FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK

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| **LARRY DEAN MOYERS,** **Plaintiff/Husband** | ] | |
| **vs.** | ] | **Docket No. 07D-2634** D.C. |
| **KIMBERLY GALE MOYERS,** **Defendant/Wife** | ] | |

## FINAL DECREE OF DIVORCE

This cause came on to be heard upon the 22nd day of January, 2008, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Husband's Complaint for Absolute Divorce, oral motion to amend, expiration of the statutory waiting period, execution by the parties of a Marital Dissolution Agreement, testimony of the Husband in open court, statement of counsel for the Husband, and the entire record. From all of which, the Court finds that the motion should be granted and that the Complaint should be amended in Paragraph 1 to show the Husband's place of birth as Tennessee. The Court further affirmatively finds that the Marital Dissolution Agreement provides for the fair and equitable division of the property and debts of the parties and that it should be approved and made the Order and Judgment of the Court.

It is therefore ORDERED, ADJUDGED AND DECREED that the Husband, Larry Dean Moyers, should be and is hereby granted an absolute divorce from the Wife, Kimberly Gale Moyers, upon the grounds of Irreconcilable Differences, and that he should be and is hereby restored to all of the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the Husband's Complaint is amended in Paragraph 1 to show that his place of birth was Tennessee.

Davidson County DEEDDIV
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It is further ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties, is hereby adopted in its entirety as the Order of this Court, and more particularly set out as follows, to wit:

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D.C.

# MARITAL DISSOLUTION AGREEMENT

WHEREAS, Kimberly Gale Moyers, hereinafter referred to as the "Wife," and Larry Dean Moyers, hereinafter referred to as the "Husband," have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, 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, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Husband in the Circuit Court for Davidson County, Tennessee, to which reference is specifically made; and,

WHEREAS, it is understood that the Wife, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and,

WHEREAS, there are no minor children born of this marriage and none are expected; and,

WHEREAS, the Husband owns some real property located in Davidson County, Tennessee, but no other, and both parties own some items of personal property;

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

I. 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.

II. 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.

III. PERSONAL PROPERTY.

(A) Vehicles. The parties agree that the Wife shall own as her sole property the 2005 Nissan Xterra automobile which she currently drives as her vehicle, free and clear of any right, title or interest of the Husband. The Wife agrees to be solely responsible for, and to indemnify and hold the Husband harmless from, any liability for the encumbrance on this vehicle.

It is further agreed by and between the parties that the Husband shall own as his sole property the 1964 Chevrolet Chevelle automobile which he currently drives as his vehicle, free and clear of any right, title or interest of the Wife. The parties acknowledge that this vehicle is unencumbered.

(B) Household Furniture, Fixtures & Appliances. The parties agree that the Wife shall own as her sole property the household goods, clothing and personal effects in her possession. All other household furniture, fixtures and appliances owned by the parties shall be and become the sole property of the Husband, free and clear of any right, title or interest of the Wife.

(C) Bank Accounts. It is agreed that each party shall own as his or her sole property all funds on deposit in any and all bank accounts, being checking, savings or otherwise, that each party has in his or her sole name. The parties acknowledge that they have no joint bank accounts.

IV. REAL PROPERTY.

It is agreed by and between the parties that the Wife shall relinquish any interest whether titled or untitled, legal or equitable, that she might have in the real property owned by the Husband prior to the marriage and located at 4824 Big Horn Drive, Old Hickory, Davidson County, Tennessee, and more particularly described below. Any interest of the Wife in the aforesaid property shall be and is hereby divested from her and reinvested in the Husband so that he shall own this property free and clear of any right, title or interest of the Wife. The property is more particularly described as follows:

> Land in the Davidson County, Tennessee.
>
> BEING Lot No. 7 on the Plan of Sherwood Forest, Section 1, a plat of which is of record in Book 4175, Page 153, Register's Office for said county, and to which reference is hereby made for further description of said property.
>
> Said Lot No. 7 fronts 92 feet on the westerly margin of Big Horn Drive, and measures 211.69 feet on the northerly line and 185.61 feet on the southerly line to a line in the rear which measures 108.75 feet thereon.
>
> BEING the same property conveyed to Larry Dean Moyers and wife, Gina L. Moyers herein in Book _____, Page _____, Register's Office for Davidson County, Tennessee and from Gina L. Moyers to Larry Dean Moyers by Quitclaim Deed dated January 5, 1992 of record in Book 8547, Page 910, Register's Office for Davidson County, Tennessee.

