# 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 THIRD Circuit Court for Davidson County, Tennessee, on the 07 day of MAY, 2019, in Docket Number 18D978 between MOORE, SANDRA S., Plaintiff, and MOORE, JOHN EDWIN III, Defendant, as same remains of record in the Minutes of said Court.*

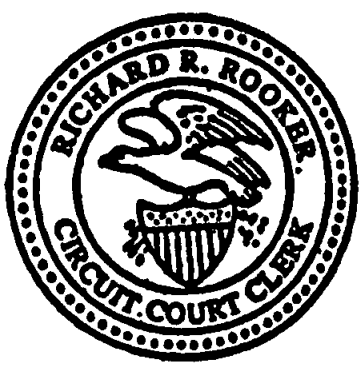
*IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 20 day of MAY in the year two thousand nineteen and in the 242nd year of American Independence.*

*RICHARD R. ROOKER, Clerk,*

*By:* _____

*Deputy Clerk*

[SEAL]




Karen Johnson Davidson County
Batch# 233557 DEEDDIV
05/23/2019 11:07:18 AM 17 pgs
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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED

2019 MAY -7 AM 11:54

RICHARD R. ROOKER, CLERK

D.C.

SANDRA S. MOORE,

Plaintiff/Wife,

vs.

JOHN EDWIN MOORE III,

Defendant/Husband.

No. ~~18D-2062~~ 18D978

**FINAL DECREE**

This cause came on to be heard on this the 7th day of May, 2019, before the Honorable Phillip Robinson, Judge of the Third Circuit Court of Davidson County, Tennessee, upon the Complaint for Divorce filed by Wife on May 31, 2018 alleging Irreconcilable Differences as the grounds for divorce, and the parties' Marital Dissolution Agreement signed by Husband on April 11, 2019 and Wife on April 15, 2019. More than sixty (60) days have elapsed since the filing of the Complaint for Divorce in this case. From the Complaint and the Marital Dissolution Agreement signed by both parties, and upon the entire record in this cause, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff/Wife, SANDRA S. MOORE, be and is hereby granted an absolute divorce from Defendant/Husband, JOHN EDWIN MOORE III, on the grounds of Irreconcilable Differences, as set forth in Section 36-4-101 (14), Tennessee Code Annotated.

The Court affirmatively finds that there are no minor children born to or adopted of this marriage, and none is expected, and by written agreement the parties have made provisions for the equitable settlement of any property rights existing between them. The Court approves the Marital Dissolution Agreement signed by both parties and the same is hereby incorporated by reference in full and is specifically made a part of this final Decree as follows.

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RICHARD R. ROOKER, CLERK

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

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|---|---|---|
| SANDRA S. MOORE, | ) | |
| | ) | |
| Plaintiff/Wife, | ) | |
| | ) | 978 |
| vs. | ) | No. 18D-~~2062~~ |
| | ) | |
| JOHN EDWIN MOORE III, | ) | |
| | ) | |
| Defendant/Husband. | ) | |

## MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between SANDRA S. MOORE of Davidson County, Tennessee, hereinafter referred to as "Wife" and JOHN EDWIN MOORE III of Davidson County, Tennessee, hereinafter referred to as "Husband".

## WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife and have been separated since May 2018 and,

WHEREAS, said separation resulted from irreconcilable differences between the parties and they are not now living together as Husband and Wife; and,

WHEREAS, the parties hereto are mutually desirous of adjusting all issues in said action relative to division of property and debts; and,

WHEREAS, the parties are presently engaged in an action in the Third Circuit Court for Davidson County, No. 18D-978, seeking among other things a dissolution of their marriage; and,

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and,

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WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and,

WHEREAS, Wife is represented by Kamie L. Hefner, and Husband is represented by Caroline G. Beauchamp and the law firm of McCarter & Beauchamp, PLLC, and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter contained, the parties do mutually agree as follows:

1. **MUTUAL UNDERSTANDING:**

That each of said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this agreement, and all of the obligations contained herein, and that each of said parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of said parties now has or might hereafter or otherwise have toward the other. This Agreement is not made in collusion with each other, and it is understood that in the case of a divorce on fault grounds, proof must be presented to the Court of those grounds sufficient to establish the merits of the claim.

