262C/96

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

96 NOV -5 AM 8:50

RICHARD R. ... CLERK

D.C.

RENTONIA JENICE MOORE,

Wife,

vs.

LEONARD (NMN) MOORE,

Husband.

No. 95D-2066

BOOK 11721 PAGE 549

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 16th and 18th days of July, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Wife's Complaint for Divorce, the Husband's Counter-Complaint for Divorce, the respective Answers thereto, upon the testimony of the parties and their witnesses, statements of counsel, and the record as a whole, from all of which the Court finds that the Wife, Rentonia Jenice Moore, is entitled to an absolute divorce on the grounds of the Husband's inappropriate marital conduct and that it should be and therefore is,

ORDERED, ADJUDGED and DECREED as follows: 5236 10/29 0101 03CHECK 30.00

1. That the Wife, Rentonia Jenice Moore, is hereby granted an absolute divorce from the Husband, Leonard Moore, and the parties are hereby restored to all the rights and privileges of unmarried persons, and the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

2. Sole custody of the parties' minor children is awarded to the Wife.

3. The Husband is awarded visitation with the minor children every other weekend from Friday at 6:00 p.m. to return the minor children to daycare on Monday morning.

Husband shall further have, as summer visitation, the entire month of July each year with Wife to have visitation with the minor children in July on the middle weekend, with the middle weekend to be counted as the third weekend counting from the first weekend of July which includes a Friday, Saturday and Sunday and Wife's middle weekend visitation shall be from 6:00 p.m. Friday to returning the children to daycare on Monday

96 OCT 29 AM 8:31

RICHARD R. ... CLERK

D.C.

06516655

... REFERENCE

morning. Wife shall have the right of two (2) full weeks of summer visitation with the minor children free of Husband's visitation rights.

4. The Husband is hereby prohibited and enjoined from coming about the Wife's place of employment for any reason whatsoever.

5. Except for Husband's July summer visitation period, Husband shall pay child support to Wife in the amount of $810.00 per month with the first payment due July 15, 1996, payable by Wage Assignment through Husband's employment at the rate of $186.92 per week plus the Clerk's lawful fee of 5% ($9.35) for a total weekly wage assignment payment of $196.27. Husband shall pay $675.00 for the month of July each year, payable at $155.77 per week plus the $7.79 Clerk's fee for a total of $163.56 per week for each week in July.

The Clerk's office is hereby instructed to issue a Wage Assignment Order to Husband's employer:

Bridgestone/Firestone, Inc.
Human Resources Department
P.O. Box 3000
Lavergne, TN 37086

to effectuate the Wage Assignment ordered in this Decree.

Wife's address is as follows:

1453 Tempany Court
Nashville, TN 37207

Husband's address is as follows:

5353 Cane Ridge Road, #1113
Antioch, TN 37013

Until such time as deductions begin from Husband's check, Husband shall pay the weekly payments to the Clerk of Court if the Decree has been entered, and in the event the Decree has not been entered, he shall pay the weekly child support direct to Wife and Wife shall give him a receipt, which receipt he shall file with the Clerk's office once the Decree is entered so that Husband may receive credit for child support payments made outside the Clerk's office.

No action by the parties will be effective to reduce child support after the due date of each payment, and Court approval

must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this Order.

6. The Court shall review the child support in January, 1997.

7. Husband is hereby ordered to maintain health insurance on the parties' minor children and to pay all healthcare expenses not covered by insurance to include the following: medical, eyecare, dental, nursing, and hospital expenses not paid by insurance, including the cost of medicines, drugs, hospital, dental, ophthalmology, eyeglasses, contact lenses, and orthodontry for said children. Wife's counsel shall be permitted to prepare a Qualified Medical Child Support Order to effectuate this provision.

8. Husband shall pay to the appropriate entity at his employment, on a monthly basis, the sum of $185.00 per month as the COBRA premium to maintain Wife on his group health insurance for a period of six (6) months or until such time as Wife is able to obtain health insurance through her employment, whichever occurs sooner. Wife shall immediately notify the Court and Husband when she is covered with health insurance through her employment. She shall take immediate steps to obtain such coverage.

