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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

WILLARD DALE HENDRICKS,

Plaintiff,

vs.

SUSAN LYN GORDON,

Defendant.

No. 96D-1905

82-16
96

FINAL DECREE

This cause came on to be heard on the 11th day of September, 1996, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce, statement of counsel and testimony of the plaintiff in open Court, and the entire record in this cause, whereupon it appears to the Court that the plaintiff is entitled to an absolute divorce on the grounds of irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement entered into between the parties has made adequate and sufficient provisions for the equitable settlement of any property rights between the parties.

The Court further finds that the current address of the parties is as follows: Husband - 801 Russell Street, Nashville, TN 37206; Wife - 2502 Oakland Avenue, Nashville, TN 37212.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, WILLARD DALE HENDRICKS, is granted an absolute divorce from the defendant, SUSAN LYN GORDON, on the ground of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby adopted in its entirety as an Order of this Court and more particularly set out as follows, to wit:

0229455
IDENTIF. → REFERENCE

96 SEP 26 AM 10:08
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into this the 11th day of June, 1996, by and between **WILLARD DALE HENDRICKS**, hereinafter called "Husband", and **SUSAN LYN GORDON**, hereinafter called "Wife":

W I T N E S S E T H:

WHEREAS, the parties have encountered marital difficulties which are apparently irreconcilable and hereby acknowledge that a divorce action is pending under the style of WILLARD DALE HENDRICKS v. SUSAN LYN GORDON, Docket No. _____ in the _____ Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of said Court and waives further service of process; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves; and,

WHEREAS, the parties further desire to comply with the conditions precedent to the granting of a divorce on the basis of irreconcilable differences under T.C.A. Section 36-4-101;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. No minor children have been born of this marriage and none are expected.

2. The parties have no joint debts. Each party agrees that he or she shall pay any and all indebtedness incurred solely in his or her individual name and shall hold the other party harmless from all such individual debts. Specifically, the husband agrees to hold the wife harmless for payments to his former employer for which the wife is not liable. The parties further agree and understand there is no written lease on the marital residence at 2502 Oakland Avenue and the wife shall assume any future monthly rental payments for so long as she continues to reside at this dwelling and hold the husband harmless from the same.

3. The parties have already divided their personal property, household goods and furnishings and personal effects and each party shall keep any and all articles presently in his or her individual possession with the exception of the parties' 1988 Toyota Camry. The parties agree that the wife shall receive this vehicle, VIN JT2SV22E1J3277442, and the husband shall claim no further interest in this vehicle. The parties agree and understand that a lien which was supposed to have been released by a former creditor on this vehicle may not have been released due to inadvertence or neglect on the part of the lender. The wife agrees that she shall be responsible for taking steps to insure that this lien is released.

4. The husband has purchased real property in his name alone for the use of his business which is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Kinnard & Bransford's Subdivision as of record in Book 57, page 156, Register's Office for said County.
>
> Said Lot No. 1 fronts 60 feet on the northerly side of Russell Street and extends back between lines with the east margin of South Eighth Street, 170 feet to an alley.
>
> Being the same property conveyed to Will Hendricks by deed of record in Book 9823, Page 820, Register's Office of Davidson County, Tennessee.

The parties agree that the wife hereby quitclaims any and all marital interest which she may have in and to said property to the husband and makes no further claim upon said real property. The husband shall further assume any and all indebtedness on said real property and hold the wife harmless from the same.

5. Each party shall be responsible for his or her own counsel The husband shall be responsible for the costs of this cause.

6. If in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending upon whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other party and if so, to that extent. The parties agree to hold one another harmless for any and all amounts determined to be due and owing to the Internal Revenue Service under this paragraph, as well as any costs reasonably incurred to

defend a return or representation at any audit of any return filed jointly by the parties.

7. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes,including interest, and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

8. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

9. It is further understood and agreed that this Agreement shall in no way restrict either party's right to maintain any suit for divorce,and it shall in no way restrict either party's rights to make a defense to such suit. It is further understood and agreed by and between the parties that in the event a divorce is granted, this instrument shall be incorporated in the divorce decree insofar as it undertakes to settle the matter of alimony and the property rights of the parties hereto, subject to the approval of the Court.

10. It is further understood and agreed that this Marital Dissolution Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto, and is a full discharge of each party from all other obligations to support the other party and a discharge from all other claims arising out of their marital relationship and that each party waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction in the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent and

distribution, alimony and support, right to act as administrator or executor of the other's estate and this agreement applies to all property now owned by the wife and the husband, or any property that either of them may acquire in the future.

11. Each of the parties agrees to execute all instruments in a timely fashion to carry out the transfer of the various property rights covered in this Agreement.

12. Each of the parties hereto covenants with the other that from this date forward neither will contract any indebtedness upon the credit of the other, and if either shall be compelled to pay any debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

14. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the said parties have, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the day and date above written.

WILLARD DALE HENDRICKS

SUSAN LYN GORDON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named WILLARD DALE HENDRICKS, who acknowledged that he executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 10th day of May, 1996.

NOTARY PUBLIC

My Commission Expires: 1-25-97

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, in and for said County and State, the within named SUSAN LYN GORDON, who acknowledged that she executed the above Marital Dissolution Agreement for the purposes therein contained.

This the 17th day of JUNE, 1996.

NOTARY PUBLIC

My Commission Expires: 12-7-97

TES F H CI

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed to the Plaintiff, WILLARD DALE HENDRICKS, as set out in the Marital Dissolution Agreement, for which execution may issue, if necessary.

ENTERED this the 11th day of Sept, 1996.

JUDGE

Approved for Entry:

CANNON, CANNON & COOPER, P.C.

By: _____
GRAYSON SMITH CANNON
Attorney for Plaintiff

One Northchase
1000 Northchase Drive, Suite 109
P. O. Box 749
Goodlettsville, TN 37070-0749
(615) 851-1880
BPR No. 13183

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been forwarded to Ms. Susan Lyn Gordon, 2502 Oakland Avenue, Nashville, TN 37212, on this the 11 day of ~~August~~ September, 1996.

By: _____
GRAYSON SMITH CANNON

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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 SEPTEMBER , 19 96 , in the Case Number 96D1905 between HENDRICKS, WILLARD DALE Plaintiff, and GORDON, SUSAN LYN Defendant, as same remains of record in Book 260C , Page 2503 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 19 day of SEPTEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

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