2. **NO INTERFERENCE:**

Each party shall be free from the interference, authority and control, either directly or indirectly, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

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3. **WAIVER OF SERVICE:**

Husband is aware that this divorce action is on file in the Third Circuit Court for Davidson County, No. 18D-978, and he has received a copy of Wife's Complaint for Divorce. Husband waives further service and waives filing an answer.

4. **DIVORCE:**

Wife shall be awarded an absolute divorce upon the grounds of irreconcilable differences.

5. **REAL PROPERTY:**

The parties are the owners of real property, as tenants by the entirety, located at 2105 Sherbrooke Lane, Nashville, Davidson County, Tennessee 37211, which is more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 130, on the Plan of Revision One, Section Three, Highland Creek, of record in Instrument No. 20030716-0099524, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to John Edwin Moore, III and Sandra S. Moore, husband and wife, by deed from Jo Karen Matejka, unmarried, dated December 17, 2009, recorded December 22, 2009, of record in Instrument No. 20091222-0116489, Register's Office for Davidson County, Tennessee.

Wife shall be awarded the real property and any right, title and interest in and to said property currently held by Husband shall be divested out of him and vested solely in Wife. Beginning June 1, 2019, Wife shall be solely responsible for all indebtedness on this property, including the utilities, property taxes, and homeowners insurance. From June 1, 2019 forward, Wife shall indemnify and hold Husband harmless from any and all liability associated with this property. Within 9 months of entry of the final decree, Wife shall refinance the mortgage indebtedness in her individual name so as to remove Husband as an obligor on any mortgage indebtedness. Husband shall cooperate in executing any necessary documents (at Wife's expense), including a

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quitclaim deed if necessary, at the time of the refinancing. In the event Wife does not refinance in this 9 month period, then the property shall be immediately listed for sale with a real estate agent chosen by Wife. The net proceeds after the realtor's commission(s), mortgage, liens, and closing costs shall be awarded 100% to Wife. In the event the residence is not refinanced, or sold within fifteen (15) months of entry of the final decree of divorce, the property shall be auctioned with the minimum bid set at the amount of indebtedness secured by the property, all liens and the cost of the sale.

6. **VEHICLES**

Wife shall be awarded as her sole and separate property the respective automobile she is currently driving, one 2010 Honda Accord EX-L, VIN [redacted], which is unencumbered by debt. Husband agrees to immediately execute any and all necessary documents to convey title to Wife.

Husband shall be awarded as his sole and separate property the respective automobiles he is currently driving, one 2001 Mercedes SLK 230, VIN# [redacted] and one 2014 Hyundai Santa Fe, VIN# [redacted] which are both unencumbered by debt. Wife agrees to immediately execute any and all necessary documents to convey titles to Husband.

Each party shall indemnify and hold the other party harmless from any and all liability associated with any of the vehicles awarded tom him or her.

7. **PERSONAL PROPERTY AND HOUSEHOLD FURNISHINGS**

During the marriage the parties have accumulated household furniture, furnishings, miscellaneous other personal property and personal effects. Each party shall be awarded all property in their possession. Neither party shall have any interest in the other party's property.

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Husband shall be awarded all interest in the parties' four (4) University of Tennessee football season tickets for the 2018 season, and for all seasons thereafter.

Each party shall be awarded the Southwest Airlines rewards points in their individual name.

8. **INDEBTEDNESS**:

The parties have a joint Southwest Chase Visa credit card ending in [redacted] with an approximate balance of $5400.00. The parties shall use funds in the U. S. Bank checking account [redacted] o pay this balance in full before the account is divided in accordance with paragraph 10 below. Neither party shall incur any further charges on this card after April 19, 2019. Beginning April 12, 2019 and until April 19, 2019, neither party shall incur more than $200.00 total in charges on this card. The parties shall pay this account in full on or before May 26, 2019. The parties shall close this account by June 1, 2019.