9. Wife is hereby awarded the parties' jointly-owned real estate as her sole property, subject to the equity interest of the Husband if the Court assesses same. Said real estate is located at 1453 Tempany Court, Nashville, Davidson County, Tennessee, and is more fully described as follows:

> Land in Davidson County, Tennessee, being Lot No. 109 on the Plan of Bellshire Terrace, Section Two, as of record in Book 6250, page 674, 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 Bob Potter Company, by deed from John B. Gibbs and Chester Melvin, of record in Book 6941, page 920, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Leonard Moore and wife, Rentonia J. Moore, by deed from Bob Potter Company, of record in Book 7234, page 677, Register's Office for Davidson County, Tennessee.

Husband is hereby divested of all his right, title, and interest in and to the above-described real estate and the same is vested in Wife subject to any interest of Husband if assessed by the Court at a later hearing.

10. The Court hereby orders Husband to obtain an appraisal of the said real estate by an appraiser to be appointed by the Court. The Court hereby appoints J. Donald Turner & Ass., Turner Professional Bldg., 5100 Linbar Drive, Suite 100, Nashville, TN 37211 (615)831-2727 to appraise the real property known as 1453 Tempany Court, Nashville, Tennessee. The cost of said appraisal shall be Husband's sole responsibility.

11. Wife is hereby awarded her pension and annuities as her sole property, free of all claims of Husband in consideration of her contribution in maintaining and preserving the equity in the marital residence.

12. The household goods and furnishings shall be divided as requested by Wife in her Proposed Division of Marital Property except that the china, silver and crystal shall be divided equally between the parties.

13. The debts shall be divided as follows:

DEBTS

Wife	Husband
$ 50 - Dr. Caple (Wife's OB-GYN)	Visas (used by Husband)
988 - Castner Knott (used by Wife)	Mastercard (used by Husband)
900 - Credit Union	Sears
388 - J.C. Penney	Baptist Healthcare (for children's care when Husband let their insurance lapse)
1,500 - Metro Credit Union	
226 - Speigel	
205 - Bailey Banks & Biddle	

14. The Husband is awarded the 1993 Explorer in his possession. Husband shall be solely responsible for making the payments on said vehicle and in the event he misses a payment, the vehicle shall immediately be sold.

15. The Wife is hereby awarded a judgment against the Husband in the amount of $3,578.40 for child support arrearage. The Court reserves judgment as to how this sum shall be paid to

Wife pending the appraisal of the parties' jointly-owned real estate.

16. Husband shall maintain the following life insurance policies on his life and shall make and maintain Wife as sole beneficiary of both policies for so long as she has custody of the minor children or until the children reach their majority, whichever occurs sooner:

Armed Forces Benefit Association
909 N. Washington Street
Alexandrea, VA 22314-1556
$200,000.00

Bridgestone/Firestone
Human Resources Department
P.O. Box 3000
Lavergne, TN 37086
$93,000.00

Husband shall provide proof of having named Wife as beneficiary of both life insurance policies within thirty (30) days of entry of this Final Decree of Divorce by filing said proof with the Court and providing it to Wife's counsel.

17. Husband is hereby ordered to pay to Wife the sum of $3,000.00 toward her attorney fees, for which judgment execution may issue.

19. The Court hereby finds that Husband is in willful contempt of Court for his failure to pay child support as ordered, but no punishment shall issue.

20. The Court will hold a hearing to determine the Husband's equity in the real estate, if any, at a later date upon entry of the property appraisal.

21. Court costs are hereby assessed against Husband.

Enter this 5th day of Nov, 1996.

JUDGE

APPROVED FOR ENTRY:

BRUCE, WEATHERS, CORLEY, DUGHMAN & LYLE

MARY FRANCES LYLE
Attorney for Wife
First American Center, 20th Floor
315 Deaderick Street
Nashville, Tennessee 37238-2075
Telephone: (615) 244-5432
Supreme Court No. 6895

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed, postage prepaid, to Clark Shaw, Attorney for the Husband, 2525-A Lebanon Road, Nashville, Tennessee 37214, on this 31st day of October, 1996.

MARY FRANCES LYLE

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 05 day of NOVEMBER , 19 96 , in the Case Number 95D2066 between MOORE, RENTONIA JENICE Plaintiff, and MOORE, LEONARD (NMN) Defendant, as same remains of record in Vol. 262C , Page 1964 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 05 day of NOVEMBER in the year one thousand nine hundred and ninety-six and in the 224th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By B. Rawls
Deputy Clerk