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RICHARD R. RO... CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANNE CAMPBELL (ANDREWS) KENDRICK	)	
Plaintiff/Wife	)	
VS.	)	NO. 96D-614
TIMOTHY DALE KENDRICK,	)	
Defendant/Husband	)	

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BOOK 10104 PG 287

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 11th day of June, 1996, before Honorable Muriel Robinson, Judge, upon the Complaint for Divorce filed on behalf of Plaintiff, Anne Campbell (Andrews) Kendrick (hereafter "Plaintiff"), filed against Defendant, Timothy Dale Kendrick (hereafter "Defendant"); and, it appearing to the Court from said Complaint, testimony of Plaintiff in Open Court, statement of counsel for Plaintiff, and the entire record in this cause, that the parties have experienced irreconcilable differences in their marriage, thereby entitling Plaintiff to an Absolute Divorce from Defendant on said ground; and, it further appearing that Plaintiff and Defendant have executed a written, notarized Marital Dissolution Agreement, which Agreement the Court affirmatively finds does make adequate and sufficient provision for the care, custody and support of the minor child of the parties, and an equitable settlement of all property rights between the parties, and that said Agreement should be incorporated into and made a part of this Final Decree of Divorce; wherefore

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Wife, Anne Campbell (Andrews) Kendrick, should be and hereby is awarded an Absolute Divorce from Husband, Timothy Dale Kendrick, on the ground of irreconcilable differences, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the written, notarized Marital Dissolution Agreement dated February 12, 1996, should be, and the same hereby is, incorporated into and made a part of this Final Decree of Divorce, in words and figures, as follows:

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into on the dates ~~set forth~~ below the parties' signatures, by and between Anne Campbell Kendrick, hereinafter referred to as "Wife", and Timothy Dale Kendrick, hereinafter referred to as "Husband":

W I T N E S S E T H

WHEREAS, the parties anticipate that Wife will file a Complaint for Divorce in the Circuit Court for Davidson County, Tennessee, which will bear Docket No. 96D-614, wherein Wife seeks an absolute divorce from Husband on the grounds of irreconcilable differences; and

WHEREAS, Husband acknowledges that a divorce proceeding will be filed against him in the State of Tennessee; and that he is a bonafide Tennessee resident as of the date he signs this Agreement; and that this Agreement, when notarized, shall also serve as statutory service of process upon him in lieu of personal service; and Husband specifically waives further service of process and waives his right to file an Answer or other responsive pleading to the Complaint in this cause; and

WHEREAS, the parties desire to agree upon and fix their rights and duties, regarding their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship, and for the custody, support and visitation of the parties' minor child.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. **CHILD CUSTODY AND VISITATION:** The parties agree that Wife is the fit and proper person to have sole care, custody and control of the parties' minor child, Stephanie Nellene Kendrick (DOB 6/10/90). Wife shall have sole custody, and Husband shall be afforded reasonable visitation privileges with said minor child, including the following:

   A. Two (2) weeks to coincide with Husband's leave from duty with the United States Army; and

   B. At such other times as the parties mutually agree.

2. **CHILD SUPPORT:** Husband shall pay directly to Wife, for the support and maintenance of the parties' minor child, the monthly sum of $400.00, payable the first day of each month, commencing with the first day of the month following the signing of this Agreement, and continuing thereafter on the first of each month, until the minor child attains her eighteenth (18th) birthday, or graduates from high school with her regularly scheduled class, whichever event shall last occur. Said support is equal to 21% of Husband's present adjusted gross weekly income and is in compliance with the minimum child support guidelines established by TDHS Title IV.

3. **MEDICAL/LIFE INSURANCE:**

A. Husband shall maintain, through his employment or otherwise, medical and hospitalization insurance for the benefit of the minor child. Wife shall be solely responsible for all deductible and uninsured medical and hospitalization expenses incurred for the benefit of the minor child.

B. Husband shall maintain a life insurance policy insuring his life in the face amount of $100,000.00 payable to Wife as beneficiary for the benefit of the parties' minor child for so long as he shall have an obligation for the payment of child support to Wife for the benefit of the minor child. Husband shall furnish Wife with a Certificate of Insurance on an annual basis.

