2024/41

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CARMEN Y. MOORE,

Plaintiff,

vs.

RALPH VICTOR MOORE,

Defendant.

No. 90D-4185

FINAL DECREE

This cause came on to be heard on the 11th day of December, 1991, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the wife's complaint for absolute divorce based on the grounds of irreconcilable differences; a Marital Dissolution Agreement having been heretofore entered into between the parties; and, upon hearing statements of counsel for the wife, testimony of the wife and the entire record as a whole, the Court finds that the parties have irreconcilable differences in their marriage;

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that the wife, Carmen Yvette Moore, is hereby awarded an Absolute Divorce from the husband on the grounds of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT FURTHER APPEARS TO THE COURT that the parties hereto have made adequate and sufficient provisions by written agreement for the equitable settlement between the parties and the support and maintenance of the parties minor child. Child support set herein meets the federal guidelines for support based on the husband income at the time of hearing of this divorce. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

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FELIX ... REGISTER
DAVIDSON COUNTY, TN.
04814 35
... & REFERENCE
PICK-UP

GEORGE C. ... CLERK

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Carmen Yvette Moore, (hereinafter referred to as ~~"Wife")~~ and Ralph Victor Moore, (hereinafter referred to as "Husband"), in Nashville, Davidson County, Tennessee, subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

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

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that the Wife has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 90D-4185, which action is pending.

2. Custody. The parties agree that the Wife shall have exclusive care, custody and control of the parties minor child, Carla Camille Moore, born July 26, 1985.

RECORDERS MEMO
...BILITY OF WRITING, TYPING OR
...NTING IN THIS DOCUMENT
...ATISFACTORY WHEN RECEIVED

3. Visitation. The Husband shall have visitation with the child on an alternate weekend basis. The minor child shall be picked up on Friday night at 6:00 p.m. and returned the following Sunday night at 6:00 p.m.

4. Child Support. Husband shall pay One Hundred Dollars ($100.00) per week as child support to be paid through the husband's Chapter 13 Bankruptcy bearing case number 391-08319 in the United States Bankruptcy Court for the Middle District of Tennessee. Said support shall be disbursed through the Circuit Court Clerk's office with the clerks' usual five (5%) percent commission for a total weekly payment of One Hundred Five Dollars ($105.00). The clerk shall release the payments to the wife at the following address:

Ms. Carmen Moore
3016 Stokers Lane
Nashville, TN 37218

The child support amount is within the federal guidelines for support based on the husband's income. Unless specifically ordered by the Court, this amount shall not be reduced or prorated.

5. Health Insurance. Husband shall maintain major medical insurance on the minor child. The husband shall be responsible for all costs not covered by said insurance, including but not limited to, the deductible and all medical, mental health, eyecare, dental, ophthalmology, orthodontic and other reasonable expenses incurred by the minor child. Payments owed by the husband over the insurance coverage available are due and payable within thirty (30) days of demand of same.

6. Joint Debts. Each party shall assume any debt solely in her or her own name and shall hold the other party harmless thereon. The husband shall be responsible for the

payment of the debts to Goodyear Service Center (Account Number 7753010054539278) and I.T.T. Financial Services (Loan Number 68358389). The wife shall be held harmless for any debts incurred jointly or severally for which husband is responsible. Said debts are addressed specifically in paragraph 19 below.

7. Personal Property. All personal property has been divided between the parties prior to the execution of this agreement. All property shall be the property of the party in possession to be theirs in fee simple absolute.

8. Automobiles. Husband shall receive possession of the 1987 Ford Bronco to be delivered to his on December 12, 1991. The husband shall receive possession and shall hold the wife harmless from any and all liability resulting from his use and operation thereof. The husband shall assume any outstanding indebtedness on the vehicle and the wife shall be held harmless.

9. Real Property. The husband shall receive in fee simple all rights, title and interest the wife may have in real property located at 4063 Fairmeade Drive, in Nashville, Davidson County, Tennessee. The husband shall do whatever necessary to have the wife's name removed from the present mortgage owed on said property. The property is described in words and figures as follows:

> LAND in Davidson County, Tennessee, being Lot No. 259 of the plan of Haynes Estates, Section 6, of record in Book 4300, Page 87, of the Register's Office for said county, to which plan reference is hereby made for a more complete and detailed description of said lot.
>
> BEING the same property conveyed to Ralph Victor Moore and wife, Carmen Yvette Moore, of record in Book 7197, Page 166, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to any and all existing easements, restrictions, and building setback lines of record.
>
> This is improved property known as 4063 Fairmeade Drive,

Nashville, Tennessee 37218.

10. Court Costs. Any court costs incurred as a result of the pending action for absolute divorce shall be paid by the husband, for which let execution issue, if necessary.

11. Attorney fees. Each party shall be responsible for the payment of their own respective attorney fees as incurred in the hearings incident to the final decree of divorce.

12. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

13. Further Assurances. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purpose of this Agreement.

14. Incorporation. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement or any provision thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions

thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

15. Integration. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

16. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any terms by either party shall have no effect on any other term.

17. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other party; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

18. Voluntary Agreement. It is further understood and

agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

19. Alimony in Solido. The wife shall receive a judgement in the amount of One Thousand Two Hundred Fifty Nine and 38/100 Dollars ($1,259.38) representing arrearages under the pendente lite order.

The husband shall pay through his Chapter 13 bankruptcy plan Case No. 391-08319 the debts owed to Goodyear Service Center (Account Number 7753010054539278) and I.T.T. Financial Services (Loan Number 68358389). Both parties agree not to incur any further charges on either of these accounts.

20. Non-Dischargeability. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party.

12/11/91
DATE

CARMEN YVETTE MOORE

12/11/91
DATE

RALPH VICTOR MOORE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 11th day of December, 1991, before me, the undersigned Notary Public, personally appeared CARMEN YVETTE MOORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the written instrument and acknowledge that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Vickie L Corbett
NOTARY PUBLIC

My Commission Expires: 5/20/92

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 11th day of December, 1991, before me, the undersigned Notary Public, personally appeared RALPH VICTOR MOORE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the written instrument and acknowledge that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Vickie L Corbett
NOTARY PUELIC

My Commission Expires: 5/20/92

IT IS ORDERED, ADJUDGED and DECREED that all provisions of the said Marital Dissolution Agreement are hereby approved and made the Judgement of the Court.

IT IS ORDERED that the final costs of this cause shall be assessed against the husband, for which let execution issue, if necessary.

The current addresses of the parties are as follows:

Carmen Y. Moore
3016 Stokers Lane
Nashville, TN 37218

Ralph V. Moore
4063 Fairmeade Drive
Nashville, TN 37218

ENTER this the 11th day of December, 1991.

Muriel Robinson Rice

HONORABLE MURIEL ROBINSON RICE,
Judge of the Fourth Circuit
Court for Davidson County, TN

PREPARED FOR ENTRY BY:

Vickie Corbitt

Vickie Corbitt
Attorney for Carmen Y. Moore
211 Third Avenue North
Nashville, TN 37201
(615) 254-4554
Supreme Court No. 11429

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has hand delivered to Mr. Ralph V. Moore on this the 11th day of December, 1991.

Vickie Corbitt

Vickie Corbitt

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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 11 day of DECEMBER , 19 91 , in the Case Number 90D4185 between MOORE, CARMEN Y Plaintiff, and MOORE, RALPH VICTOR Defendant, as same remains of record in Book 202A , Page 00413 of the Minutes of said Court.

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IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 09 day of JANUARY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