V. DEFERRED INCOME AND RETIREMENT BENEFITS.

The parties acknowledge that the Husband has acquired an interest in certain deferred income and/or retirement benefits as a result of his employment prior to and during the marriage. The Wife agrees to and does hereby relinquish any right, title or interest that she might have in those benefits of the Husband, so that he shall own his retirement benefits as his sole property, free and clear of any right, title or interest of the Wife.

VI. HEALTH INSURANCE

The Wife hereby acknowledges receipt of the Notice Regarding Insurance Coverage of Spouses, pursuant to TCA § 56-7-2366. The parties agree that from and after entry of the Final Decree of Divorce in this cause, they shall each pay and be solely and separately responsible for their individual health insurance coverage and costs.

VII. MARITAL DEBTS.

It is agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VIII. ALIMONY.

It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

IX. 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.

X. ATTORNEY FEES.

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

XI. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed to the Husband.

XII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties shall be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. NO OTHER ASSETS.

The parties acknowledge 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.

XVIII. 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.

XIX. 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.

XX. 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 right, title or interest of the other.

XXI. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXII. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

XXIII. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

WITNESS OUR HANDS, this 18 day of December, 2007, as to the Wife, and this 25th day of September, 2007, as to the Husband.

Kimberly Gale Moyers
WIFE: KIMBERLY GALE MOYERS

Larry Dean Moyers
HUSBAND: LARRY DEAN MOYERS

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, the Wife: Kimberly Gale Moyers, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 18 day of December, 2007.

Jason Hulse
NOTARY PUBLIC

My Commission expires: Nov 14, 2009

JASON HULSE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires NOV. 14, 2009

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STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, the Husband: Larry Dean Moyers, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 25th day of September 2007.

Donna G. Scott
NOTARY PUBLIC

DONNA G. SCOTT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission expires: MY COMMISSION EXPIRES: May 23, 2009

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause should be and are hereby taxed to the Husband, for which let execution issue, if necessary.

ENTER this 22nd day of January, 2008.

HON. MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

**WILLIS & KNIGHT, PLC**
By:

MARY ARLINE EVANS No. 12067
Attorney for the Husband, Larry Moyers
215 Second Avenue North
Nashville, TN 37201
Telephone : [615] 259-9600
Facsimile : [615] 259-3490

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Final Decree of Divorce has been placed in the United States mail, first-class, postage pre-paid addressed to: Kimberly Gale Moyers, Pro Se, at: 2131 Elm Hill Pike, Apt. B-35, Nashville, TN 37210 this 22nd day of January, 2008.

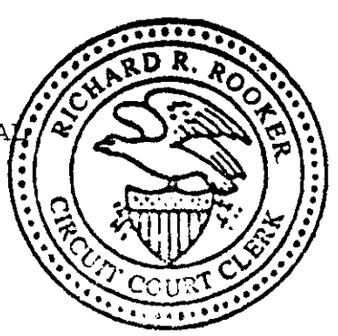
MARY ARLINE EVANS

**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 22 day of JANUARY , 2008 , in the Case Number 07D2634 between MOYERS, LARRY DEAN Plaintiff, and MOYERS, KIMBERLY GALE Defendant, as same remains of record in 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 04 day of FEBRUARY in the year two thousand eight and in the 231st year of American Independence.

SEAL




**RICHARD R. ROOKER,** Clerk,

By _____ Deputy Clerk