Bk. 22C/2004

BOOK 5789 PAGE 335

IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PATRICIA A. KENDRICK)

Plaintiff)

VS.)

OTHE C. KENDRICK, JR.)

Defendant)

Map 69-4
Par 125.1s

NO. 91433

FINAL DIVORCE DECREE

This cause came on to be heard on this the 28th day of August, 1978, before the Honorable Robert L. Jackson, Special Judge of the Sixth Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the Plaintiff; the default judgment taken; the written property settlement agreement entered into by and between the parties providing for child custody and support and disposition of the realty and personalty of the parties which agreement was tendered to and approved by the Court; upon the testimony of the Plaintiff in open court; statement of counsel; and upon the entire record in this cause, from all of which, the Court is of the opinion and finds that the Plaintiff has fully sustained that irreconcilable differences exist between the parties and that an absolute divorce should be granted and the aforesaid property settlement agreement made an part of the final divorce decree. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be, and the same hereby are, forever and perpetually dissolved and the Plaintiff, Patricia A. Kendrick, be, and she hereby is, awarded an absolute divorce from the Defendant and that the parties are restored to all the rights and privileges of unmarried persons. It is, further,

ORDERED, ADJUDGED AND DECREED that the property settlement agreement entered into by and between the parties be, and the same hereby is, approved and in words and figures, made a part of the ORDER of this Honorable Court and is incorporated into this final decree, to wit:

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, Patricia Ann Kendrick, referred to as "wife" intends to file an action for absolute divorce in the Davidson County Tennessee, Circuit Courts against Othe Cleaves Kendrick, Jr., hereinafter referred to as "husband"; and,

WHEREAS, these parties have suffered certain irreconcilable difficulties in their marriage and are not living as man and wife and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a divorce is granted in this cause; and,

WHEREAS, both parties are aware of their possessions and obligations one to the other and their legal rights.

NOW THEREFORE, for and in consideration of ONE ($1.00) DOLLAR cash in hand paid and other good and valuable consideration to the parties agree as follows:

(1) The wife shall have the absolute care, custody and control of the minor children of the parties, Michelle Kendrick, Gregory Tyrone Kendrick and Damian Kendrick, with reasonable rights of visitation reserved for the husband.

(2) Husband shall have as his sole and separate property, free from all claims of the wife, the black vinyl couch and chair; hand and power tools; motorcycle and accessories; books; record player; mag rims; aluminum electric skillet; desk; file cabinet; 1967 Chevrolet Van; den corner grouping (2 sofas and table); and all of his clothing and personal effects.

(3) Wife shall have as her sole and separate property, free from all claims of the husband, the 1972 Plymouth automobile; all household furnishings and appliances not hereinbefore specifically awarded to the husband; and all of her clothing and personal effects and all the clothing effects of the children of the parties.

(4) Husband is to pay wife through the office of the Clerk of the Davidson County Circuit Court the sum of $200.00 on the 1st day of each month and $200.00 on the 15th day of each month for a total monthly child support payment of $400.00. Further, husband agrees that, commencing

the "cost of living"

September 1, 1979, he shall increase said $400.00 monthly child support payments by the same percentage of increase he may receive, if any, above his now current salary. Finally, husband also agrees to maintain major medical hospitalization and dental insurance on said children.

It is further mutually agreed by and between the parties that for internal revenue service purposes husband shall claim as dependants on his income tax return Michelle and Gregory Tyrone Kendrick and wife shall claim as a dependant on her income tax return Damian Kendrick.

Wife shall have, as her sole and separate property, free from all claims of the husband, expect as hereinafter indicated, the realty of the parties located at 133 Haynes Park Drive, Nashville, Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 187 on the Plan of Haynes Park Subdivision, Section 2, as of record in Book 4460, page 51, Register's Office for Davidson County, Tennessee, and described as follows:
>
> Beginning at a point in the southwesterly margin of Eve Circle on the common dividing line between Lots. Nos. 186 and 187 on the said Plan; thence southwesterly along said dividing line 105 feet to a concrete marker; thence southeasterly 103.95 feet to a point in the northwesterly margin of Haynes Park Drive; thence northeasterly along the northwesterly margin of said Haynes Park Drive 86.61 feet to the beginning of a curve; thence aroung said curve a distance of 36.74 feet to a point in the southwesterly margin of Eve Circle; thence northwesterly along southwesterly margin of Eve Circle 85.63 feet to the point of beginning.
>
> Being the same property conveyed to Othe C. Kendrick, Jr. and wife Patricia H. Kendrick by deed from W.L. Bainbridge Company of record in Book 4602, page 634, said Register's Office.

It is further agreed that husband be, and he hereby is, given a lien against said realty in the amount of $4,000.00, representing his equity in same, said lien to be paid at such time as wife sells said realty, or at such other time as the parties may hereafter agree, but not otherwise.

It is further agreed by the parties that each shall be responsible for and pay his or her own personal debts which have accrued since the date of separation.

The parties agree to sign any and all instruments, documents, titles, covenants, or deeds necessary to carry out the full purpose and

intent of this agreement.

The parties acknowledge that they have read this instrument in its' entirety, that each of them have retained a copy thereof, that the agreement is fair and equitable and that they have signed same voluntarily and without duress or coercion on this 31st day of March, 1978.

Patricia Ann Kendrick
PATRICIA ANN KENDRICK

Othe C. Kendrick, Jr.
OTHE CLEAVES KENDRICK, JR.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

SWORN to and Subscribed before me this 31st day of March, 1978.

NOTARY PUBLIC

My Commission Expires: 11/25/79

It is, further, ORDERED, ADJUDGED AND DECREED that the Defendant pay the costs of this cause, for which execution may issue, if necessary.

Enter This 31st Day of Aug. 1978

Robert L. Jackson
SPECIAL JUDGE

APPROVED FOR ENTRY:

William E. Higgins
WILLIAM E. HIGGINS
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that I have served this final decree of divorce on the Defendant, by mailing him a true and exact copy of same on this the 28th day of August, 1978.

William E. Higgins
WILLIAM E. HIGGINS

"Exhibit A"

5546 09/31 15.00- CHECK

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IDENTIF. REFERENCE

RUSH

AUG 31 10 06 AM '81

BOOK 5789 PAGE 339

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Bk. 220/ 2204

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Patricia A. Kendrick *Plaintiff, and* Othe C. Kendrick, Jr. *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* 31st *day of* August *in the year one thousand nine hundred and* Eighty One *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L Cooker, *D. C.*

Form #GR-117