Minute Book 110-H p. 52

BOOK 5071 PAGE 243

142.11-2-11/15

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA MAE HENDERSON	X	
VS.	X	NO. 80122
LAWRENCE EDWARD HENDERSON	X	

AMENDED FINAL DECREE

This cause came on to be heard before the Honorable Joe C. Loser, Judge of the Third Circuit Court of Davidson County, Tennessee, on this the 10th day of August, 1976, upon the original Petition of the Plaintiff, and the Answer filed by the Defendant, and the entire record in this cause. By agreement of counsel for the

SEP 23 MISC B* 6.00 * 6.00

Plaintiff and the Defendant, this matter was tried on an uncontested basis. Following the testimony of the Plaintiff and her corroborating witnesses, the Court was of the opinion that the Plaintiff did sustain her grounds for divorce, that is, that the Defendant had been guilty of such cruel and inhuman treatment towards her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Plaintiff is awarded an absolute divorce from the Defendant, and that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. Plaintiff is restored to all the rights and privileges of an unmarried person.

It appearing to the Court that a Property Settlement Agreement was entered into by and between the parties, and it is ORDERED that the said Agreement be, and the same is, hereby made a part of this Order as follows:

"AGREEMENT

THIS AGREEMENT, entered into this 14th day of May, 1976, between Linda Mae Henderson, hereinafter called 'wife', and LAWRENCE EDWARD HENDERSON, hereinafter called 'husband', both of Davidson County, Tennessee.

WHEREAS, marital difficulties have arisen between the parties, and a petition for divorce has been filed; they have reached an agreement as to the division of their property and wish that this understanding be reduced to writing.

NOW, THEREFORE, in consideration of the execution by each of the parties of this agreement, and the mutual covenants and conditions contained herein, the parties agree as follows:

1) The parties agree that any interest or right which the husband may have in the house located at 7139 Birch Bark Drive, Nashville Davidson County, Tennessee, including but not limited to any equity in said house, be divested out of the husband and vested in the wife as her sole property. The wife shall retain all household furniture and furnishings in said home.

2) Husband agrees to transfer title to the 1973 Monte Carlo Automobile to the wife.

3) Husband agrees to keep in effect hospitalization insurance for the minor children of the parties, as well as maintain the children as beneficiaries under the life insurance policies that are presently in existence, or maintain them as beneficiaries under life insurance policies of equal value in the future.

4) Husband agrees that the savings account at Third National Bank, Nashville, Tennessee (with a balance of approximately $200.00) shall be awarded to wife.

5) The parties agree that wife shall have custody and control of the two minor children of the parties, with husband being awarded reasonable visitation rights.

6) The parties agree that husband will pay one-third of all monies coming into his hands from any source whatsoever, up to a maximum of $800.00 per month, to wife as child support and alimony, with one-half of this amount being designated as child support and one-half of this amount being designated as alimony.

7) Husband agrees to pay the Court costs involved in the divorce proceeding, and husband further agrees to pay wife's attorney's fee in the amount of $350.00 for services rendered in this matter.

8) Following the execution of this agreement, neither party will be authorized to act as agent for the other in any transaction, and each agrees that he or she will not incur any debts or obligations for which the other shall be liable or responsible, and each agrees to indemnify and hold the other party harmless against any and all debts or obligations made or incurred by him or her after the date of this agreement.

9) Each party expressly agrees that he or she has entered into this agreement after mutual consideration; that consent to the execution of this agreement has not been obtained by duress, fraud, or undue influence of any person, and that no representations of fact have been made by either party to the other, except as herein expressly set forth; that each has full knowledge of the business and affairs and nature, extent, and value of the separate property of the other, and that this agreement is fair and reasonable.

10) Each of the parties agrees to execute and deliver to the other party any titles or other documents that may be required to accomplish the intention of this agreement, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and right in such manner, and with such force and effect as shall be necessary to effectuate the terms of this agreement.

11) This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have signed and acknowledged this agreement in duplicate on this 14th day of May, 1976.

s/ Linda Mae Henderson
LINDA MAE HENDERSON

s/ Lawrence E. Henderson
LAWRENCE EDWARD HENDERSON

IT IS FURTHER ORDERED that execution may issue where necessary in this cause.

This the _____ day of _____, 1976.

JOE C. LOSER, JUDGE

9/16/76

APPROVED FOR ENTRY:

THOMAS V. WHITE
Attorney for Plaintiff

IDENTIF. REFERENCE
SEP 23 8 32 AM '76
FEE
DAVIDSON COUNTY, TENN.
REGISTER
B6 9303

CERTIFICATE

I certify that a copy of the foregoing Amended Final Decree was mailed to Hon. William L. Underhill, Attorney for the Defendant, 214 Third Avenue, North, Nashville, Tennessee 37201, this 14th day of September, 1976.

THOMAS V. WHITE

80122

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Linda Mae Henderson *Plaintiff, and* Lawrence Edward Henderson *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 16th *day of* September *in the year one thousand nine hundred and* seventy-six *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*