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JUDGE L. PRINCE, CLERK

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BEVERLY PRINCE McDUFFEE]
]
VS.] NO: 80D-2032
]
JERRY BURTON McDUFFEE] BOOK 5968 PAGE 856

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on the 16th day of October, 1980, before the Honorable Stephen North, Judge, upon the original Petition of the complainant, notarized Property Settlement Agreement, testimony of the complainant, statement of counsel for the complainant, and the entire record in this cause, from all of which the Court finds:

That the parties were married on December 7, 1971, in Gallatin, Tennessee; that the petition herein was filed on June 4, 1980, and service upon the defendant was waived as permitted by T.C.A. 36-801 (II) as of the date of filing, said date being more than ninety (90) days prior to the date of the hearing; that at the hearing of this cause, the facts charged in the Petition were proven to be true; that is, that irreconcilable differences exist between the parties to the extent that further cohabitation as husband and wife is no longer possible or proper.

The Court has also examined the Child Custody and Property Settlement Agreement entered into by the parties and the Court affirmatively finds from said agreement that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of their minor child and for the equitable settlement of any and all property rights between them.

It is, therefore, ORDERED, ADJUDGED, AND DECREED by the Court that the bonds of matrimony heretofore existing and subsisting between the complainant; Beverly Prince McDuffee, and the defendant, Jerry Burton McDuffee, should be, and hereby are, forever and perpetually dissolved, and the complainant is hereby granted an Absolute Divorce from the defendant and the parties are restored to all of the rights and privileges of an unmarried person.

It is further ORDERED that the Child Custody and Property Settlement Agreement entered into by the parties is hereby approved

and ordered set forth herein, to wit:

Divorce Settlement Agreement

This agreement entered into by and between Beverly Prince McDuffee, hereinafter referred to as Wife, and Jerry Burton McDuffee, hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, the parties are presently Husband and Wife and they are experiencing irreconcilable differences to the extent that further cohabitation is no longer possible or proper, and

WHEREAS, the Wife has filed a complaint seeking an absolute divorce and the parties hereto are desirous of settling all controversies between them concerning child custody, and support and division of their jointly and individually owned property.

NOW THEREFORE, the parties agree as follows:

1. The Wife shall have sole custody of the parties' minor child, Jerry Burton McDuffee,II, age 9 years, subject to Husband's rights to reasonable and frequent visitation upon giving Wife at least twenty-four (24) hours notice of his desire to exercise visitation rights.

2. The Husband shall pay to the Wife, as and for child support, the sum of Twenty-Five and 00/100 Dollars ($25.00) per week, beginning on the date of execution of this agreement and continuing thereafter until said minor child shall attain the age of eighteen (18) years unless modified by the Court having jurisdiction of this cause. The Wife agrees, due to her Husband's health and type of work, that the said child support shall not be payable during any period when the Husband is physically unable to work or becomes unemployed due to unavailability of work.

3. The Wife shall receive sole title to the household furniture and furnishings, and any items which the Wife deems necessary for the Husband to have for his personal use will be determined after the Husband has decided where he intends to live.

4. The Husband shall receive sole title to all of his personal belongings; his clothes, motorcycles (2), tools and musical instruments, and shall receive sole title to the 1969 Dodge Van and 1974 Fleetwood Cadillac.

5. The Husband shall assume, be solely responsible for, and hold Wife harmless from the present following debts and obligations: Woolco Department Store - $230.72; Sears - $590.85; First American Charge Account - $512.25; Commerce Union Charge Account - $356.32; VISA Charge Account- $367.14; Amoco Oil Company- $264.57; and Union 76 Oil Company - $98.09.

6. The Husband and Wife agree to divide the existing Medic Count indebtedness as follows: Husband shall be solely responsible for all charges incurred by himself and the minor son and Wife shall be solely responsible for all charges incurred by herself and her children by a previous marriage.

7. The Wife agrees upon payment of the herein described debts and obligations by the Husband to relinquish any and all right ,title and interest to the parties' savings account.

8. The Wife shall receive sole title to the 1965 Chevrolet Nova automobile and shall assume all responsibility therefor.

9. The parties are presently purchasing a house and lot located at 4913 Cimarron Way, Antioch, Tennessee, and the Husband agrees that the said house and lot shall be titled in the sole name of the Wife, if a divorce is granted. The Wife agrees that if she remarries or decides to sell the house, the Husband shall be entitled to receive one-half (1/2) of the current equity which the parties agree is Fifteen Thousand and 00/100 Dollars ($15,000.00). Husband agrees to pay one-half of the expenses in the event the house and lot is sold. The said house and lot is more fully described as follows, to wit:

> LAND in Davidson County, Tennessee, being Lot No. 149 on the plan of Apache Hills, Section III, as of record in Book 4175, Page 9, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of metes and bounds.
>
> BEING the same property conveyed to Jerry B. McDuffee and wife, Beverly P. McDuffee, by deed from Barry Zeitlin and wife, Linda Zeitlin, of record in Book 4579, Page 580, said Register's Office.

10. The Wife shall receive sole title to all of her personal items and any and all personal items belonging to the parties' minor son and her minor children by a previous marriage.

11. The Husband and Wife mutually agree that they will not incur any debts or obligations for which the other might be liable after the execution of this agreement.

This agreement, if approved by the Court having jurisdiction of this cause, may be incorporated in any decree of divorce which might be granted to the parties, or either of them, and shall operate as a full and final settlement of any and all property rights existing between the parties.

This agreement shall not be construed as an agreement to allow either party to obtain a divorce and either or both parties are free to seek or contest any action otherwise allowable by law.

This agreement has been entered into by both parties of their own free will and accord, free from any undue or improper influence, fraud, coercion, duress or misrepresentation and only after an opportunity to consult with and seek the advice of counsel.

Witness our respective signature this 21st day of May, 1980 and as amended on the 3rd day of September, 1980.

/s/ Beverly Prince McDuffee
Beverly Prince McDuffee

/s/ Jerry Burton McDuffee
Jerry Burton McDuffee

It is further ORDERED that the costs of this cause are taxed one-half (1/2) to each party, for which execution may issue.

Entered this 21st day of October, 1980.

JUDGE

APPROVED FOR ENTRY:

James M. Sykes
Attorney for Complainant

CERTIFICATE

I certify that a true and correct copy of the foregoing Final Decree of Absolute Divorce was mailed to the defendant, Jerry Burton McDuffee, at his last known address on this 20th day of October, 1980.

James M. Sykes

CHECK

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IDENTIF. REFERENCE

Nov 24 10 18 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

BOOK 5968 PAGE 860

ocket No. 80D-2032 Minute Book 41A Page 606

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* True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Beverly Prince McDuffee *Plaintiff, and* Jerry Burton McDuffee *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* 24th *day of* November *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Lacy, *D. C.*

Form #GR-117