4. **REAL PROPERTY** - The parties own as tenants by the entirety improved real property known as 695 Mercer Drive, Hermitage, Davidson County, Tennessee 37076, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 76B of the Zone Lot Division of Lot Nos. 1, 2, 3, and 74-82 on the Plan of Meadows of Tulip Grove, Section 1, of record in Plat Book 5200, Page 612 and amended in Book 6250, Page 304, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Timothy Kendrick and wife, Anne Kendrick by deed of record in Book 8536, Page 654, Register's Office for Davidson County, Tennessee. The said Timothy Kendrick and Timothy Dale Kendrick are one and the same person and the said Anne Kendrick and Anne Campbell Kendrick are one and the same person.

The parties expressly agree that upon the date of Husband's signing of this Agreement, Wife shall be vested with sole right, title and interest in and to said improved real property, and Husband shall be divested of any right, title or interest in and to said improved real property.

Said conveyance is made subject to the indebtedness due and owing upon said property. Wife expressly agrees to indemnify and hold Husband harmless from any liability on said indebtedness. Any escrow accounts and insurance policies currently existing on or associated with the said property shall be and are assigned and transferred to Wife.

5. **PERSONAL PROPERTY** - The parties acknowledge and agree that they have divided all their remaining personal property, marital and individual, in a manner satisfactory to them and each of them, by their signature to this Agreement, forever waives any and all claims regarding same.

6. **VEHICLES:** Husband shall be and is divested of any right, title and interest in and to the parties' 1993 Pontiac Sunbird, and Wife shall be and is vested with sole right, title and interest in and to said vehicle. Wife shall be solely responsible for all indebtednesses due and owing upon said vehicle, as well as maintenance and insurance associated with said vehicle.

7. **DEBTS:**

A. Wife shall be and is solely responsible for all indebtednesses which appear primarily in her name, and she shall hold harmless and indemnify Husband for same. Husband shall be and is solely responsible for all indebtednesses which appear primarily in his name and he shall hold harmless and indemnify Wife for same.

B. Both parties acknowledge and agree that there are no outstanding joint obligations, except as otherwise set forth in this Agreement. Neither party shall be authorized to make any charge upon any account for which the other party may be held liable, except as otherwise set forth in this Agreement.

8. **BANK ACCOUNTS:**

A. Wife shall have as her sole and private property, free and clear from any claim by Husband, all of any banking accounts, if any; pension, retirement and profit sharing accounts which are solely in her name.

B. Husband shall have as his sole and private property, free and clear from any claim by Wife, all of any banking accounts, if any; pension, retirement and profit sharing accounts which are solely in his name.

9. Husband and Wife each acknowledge that the provisions contained in this Agreement are fair, adequate, and equitable, and each party accepts said terms in full settlement of all claims and demands arising out of the marriage relationship. Hereafter,

neither Husband nor Wife shall have any claim against the other for division of property, alimony, attorney's fees, or claims made by virtue of the laws of descent and distribution.

10. It is further understood and agreed by and between Husband and Wife that this Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Further, this Agreement is the entire Agreement between the parties, and each acknowledges receipt of a copy of this Agreement.

11. The parties acknowledge that Attorney John P. Brown, III, represented Wife in the negotiations surrounding the preparation of this instrument; and that Husband has represented himself in the negotiations surrounding the preparation of this instrument; and that both parties understand and agree with the contents of said Agreement. The parties acknowledge that the aforesaid attorney claims no expertise or special knowledge regarding the tax ramifications surrounding this Agreement, and both parties acknowledge that they have been advised to seek and obtain independent tax advice regarding the ramifications and effect of signing this Agreement, and that neither of them rely upon the aforesaid attorney as to the tax implications surrounding said instrument.

12. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless from the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC 523(5) of the Bankruptcy Code, this obligation being part of the financial support settlement for both parties. This financial obligation of the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

13. Wife shall be responsible for her attorney's fees in this cause and for all of the court costs associated herewith, for all of which let execution issue, if necessary.

14. This Agreement shall be submitted to the Court and, if approved, shall be incorporated into any Final Decree of divorce granted to the Wife on the ground of irreconcilable differences, with the understanding that Husband and Wife shall be bound thereby, but if disapproved shall be of no force and effect.

15. Both parties agree that each of them shall sign any and all documents, deeds, or bills of sale, as shall be necessary to effectuate the intent of this Agreement.

16. By their signatures hereinafter below, both parties herewith acknowledge that Davidson County, Tennessee is the proper jurisdiction and venue of this action.

17. Pursuant to T.C.A. § 36-5-101(h), the parties affirmatively acknowledge that no action by either party will be effective to reduce child support after the due date of each payment, and they understand that Court approval must be obtained before child support can be reduced.