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 party harmless from any liability thereon.

9. **RETIREMENT PLANS/INVESTMENTS/PENSION PLANS**:

Wife shall be awarded all interest in her Fidelity 401K [redacted] in her individual name. Husband shall be awarded all interest in his Vanguard Funds IRA [redacted] listed in his individual name. Upon entry of the final decree, the parties shall equally divide (50-50) the American Funds Traditional IRA [redacted] listed in Husband's individual name, with a balance of $116,649.96 as of February 14, 2019. Upon entry of the final decree, Wife shall be awarded 24.6% of the American Funds Roth IRA [redacted] listed in Husband's individual name, with a balance of $222,208.00 as of February 14, 2019, and Husband shall be awarded the remaining

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75.4% of the American Funds Roth IRA [redacted] Husband states that he has not made any withdrawals since June 11, 2018, and he agrees to not make any withdrawals from these 2 IRAs until after Wife has received these transfers/amounts upon entry of the final decree. Husband agrees to execute any necessary documents to effectuate these transfers from his IRAs into qualified accounts in Wife's individual name.

Husband has a Fidelity 401K [redacted] in his individual name with an approximate balance of $430,691.00 as of February 14, 2019. Wife shall be awarded 25.94% of Husband's Fidelity 401K as of the entry of the final decree of divorce and to be adjusted for investment gains and losses from the date of the entry of the final decree until the 401K is divided, and Husband shall be awarded the remaining 74.06% of the Fidelity 401K. The parties shall hire attorney Chip Cain to prepare the necessary Qualified Domestic Relations Order (QDRO) to effectuate this transfer. The parties shall split equally (50-50) Mr. Cain's fees, and the parties shall cooperate in the execution of any necessary paperwork for the preparation of the QDRO immediately upon execution of the final decree. Husband verifies by execution of this agreement that he has not taken any loans and/or withdrawals from this 401K, and he agrees to not take any loans and/or withdrawals from this 401K until after Wife's portion has been transferred into a qualified account in Wife's individual name.

Each party has a pension with the State of Tennessee. Husband's current gross monthly pension amount is $3,649.01, and Wife's current gross monthly pension amount is $2,762.47. The parties agree that both pensions are marital, and that the parties should each be awarded 50% of the marital portion of the other party's monthly pension. The parties further agree that each party shall be entitled to 50% of any refund paid to either party by any pension plan and shall be entitled to a proportional share of any retirement subsidies or post-retirement increases, to the extent allowed by any such pension plan. Further, each party shall ensure that

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the other party is listed as his/her survivor beneficiary on the pensions awarded to him/her. The parties shall hire attorney Chip Cain to prepare the necessary Qualified Domestic Relations Order (QDRO) to effectuate this transfer. The parties shall split equally (50-50) Mr. Cain's fees, and the parties shall cooperate in the execution of any necessary paperwork for the preparation of the QDRO immediately upon execution of the final decree.

Each party shall be responsible for any tax liability associated with the retirement funds and benefits awarded to him or her and shall hold the other party harmless and indemnify him or her from any and all liabilities associated therewith.

10. **BANK ACCOUNTS:**

Upon execution of this agreement, Wife shall be awarded the sum of $13,254 from the Southeast Financial Credit Union (primary share account - [redacted] and she shall be allowed to withdraw this amount from this account. Until May 31, 2019, the parties shall continue to deposit their social security payments into this account. On June 1, 2019, the parties shall split equally (50-50) any remaining funds in this account. Wife shall cooperate in executing any necessary documents, and provide any permission, verbal or otherwise, as required by the bank to remove her name from this account.

Until May 31, 2019, the parties agree to keep depositing their pension checks into the US Bank joint checking account [redacted] and shall continue paying the marital bills "status quo". On June 1, 2019, the parties shall equally divide the funds in this account. The parties shall close this account immediately after each party's pension direct deposits are directed into their own individual accounts. In the event either party's individual social security or pension payments are deposited into either account after June 1, 2019, then that party shall be entitled to 100% of any amounts deposited for their individual social security or pension.

