V

86A/299

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ZULA KATHLEEN BURGETT )
)
VS. )
)
TOMMY RAY BURGETT )

BOOK 4915 PAGE 364

NO. 70841

Map 148-12
Pcl 39

FINAL DECREE

This cause came on to be heard MAY 27TH 1980 at 8:00 February 1, 1980 before the Honorable Benson Trimble, judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the petition for an absolute divorce filed herein, testimony of the Plaintiff and her witnesses in open court, statement of Counsel and the entire record herein, from all of which, the Court is of the opinion that the Defendant, Tommy Ray Burgett, has been guilty of such cruel and inhuman treatment or conduct towards the Plaintiff, as to render further cohabitation both unsafe and improper for her to remain under his dominion and control.

It is therefore, ORDERED, ADJUDGED AND DECREED, that the Plaintiff, Zula Kathleen Burgett, be and she hereby is, granted an absolute divorce from the Defendant, Tommy Ray Burgett, and that in addition she be restored to all the rights and privileges of a single person.

IT IS FURTHER ORDERED that the property settlement agreement entered into by the parties, dated October 31, 1973, which in words and figures is as follows:

> "THIS AGREEMENT entered into this 31st day of October, 1973, by and between ZULA KATHLEEN BURGETT, hereinafter referred to as "Wife", and TOMMY RAY BURGETT, hereinafter referred to as " "Husband".
>
> WHEREAS, the differences between the parties have become irreconcilable, and
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> WHEREAS, there is now pending in the Fourth Circuit Court of Davidson County, Tennessee, a divorce action under Docket No. 70841, and
>
> WHEREAS, the parties upon the advice of counsel are mutually desirous of adjusting and settling their property rights, custody of their two children, all of which is evidenced by their signatures hereto.

IT IS, THEREFORE, agreed by the parties as follows:

1. Husband agrees to convey to Wife all of his right, title and interest to a house and lot located in Davidson County, Tennessee, and is more particularly known as 823 Reeves Road, Antioch, Tennessee, and shall execute all documents, deeds, etc., necessary for the legal transfer of same;

2. Husband agrees to pay to Wife the sum of Four Hundred Ten ($410.00) Dollars per month as child support and each of such payments shall become due on the first day of every month, beginning October 1, 1973, until such minor children are emancipated, married or enlist in the Armed Forces;

3. Husband conveys to Wife all of the household furniture, effects and appliances located at the residence of the parties, 823 Reeves Road, Antioch, Tennessee, as her sole and separate estate;

4. Husband agrees to keep in full force and effect all of the life insurance now issued upon his life and shall designate Wife as the sole beneficiary and as trustee for the use and benefit of the two minor children born of the parties;

5. Both Husband and Wife agree that Wife should have the sole and exclusive custody of the parties' two minor children, Starlett Janette Burgett and Lisa Gale Burgett, subject to reasonable visitation rights in the Husband and Wife agrees that Husband shall be entitled to claim said children as dependents on all future individual income tax returns;

6. Husband agrees to be covered by a medical insurance policy for the benefit of the parties' two minor children and further Husband agrees to pay for all necessary doctor, dental, drug, and/or hospital bills incurred on behalf of said children;

7. Husband shall convey to Wife all of his right, title and interest to a 1971 Ford LTD automobile and shall execute all necessary documents to effect such transfer and Wife agrees that she will continue to make all payments on such car indebtedness and shall hold Husband harmless from same;

8. Wife agrees that she will be responsible for all debts incurred in her own name since the parties' separation, July 26, 1973, and shall in addition pay the mortgage due on the above real property located at 823 Reeves Road, Antioch, Tennessee, and Husband agrees that he shall be responsible and shall pay for all indebtedness incurred by the parties or their children up until July 26, 1973, and that he shall hold Wife harmless from any such obligation;

9. Wife agrees that she has no further claim for alimony and that she hereby transfers to Husband all of her right, title and interest to a business known as Modern Heating and Air Conditioning Company, Gallatin Road, Nashville, Tennessee, and that she will sign all documents necessary to effect such transfer;

10. Husband agrees to pay to James Patrick Nichol, Solicitor for Wife, a fee of Five Hundred ($500.00) Dollars prior to the final hearing in this cause as his fair and reasonable attorney's fee for his services in this cause.

Both parties agree that the above constitutes their entire agreement and that upon advice of counsel they have freely and voluntarily entered into such and that neither of them has been subjected to fraud or undue influence in the execution of same, but is a bona fide and genuine attempt on their part to settle the property rights existing between themselves while as husband and wife. Both parties further realize that the above Agreement is merely an intention on their part and is subject to the approval of the Honorable Judge of the Fourth Circuit Court to allow them to incorporate this settlement as part of the final decree in this cause and that each has been advised that such is binding upon them until otherwise changed by this Honorable Court.

ADDENDUM:

11. Husband and wife hereby agree to ammend paragraph 1 of this Property Settlement Agreement to provide that husband hereby assumes any second mortgage indebtedness on the real estate which has been the home of the parties located at 823 Reeves Road, Antioch, Davidson County, Tennessee, the exact description of which will be included in any Final Decree of Divorce that may be granted by and between the parties, and Wife hereby agrees to pay the first mortgage indebtedness in the approximate amount of $16,000.00, and Husband and Wife both agree that simultaneously with the sale and transfer of said real estate to any new purchaser of the same that said purchaser will refinance said mortgage indebtedness and release said first mortgage indebtedness from said real estate, so that Husband will be free to borrow any funds available under his rights as a veteran under the G. I. Bill.

12. Husband and Wife further agree to ammend this property settlement agreement, specifically paragraph seven hereof to provide that said Wife will keep in full force and effect the necessary automobile liability insurance upon said 1971 Ford automobile, and further hold Husband harmless from any and all claims as a result of any liability incurred as a result of the use of the same by anyone.

be and it hereby is the Judgment of this Court. The Defendant shall be required to pay the costs of this cause, for all of which, execution may issue if necessary.

ENTER this _____ day of February, 1974.

Benson Trimble, Judge

APPROVED FOR ENTRY:

Pat Nichol

2-18-74

Pat Nichol, Attorney for Plaintiff

I, Pat Nichol, do hereby certify that a true and exact copy of the above decree has been mailed to Mr. J. L. Thompson, III, attorney for the Defendant, at his office located at 1080 Capitol Hill Building, Seventh Avenue, North, Nashville, Tennessee 37219, on this 24 day of February, 1974.

Pat Nichol

Pat Nichol, Attorney for Plaintiff

C99590

IDENTIFICATION REFERENCE

MAY 23 11 57 AM '75

# 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 of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* ZULA KATHLEEN BURGETT *Plaintiff, and* TOMMY RAY BURGETT *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* 23 *day of* MAY *in the year one thousand nine hundred and* SEVENTY-FIVE *and in the* 199th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* June Smith, *D. C.*

MINUTE BOOK 86A PAGE 299