IN WITNESS WHEREOF, each party has executed this Agreement on the date indicated directly beneath their respective names.

Anne Campbell Kendrick
Anne Campbell Kendrick
"Wife"

DATED: 12 Feb 96

Timothy Dale Kendrick
Timothy Dale Kendrick
"Husband"

DATED: 2 Feb 96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the Undersigned, a Notary Public in and for said County and State, the within named Anne Campbell Kendrick, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Marital Dissolution Agreement as the "Wife" for the purposes therein contained.

WITNESS my hand and official seal this 12th day of February 1996.

Lori A Leonard
NOTARY PUBLIC

My Commission Expires: 9-18-99

~~COUNTRY OF~~ _____)
~~PROVINCE OF~~ _____)
WITH THE ARMED FORCES
AT PUSAN, KOREA

Personally appeared before me, the Undersigned, a Notary Public in and for said Country and Province (or in the alternative, as a Notary Public officially designated and/or authorized to notarize the signature of members of the United States Military), the within named Timothy Dale Kendrick, the bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Marital Dissolution Agreement as the "Husband" for the purposes therein contained.

WITNESS my hand and official seal this 2nd day of February, 1996.

Brian K Pace
NOTARY PUBLIC
BRIAN K. PACE
SFC, US Army
Legal NCO

My Commission Expires: INDEFINITE

GRANTED GENERAL POWERS OF NOTARY PUBLIC 10 U.S.C. 1044

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complaint for Divorce shall be and hereby is modified to provide Husband's place of birth: Holden, West Virginia; to provide Husband's mailing address at the time of the filing of the Complaint: 695 Mercer Drive, Hermitage, TN 37076 (AFKN-PUSAN, #15185, Box 293, APO AP 96259); and to provide Husband's length of residence in Tennessee: five (5) years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Timothy Dale Kendrick shall be and is divested of any right, title or interest and Anne Campbell Kendrick shall be and is vested with sole right, title and interest in fee simple in and to real property known as 695 Mercer Drive, Hermitage, Davidson County, Tennessee 37076, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 76B of the Zone Lot Division of Lot Nos. 1, 2, 3, and 74-82 on the Plan of Meadows of Tulip Grove, Section 1, of record in Plat Book 5200, Page 612 and amended in Book 6250, Page 304, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to Timothy Kendrick and wife, Anne Kendrick by deed of record in Book 8536, Page 654, Register's Office for Davidson County, Tennessee. The said Timothy Kendrick and Timothy Dale Kendrick are one and the same person and the said Anne Kendrick and Anne Campbell Kendrick are one and the same person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event the obligor parent is thirty (30) days delinquent in support as set out above, and upon the obligee parent making written application, the Clerk of the Court will issue an immediate wage assignment to the obligor's employer as provided by T.C.A. § 36-5-501. Upon application being made, the Clerk will immediately give advance notice of this assignment to the obligor parent.

The addresses of the parties are:

Anne Campbell Kendrick
695 Mercer Drive
Hermitage, TN 37076

Timothy Dale Kendrick
c/o Henry Kendrick
503 South Walnut
Troy, OH 45373

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that unless specifically ordered by the Court, such support shall not be reduced or prorated, nor shall custody or visitation be modified without the prior express approval of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all Court costs associated with this cause shall be taxed to Wife, for which let execution issue, if necessary.

ENTERED this 11th day of June, 1996.

JUDGE

APPROVED FOR ENTRY:

JOHN P. BROWN, III (BPR #16003)
Attorney for Plaintiff/Wife
4207 Lebanon Road, Suite 200
Hermitage, TN 37076
PH: (615) 883-4998

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree of Divorce has been served upon Defendant by mailing same U.S. Mail, postage prepaid to: Sgt. Timothy Dale Kendrick, AFKN-PUSAN, #15185, Box 293, APO AP 96259, on this 11th day of June, 1996.

JOHN P. BROWN, III

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BOOK 10104 PG 295

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 _FOURTH Circuit Court for Davidson County, Tennessee, on the _11 day of _JUNE , 19 _96 , in the Case Number _96D614 between _KENDRICK, ANNE CAMPBELL (ANDREWS) Plaintiff, and _KENDRICK, TIMOTHY DALE Defendant, as same remains of record in Book 258A , Page _227 of 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 _17 day of _JUNE in the year one thousand nine hundred and _ninety-six and in the _220th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

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