The parties agree that all other funds on deposit in bank accounts, including

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checking accounts, savings accounts, money market accounts, and/or certificates of deposit, unless otherwise addressed in this Agreement, styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free of any claim by the other party.

11. **LIFE INSURANCE**:

Neither party has any interest in any life insurance policy that has a cash value. Each party shall be entitled to retain as his or her own property, free and clear of the claims by the other party, any life insurance policy(ies) held in his or her individual names. Neither party shall have any right, title or interest in or to any life insurance policy owned by the other.

12. **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 nondischargeable 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.

13. **CREDITOR CLAIMS**:

In the event a creditor of either party makes a claim against the other party that is upheld by a court of competent jurisdiction to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

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14. **NON-COMPLIANCE:**

Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

15. **SEVERANCE:**

Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

16. **MODIFICATION:**

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

17. **COMPLETE DISCLOSURE:**

Each party has made a full and complete disclosure of his or her assets and liabilities.

18. **EXECUTION OF INSTRUMENTS:**

It is agreed that either party shall promptly execute any and all documents of any and every kind and character for the other which may be necessary and proper to carry out the terms of this Agreement.

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19. **REPRESENTATIONS**:

The parties represent to each other as follows:

Each party fully understands the facts and has been fully informed of his or her legal rights and obligations and each is signing this Agreement freely and voluntarily, intending to be bound by it.

Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than set forth herein.

Both parties specifically acknowledge that they understand the terms of this Agreement, and that they have either consulted with, or have had the opportunity to consult with, legal counsel prior to entering into this Agreement, and they further acknowledge and represent that they have reviewed this Agreement independently of each other and their respective counsel.

It is further understood and agreed that the terms and provisions of this Marital Dissolution Agreement may be incorporated into any decree of divorce which may hereafter be obtained by either party, and the issues of property and debts shall be enforceable by contempt proceedings, if necessary. The parties understand that a Court of competent jurisdiction must accept this Agreement as being equitable and fair prior to its having a binding effect as a Court Order. This instrument is being entered into by the parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress, or misrepresentation.

20. **ALIMONY (*IN FUTURO* AND *IN SOLIDO*)**:

Both Husband and Wife are retired and are receiving social security benefits. Husband is currently receiving $2,855.00 per month (after Medicare is deducted), and Wife is currently receiving $1,317.00 per month (after Medicare is deducted). Beginning June 1, 2019,

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Husband shall pay Wife alimony *in futuro* in the amount of $719.00 per month, and said amount shall be non-taxable to Wife, nor deductible by Husband. Said alimony shall terminate upon Wife's remarriage, cohabitation with a romantic interest of the opposite sex, or upon Wife's or Husband's death. Husband's alimony obligation will be modified as the parties receive cost of living increases so that the Husband's alimony shall be adjusted as follows: (1) the Social Security income of each party shall be added together, the sum of which shall then be divided by two; (2) Husband's alimony will then be adjusted so that each party receives 50% of the gross amount (after Medicare is deducted) of the quotient as set forth above, with the exception that Husband shall receive $100.00 more than Wife each month to help offset his higher tax liability.

As alimony *in solido*, Wife shall be awarded the sum of $15,000.00 and Husband shall pay this amount as follows: $1,000.00 per month directly to Wife beginning June 1, 2019 and payable on the first of the month thereafter for fourteen (14) consecutive months.

21. **ATTORNEY FEES AND COURT COSTS**:

The parties shall be responsible for their own respective attorney's fees incurred in this cause. Husband shall be responsible for paying any remaining court costs assessed in this cause.

This Agreement shall be governed by the laws of the State of Tennessee.

This Agreement shall be binding upon the respective heirs, representatives, executors, administrators and assigns of the parties hereto.

22. **TAX ADVICE**:

Counsel preparing this Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property, including but not limited to stock(s), franchise ownership, retirement benefits, 401K/403B plans, IRAs, or other pension plans, and have advised each party to seek other independent advice as to tax

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consequences and penalties of transfer, if any.

