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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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pw

JOYCE S. BURNETT]

VS.] NO. 71136

WILLIAM C. BURNETT]

FINAL DECREE

This cause came on to be heard before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the 15th day of March, 1974, upon the petition for absolute divorce filed by the Plaintiff, testimony of Plaintiff and two witnesses in open court, and statements of Plaintiff's solicitor, from all of which the Court finds that the allegations of the complaint are sustained by the proof and that the Defendant, William C. Burnett, has been guilty of such cruel and inhuman treatment or conduct toward the Plaintiff as renders further cohabitation unsafe and improper.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Joyce S. Burnett, be awarded an absolute divorce from the Defendant, and that the bonds of matrimony heretofore existing between the parties be forever and perpetually dissolved upon the grounds that the Defendant has been guilty of such cruel and inhuman treatment toward Plaintiff as renders further cohabitation unsafe and improper.

It further appearing to the Court that the property settlement agreement entered into between the parties is right and proper, said agreement is hereby made the decree of the Court and both parties are ordered to carry out each and every provision of the agreement. The property settlement agreement is in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 11th day of January, 1974, by and between JOYCE S. BURNETT, hereinafter referred to as "Wife", and WILLIAM C. BURNETT, hereinafter referred to as "Husband";

WITNESSETH:

WHEREAS, the parties hereto have been married for approximately eight years and three children have been born of this marriage; and

WHEREAS, certain differences and difficulties have arisen between the parties and they now live separate and apart from each other, and have no expectation of resuming their marital relationship; and

WHEREAS, the Wife has instituted divorce proceedings against the Husband in the Fourth Circuit Court of Davidson County, Tennessee, seeking an absolute divorce; and

WHEREAS, the parties are desirous of providing alimony and child support for the Wife; and

WHEREAS, the parties have acquired certain personal property and they desire to enter into an agreement respecting the rights, title and interest in such property; and

WHEREAS, the parties now desire to clarify, amplify, and make more specific their respective rights and obligations;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, it is mutually agreed and understood by and between the Wife and the Husband as follows:

1. They shall live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. Husband shall pay as child support the sum of Two hundred and seventeen ($217.00) Dollars per month which amount shall be paid directly to the mortgage company in reduction of the

note on the house heretofore owned by the parties. If or when the house is sold, Husband shall pay the sum of Two hundred and seventeen ($217.00) Dollars per month directly to the Wife on the first day of each month.

3. It is understood and agreed that all right, title and interest of the Husband in and to certain property located at 107 Gaile Drive, Old Hickory, Tennessee, which is jointly owned by the parties, shall be divested out of the Husband and vested solely in the Wife.

4. It is understood and agreed that all right, title and interest of the Husband in and to a 1970 Rambler automobile be divested out of the Husband and vested solely in the Wife, and Husband will sign the necessary documents to execute transfer of title.

5. It is agreed that the Husband will assume and pay all bills owed by the parties as of September 4, 1973, except for the furniture note of $39.60 per month, which shall be assumed and paid by the Wife.

6. It is understood and agreed that Wife shall have full custody, care and control of the minor children of the parties and that the Husband shall have reasonable visitation privileges. Husband will notify Wife before exercising his visitation privileges, will not keep the children overnight without the expressed permission of the Wife, and, while he may pick up the children from the babysitter, Husband agrees to notify Wife in advance before doing so.

7. Husband and Wife shall pay the fees of their respective solicitors.

8. Husband shall keep in full force and effect, for the benefit of the minor children of the parties, all life insurance he presently owns on his life, and shall continue to pay the premiums when due.

9. Except for those items already in the possession of Husband, all right, title and interest of Husband in the furniture and household goods of the parties shall be divested out of the Husband and vested solely in the Wife.

10. Husband and Wife agree that in the event a divorce is granted to Wife, the terms of this agreement may be incorporated in the divorce decree.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the day and date first above written.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Joyce S. Burnett
JOYCE S. BURNETT

Sworn to and subscribed before
me this 16th day of January, 1974.

Janice L. Chichester
NOTARY PUBLIC

My Commission Expires: 8/2/76

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

William C. Burnett
WILLIAM C. BURNETT

Sworn to and subscribed before
me this 21st day of January, 1974.

Juanita B. Trigg
NOTARY PUBLIC

My Commission Expires: 8/17/74

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the custody of the three minor children of the parties be vested in the Plaintiff, Joyce S. Burnett, the Court accepting the recommendation in Paragraph 6 of the property settlement agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to Paragraph 3 of the agreement, that all right, title and interest of William C. Burnett in the property described below be divested out of him and it is hereby vested in Joyce S. Burnett as sole owner in fee simple. This is property in which the parties were tenants by the entirety during their marriage, and the purpose of this decree is to divest William C. Burnett of any right, title and interest or claim whatsoever in this property. The property hereby vested in Joyce S. Burnett is described as follows:

> Being Lot No. 2 on the Plan of Polly Acres, as of record in Book 3700, page 57, as re-recorded in Book 3700, page 90, Register's Office for said County. Said lot fronts 90 feet on the easterly margin of Gail Lane and runs back between parallel lines 199.81 feet to a dead line in the rear on which it measures 90 feet.
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> Being property conveyed to William C. Burnett and wife, Joyce S. Burnett, by deed from Kirby Clifton and wife, Pauline Clifton, of record in Book 4656, page 526, Register's Office for Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be paid by the Defendant, and that execution may issue to enforce any provisions of this decree

ENTER this 20th day of March, 1974.

s/ Benson Dembo
JUDGE

APPROVED FOR ENTRY:

WILLIS, KNIGHT & BARR

BY: s/ John W. Wagster
John W. Wagster
Attorney for Plaintiff

I CERTIFY THAT A COPY THE ABOVE PLEADING HAS BEEN FURNISHED TO COUNSEL FOR ALL INTERESTED PARTIES BY DELIVERY OR BY PLACING SAME IN THE UNITED STATES MAIL, POSTAGE PREPAID. THIS 18th DAY OF March, 1974.

WILLIS, KNIGHT & BARR

By s/ John W. Wagster

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IDENTIF. REFERENCE

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FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

AUG 16 MISC A* 12.00 * 12.00

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* Joyce S Barnett *Plaintiff, and* William C Barnett *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* 16 *day of* August *in the year one thousand nine hundred and* Seventy-Four *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Patricia Lagarde *D. C.*