IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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JERRY DEAN HENDRIX,

Plaintiff,

vs.

MYRA KAY MALLONEE HENDRIX,

Defendant.

NO. 80D-4022

Map-Para 61-14
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FINAL DECREE

This cause came on to be heard on the 6th day of February, 1981, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the plaintiff's Complaint for Absolute Divorce, the defendant having dispensed with the need for personal service by entering into a written and notarized Child Custody, Child Support and Property Settlement Agreement, as provided for by T.C.A. §36-801(II), the testimony of the plaintiff in the Complaint, and upon the entire record; from all of which it is found by the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Jerry Dean Hendrix, be, and hereby is, awarded an absolute divorce from the defendant, Myra Kay Mallonee Hendrix, and that each party be restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the parties' Child Custody, Child Support and Property Settlement Agreement heretofore submitted to and approved by the Court, and attached hereto, be incorporated into and made a part of this Final Decree.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JERRY DEAN HENDRIX)
)
vs.) NO. 80D-4022
)
MYRA KAY MALLONEE HENDRIX)

CHILD CUSTODY, CHILD SUPPORT
AND
PROPERTY SETTLEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 16 day of October, 1980, by and between JERRY DEAN HENDRIX, hereinafter referred to as "Husband", and MYRA KAY MALLONEE HENDRIX, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date an Absolute Divorce is granted. THEREFORE, the parties do agree as hereinbelow set out:

1. The Husband shall have exclusive care, custody and control of, and shall provide the support for, the minor child of the parties, Lisa Kaye Hendrix, born February 18, 1972; and the Wife shall have reasonable visitation with said minor child at such times and places as the parties may mutually agree.

2. The only real property in which the parties hold a joint interest is a home and lot located at 3822 Hutson Avenue, in Nashville, Davidson County, Tennessee, 37216, which is currently deeded to both parties. The Husband shall have all right, title and interest in and to said real property; and he hereby assumes sole responsibility for the repayment of any loans, mortgages or encumbrances secured by said real

property. The Wife hereby agrees to sign any documents necessary to transfer title to said real property solely to the Husband.

3. The Husband shall have all right, title and interest in and to one (1) 1977 Chevrolet Corvette automobile, currently titled in his name; and he shall be solely responsible for the repayment of a certain loan due G.M.A.C., with an approximate current balance of $8,000.00, which loan financed the purchase of said automobile.

4. The Wife shall have all right, title and interest in and to one (1) 1978 Pontiac automobile, currently titled in the Husband's name, and the same being unencumbered. The Husband hereby agrees to sign any documents necessary to place title to said automobile solely in the Wife's name.

5. All interest in any other tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any other tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

6. The Husband hereby assumes sole responsibility for the repayment of the following debts incurred by him and/or by the parties during their marriage: (a) VISA; (b) People's; and (c) one-half of all outstanding medical bills.

7. The Wife hereby assumes sole responsibility for the repayment of the following debts incurred by the Husband and/or by the parties during their marriage: (a) Alden's; (b) Woolco; (c) Buckeye Federal; and (d) one-half of all outstanding medical bills.

8. The Wife shall have the right to retain the use of her married name; namely: Mary Kay Hendrix.

9. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Property Settlement Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as described and provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Jerry Dean Hendrix
JERRY DEAN HENDRIX

Myra Kay Mallonee Hendrix
MYRA KAY MALLONEE HENDRIX

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, JERRY DEAN HENDRIX, with whom I am personally acquainted, and who acknowledged to me that he signed the within CHILD CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT as his free act and deed for the purposes therein contained, this 16 day of October, 1980.

Rebecca B. Eads
NOTARY PUBLIC

My commission expires:
July 21, 1984.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, MYRA KAY MALLONEE HENDRIX, with whom I am personally acquainted, and who acknowledged to me that she signed the within CHILD CUSTODY, CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT as her free act and deed for the purposes therein contained, this 16 day of October, 1980.

Rebecca B. Eads
NOTARY PUBLIC

My commission expires:
July 21, 1984.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Wife be required to pay Child Support in the amount of Twenty Dollars ($20.00) per week plus the 5% Clerk's commission to the Circuit Court Clerk's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the costs of this cause be assessed against the plaintiff, for which execution may issue if necessary.

ENTER, this 11 day of Feb, 1981.

JUDGE

SUBMITTED FOR ENTRY:

DAVID A. HARRELSON
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7706

cc: Mrs. Myra Kay (Mallonee) Hendrix
Greystone Motel - Room #128
717 Murfreesboro Road
Nashville, Tennessee 37210

367392

CROSS REFERENCE

Nov 9 11 27 AM '81

FEE [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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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* ~~exemplification~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Jerry Dean Hendrix *Plaintiff, and* Myra Kay Mallonee Hendrix *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* 9th *day of* November *in the year one thousand nine hundred and* Eighty-One *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eskridge, *D. C.*

Form #GR-117