, Section 4, a plat which is of record in Book 4460, Pages 182 & 183, Register's Office for Davidson County, Tennessee.
>
> BEING the same property conveyed to Wayland Mosley and wife, Brenda M. Mosley, from George Cameron et ux Jeanne D. Cameron, by record in Book 5292, Page 124, Register's Office for Davidson County, Tennessee.

The parties acknowledge and agree that they shall retain the home as tenants in common until the youngest child reaches age eighteen (18) years or any time prior to by agreement of the parties and at such time the home shall be placed for sale with a mutually agreed upon listing agent and after deduction of commissions and expenses the parties shall split the remaining proceeds equally. Wife may file a Motion at any time Wife is financially unable to maintain payment on said property for the sale of the property. The parties acknowledge and agree that until the home is sold, the Wife shall pay the first mortgage and second mortgage, taxes and insurance and she shall have exclusive possession until such time as the property is sold.

If the house is not sold within ninety (90) days after the house is placed on the market, either party may file a Motion with the Court to auction said property. Parties further agree that Wife or Husband may refinance and purchase the other party's equity from said home. The parties agree that any expenses incurred on the residence over Two Hundred ($200.00) Dollars, shall be split equally by the parties.

Wife agrees to divest any interest or title she may have in the two (2) burial plots at Springhill Cemetery, Section 17 and title shall be vested solely in the Husband.

9. **MARITAL DEBTS**.

It is agreed by and between the parties that the Husband shall be solely responsible for any debts that he has acquired in his name, except those specifically related to in this agreement and he shall indemnify and hold the Wife harmless thereon.

It is likewise agreed by and between the parties that the Wife shall be solely responsible for any debts that she has acquired in

her name, except those specifically related to in this agreement and she shall indemnify and hold the Husband harmless thereon.

**10. ALIMONY.**

The parties agree that neither party is entitled to alimony.

**11. NO FURTHER ENCUMBRANCES.**

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

**12. TRUST FUNDS.**

It is agreed by and between the parties that one (1%) percent of the net proceeds from the lawsuit, **Wayland Mosley v. Metro Government of Nashville and Davidson County and H. J. C. America, Inc., 98C-876**, shall go to the children for educational funds, which will be placed in Trust and used for the education of the minor child and the emancipated child, Lena Mosley. If the said minor child and Lena Mosley does not attend college or a trade school, then said proceeds revert back to the Husband, Wayland Mosley.

**13. TAX RETURN AND TAX DEDUCTION.**

It is agreed by and between the parties that they will file a separate tax returns for the year 1998

It is further acknowledged and agreed by and between the parties that the Wife shall be allowed to claim the child on her income tax as a tax deduction and the Husband agrees to execute any and all documents with the Internal Revenue Service to effectuate the Wife's ability to claim the minor child as a tax deduction.

It is further acknowledged and agreed that they will seek independent tax advice and that they have not been given tax advice by their respective counsel. Parties agree they owe Internal Revenue Service One Thousand Four Hundred ($1,400.00) Dollars for back taxes and the parties will split this debt equally until paid in full.

14. **ATTORNEY FEES.**

It is agreed by and between the parties that they shall pay their own attorney fees for representation in this matter.

15. **COURT COSTS.**

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband and Wife, equally for which execution may issue, if necessary.

16. **FURTHER NECESSARY ACTS.**

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

17. **ESTATE WAIVER.**

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support 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 others property, including without limitation, dower, courtesy, 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/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

18. **ENTIRE AGREEMENT.**

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution

Agreement may not be amended except in writing by the consent of both parties.

19. **ENFORCEMENT**.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

20. **NO OTHER ASSETS**.

It is further agreed by the parties that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

21. **NO UNDUE INFLUENCE**.

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.

22. **SEVERABILITY**.

In the event that 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 provisions being severable.

23. **AFTER-ACQUIRED PROPERTY**.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after acquired property

as his or her sole property, free and clear of any interest or claim of the other.

WITNESS OUR HANDS, this 25th day of June, 1998 as to the Wife, and this 25th day of June, 1998 as to the Husband.

WAYLAND BRUCE MOSLEY

BRENDA MARIE MOSLEY

STATE OF TENNESSEE)
COUNTY OF Davidson )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared WAYLAND BRUCE MOSLEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged he executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

Witness my hand and seal this 25th day of June, 1998.

Linda M. Hiter
NOTARY PUBLIC

My Commission Expires: 1/30/99

STATE OF TENNESSEE)
COUNTY OF Davidson )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared BRENDA MARIE MOSLEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged she executed the foregoing instrument for the purposes therein contained, by signing her name thereto.

Witness my hand and seal this 25th day of June, 1998.

Ann E. Miller
NOTARY PUBLIC

My Commission Expires: Jan 26, 2002

2. The current addresses of the parties are as follows:

Brenda Marie Mosley
4873 Shasta Drive
Old Hickory, TN 37138



Wayland Bruce Mosley
4755 Andrew Jackson Pkwy.
Hermitage, TN 37076

3. That the costs of this cause, shall be taxed to the Husband and Wife equally, for which execution may issue if necessary.

ENTERED this the 8th day of July, 1998.

MURIEL ROBINSON, JUDGE

**APPROVED FOR ENTRY:**

LARRY H. HAGAR #11275
Attorney for Plaintiff
214 Third Avenue, North
Nashville, TN 37201
(615) 244-2070

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Final Decree of Divorce has been forwarded by U.S. Mail, postage pre-paid, to:

Greg King, Attorney at Law
222 Second Avenue, North
Suite 360-M
Nashville, TN 37201

on this the 8 day of June, 1998.

Larry H. Hagar

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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 FOURTH Circuit Court for Davidson County, Tennessee, on the 08 day of JULY , 19 98 , in the Case Number 98D226 between MOSLEY, BRENDA MARIE Plaintiff, and MOSLEY, WAYLAND BRUCE Defendant, as same remains of record in Book 283C , Page 2208 of the Minutes of said Court.

5264 07/20 0101 03CHECK 58.00

**IN TESTIMONY WHEREOF,** I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 15 day of JULY in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk

SEAL

PICK-UP

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IDENTIFICATION REFERENCE