23. **INCOME TAX**:

The parties shall file jointly their federal income tax return for tax year 2018, and separately for all tax years thereafter. The parties shall split equally the cost of the preparation of the return. The parties shall equally divide (50-50) any tax refund for 2018, or shall share equally (50-50) in any additional taxes owed for 2018.

Husband and Wife each represent and warrant to the other that all federal income tax returns are or were in all respects, true, correct and completed, and fully and accurately reflect income and deductions for those years. If, in connection with the joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, penalty or interest, the amount ultimately determined to be due thereon, shall be borne by either or both of the parties, depending if the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties', and if so, to what extent, or out of a joint income or deduction.

24. **HEALTH INSURANCE**:

Each party shall be responsible for providing his or her own health insurance upon entry of the final decree.

25. **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 is a proportional division of property by co-owners.

26. **NOTICE REGARDING CREDITORS**:

This agreement does not necessarily affect the ability of a creditor to proceed against a party, or party's property, even though the party is not responsible under the terms of

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this decree for the account, any debt associated with the account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

27. **DISCOVERY:**

The parties acknowledge their respective rights, under the Tennessee Rules of Civil Procedure, to participate in written (Interrogatories, Request for Production of Documents, etc.) and/or oral (Depositions) discovery, as part of this proceeding. However, each party waives his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

28. **LOAN TO ADULT CHILD - ANDREW:**

The parties have jointly loaned their adult child, Andrew, the sum of $40,000, and said loan shall be repaid back to the parties in ten (10) equal installments of $4,000 each, payable annually with the first payment being due on December 31, 2019. The parties agree to split equally (50-50) all payments they receive from Andrew. The party who receives the $4,000 payment annually, or any other payments from Andrew towards this loan, shall pay the other party their one-half (½) share within seven (7) days of receipt of same.

WITNESS THE HAND of the Wife on this the 15 day of April, 2019, and of the Husband on this the 11 day of April, 2019.

SANDRA S. MOORE
Wife

JOHN EDWIN MOORE III
Husband

CAROLINE BEAUCHAMP
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 10-21-2018

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THE STATE OF TENNESSEE )
COUNTY OF WILLIAMSON )

Personally appeared before me, a Notary Public for said County and State, SANDRA S. MOORE, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the foregoing instrument for the purposes therein contained and as and for her free act and deed.

WITNESS MY HAND AND SEAL at Brentwood, Tennessee, this the 15 day of April, 2019.

NOTARY PUBLIC

My Commission Expires:
7-17-21

KRISTA M. HEFNER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

THE STATE OF TENNESSEE )
COUNTY OF WILLIAMSON )

Personally appeared before me, a Notary Public for said County and State, JOHN EDWIN MOORE III, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and as and for his free act and deed.

WITNESS MY HAND AND SEAL at Williamson County, Tennessee, this the 11 day of April, 2019.

NOTARY PUBLIC

My Commission Expires:

1/17/2023

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

It is further appearing to the Court that the parties' current mailing addresses are as follows:

SANDRA S. MOORE
2105 Sherbrooke Lane
Nashville, TN 37211

JOHN EDWIN MOORE III
2105 Sherbrooke Lane
Nashville, TN 37211

The remaining costs of this cause shall be paid by Husband, for which execution may issue, if necessary. This concludes attorney, Kamie L. Hefner's representation in this case.

ENTERED THIS 7 day of May, 2019.

HONORABLE PHILLIP ROBINSON

APPROVED FOR ENTRY:

Kamie L. Hefner, #18032
Hefner & Hefner
Attorneys for Plaintiff/Wife
P.O. Box 992
116 Wilson Pike Circle, Ste. 103A
Brentwood, Tennessee 37024
(615) 370-9800

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been mailed to Caroline Beauchamp, Attorney for Defendant/Husband, 5110 Maryland Way, #290, Brentwood, TN 37027 on this the 6 day of May, 2019.

Kamie L. Hefner