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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOANNE HARDY MOORE,)
)
Complainant,)
)
vs.) No. 93D-1302
)
LINNEY GINO MOORE,)
)
Defendant.)

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D.C.

FINAL DECREE

This cause came on to be heard on the 9th day of February, 1994, before the Honorable Thomas C. Binkley, Special Judge for the Fourth Circuit Court for Davidson County, Tennessee upon the original Complaint for Divorce filed herein, Answer and Counter-Complaint, Petition for Contempt, stipulation of the parties as to grounds pursuant to T.C.A. 36-4-129, stipulation of the parties as to custody and division of personal property and automobiles, testimony of the parties in open Court and statement of counsel, from all of which the Court finds as follows:

That pursuant to T.C.A. 36-4-129, each of the parties shall be awarded a divorce and each of the parties shall be restored to all the rights and privileges of unmarried persons.

That the parties have stipulated that the Complainant Joanne Hardy Moore, shall be awarded the absolute custody, care and control of the parties' two minor children to wit: Linney Gino Moore, II - date of birth 7/9/85 and LaMont Griffin Moore - date of birth 2/11/90.

That the Defendant Linney Gino Moore, shall be awarded visitation with the minor children as follows:

Every other weekend from 6:00 p.m. Friday evening until 6:00 p.m. Sunday evening.

Alternate major holidays which the Court finds to be New Year's Day, Easter Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving, with said holidays beginning at 6:00 p.m. the day preceding the holiday and continuing until 6:00 p.m. the day of the holiday. In even numbered years the Defendant will have the children for New Year's Day, Memorial Day, and Labor Day and the Complainant shall have the minor children for Easter Day, Fourth of

July, and Thanksgiving Day. This visitation schedule shall reverse in odd numbered years.

That the Defendant shall be awarded one week at Christmas time commencing on December 17th at 6:00 p.m. and continuing until December 24th at 9:00 p.m. in odd numbered years with the Complainant having the minor children from 9:00 p.m. Christmas Eve until December 31st at 6:00 p.m. and said schedule being alternated in even numbered years.

That the Complainant shall have the minor children on Mother's Day every year and the Defendant shall have the minor children on Father's Day every year.

That the Defendant shall have two (2) weeks of uninterrupted visitation in the summer months and shall advise the Complainant in writing by May 1st of each year of the dates of his visitation.

The above specified holiday visitation shall always take precedent over the alternate weekend visitation.

That each of the parties shall be **enjoined** and **restrained** from coming about the other for the purpose of physically or verbally abusing the other, threatening the other or harassing the other in any manner whatsoever, wherever they may be, in person or by telephone, at work or at home.

That the Complainant Joanne Hardy Moore is **enjoined** and **restrained** from coming outside the house when the Defendant arrives to pick up or return the minor children for visitation purposes. Each of the parties is **enjoined** and **restrained** from making any statement or comment to the other during the pick up or return of the minor children for visitation, and the Complainant shall have the minor children ready at the appropriate time.

That both parties are **enjoined** and **restrained** from making derogatory comments about the other party in the presence of the minor children or attempting to alienate their affections from the other parent, or from allowing any third party to make derogatory comments or attempt to alienate the affections of the minor children from the other parent.

That the Defendant Linney Gino Moore has monthly gross income

in the amount of three thousand two hundred and eighty-six dollars and sixty-two cents ($3,286.62) per month and shall pay child support in the amount of seven hundred and seventy-two dollars ($772.00) per month with said payments being due and payable the first day of each month with the first payment to be due April 1, 1994.

That the Defendant Linney Gino Moore shall keep the minor children covered by major medical insurance.

That each of the parties shall pay one-half of any and all medical expenses not covered by the above described major medical insurance.

That the Complainant Joanne Hardy Moore shall be awarded as rehabilitative alimony, the sum of three hundred dollars ($300.00) per month for a period of six (6) months with the first payment to be due and payable on April 15, 1994, and the fifteenth day of each month thereafter and shall terminate after a final payment due on September 15, 1994, in the amount of three hundred dollars ($300.00) for a total payment of eighteen hundred dollars ($1,800.00).

That the Court finds the Complainant's one-half interest in the marital business known as Package Plus, Inc. has a value of $3,000.00. That the Defendant shall purchase the Complainant's interest for said amount and the Complainant, Joanne Hardy Moore, is hereby awarded a judgement against the Defendant, Linney Gino Moore in the amount of $3,000.00 to be paid at the rate of $250.00 per month with said payments to be due and payable on the 15th day of each month beginning April 15, 1994 until paid in full.

That the Defendant, Linney Gino Moore, is awarded all right, title and interest in and to the business known as Package Plus, Inc. and the Complainant is divested of any right, title or interest therein and all interest shall vest solely in the Defendant. The Defendant shall be responsible for all debts and obligations of the aforesaid corporation and shall hold the Complainant harmless thereon.

That the Complainant Joanne Hardy Moore shall be awarded all

right, title and interest in the marital residence located at 1228 Jackson View Road, Hermitage, Tennessee 37076, and the Defendant shall be divested of any right, title or interest therein.

That each of the parties shall be awarded all household furniture, furnishings and appliances now in their possession free and clear of any claim of the other party.

That the Complainant Joanne Hardy Moore shall be awarded the 1984 Buick Riviera automobile now in her possession which is paid for and the Defendant shall be divested of any right, title or interest therein.

That the Defendant Linney Gino Moore shall be awarded the 1988 Ford Bronco II automobile now in his possession and shall be responsible for any outstanding indebtedness on said vehicle and shall hold the Complainant harmless thereon.

That each of the parties will be awarded their own checking or savings accounts free from any claim of the other.

That each of the parties are responsible for any debts incurred in his or her name and shall hold the other party harmless thereon.

That the Defendant is in technical contempt of the Orders of this Court for failure to keep the marital residence from foreclosure but the Court has determined that no punishment will be accessed on this occasion.

That the Complainant shall be awarded her reasonable attorney's fees in the amount of one thousand dollars ($1,000.00) and attorney Nathaniel Koenig is therefore awarded a judgment against the Defendant in said amount to be paid in reasonable installments.

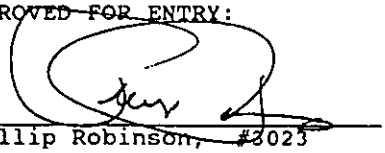
That the Defendant shall pay the costs of this cause for which execution should issue, if necessary.

It is accordingly so ORDERED, ADJUDGED and DECREED.

This the 12th day of April, 1994.

Thomas A. Brindley
JUDGE

APPROVED FOR ENTRY:



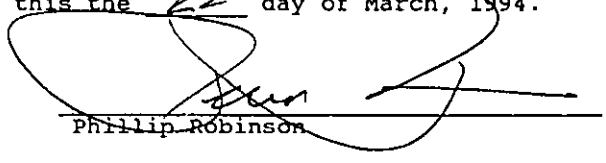
Phillip Robinson, #3023
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615/242-5453



Nathaniel H. Koenig, #10252
Attorney for Complainant
150 Second Avenue, North
Suite 300
Nashville, Tennessee 37201-1902

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and exact copy of the foregoing Final Decree to Nathaniel Koenig, Attorney for Complainant, Suite 300, 150 Second Avenue, North, Nashville, Tennessee 37201-1902, on this the 22nd day of March, 1994.



Phillip Robinson

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 18th day of Apr. 1, 1994 in the Case Number 93D1302 between MOORE, JOANNE HARDY ET.AL Plaintiff, and MOORE, LINNEY GINO I 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 22 day of NOVEMBER in the year two thousand thirteen and in the 237th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk