8-22-75
1084/344

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

MARIE FITZGERALD BURR	)	BOOK 4964 PAGE 374
	)	
	)	
VS.	)	NO: 78185
	)	
	)	
ROBERT EDWARD BURR	)	

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P 52

FINAL DECREE

This cause came on to be heard on this 19th day of August, 1975 before the Honorable Joe C. Loser, Jr., Judge, holding the Third Circuit Court of Davidson County, Tennessee, upon the complaint for an absolute divorce, the testimony of the plaintiff and her corroborating witnesses in open court, statement of counsel for the respective parties and the entire record in this cause. From

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all of which it appeared to the satisfaction of the Court that the allegations of the complaint are fully sustained by the evidence, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct so as to render cohabitation unsafe and improper, and further that the plaintiff is entitled to the care, custody and control of the minor children of the parties.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be, and the same are hereby, forever and perpetually dissolved and that the plaintiff, Marie Fitzgerald Burr, be, and she is hereby awarded an absolute divorce from the defendant and restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED by the Court that the plaintiff be, and she is hereby awarded the care, custody and control of the three minor children of the parties, Laurie Burr, Robert Burr, Jr., and Lydia Burr, with reasonable visitation privileges being granted the defendant herein.

And it further appearing to the satisfaction of the Court that the parties have executed an agreement settling and adjusting their property rights and interest and matters pertaining to support and maintenance, which said agreement is in words and figures as follows, to-wit:

A G R E E M E N T

This agreement made and entered into by and between Marie Fitzgerald Burr, hereinafter referred to as the "Wife" and Robert Edward Burr, hereinafter referred to as the "Husband":

WITNESSETH:

WHEREAS, the parties hereto were married on May 30, 1960 in Nashville, Tennessee, and three children have been born of the union, namely, Laurie Burr, Robert E. Burr, Jr. and Lydia Burr; and,

WHEREAS, the parties own certain real and personal property; and,

WHEREAS, certain differences have arisen between them and they are now living separate and apart from each other; and,

WHEREAS, it is the desire of both parties to settle and determine all of their property rights and interest of whatever description existing between the parties arising out of the marital relationship and to provide for the care and support of their minor children;

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

1. The WIFE shall be vested with title to the homeplace of the parties located at 313 Twin Hills Drive in Madison, Davidson County, Tennessee, and all of the HUSBAND'S right, title and interest in and to said real estate shall be divested and the same vested in the WIFE in fee simple. If the WIFE is granted a decree of absolute divorce said decree shall so provide the above or if necessary, the husband agrees to execute a deed of conveyance conveying his said interest to the WIFE. The WIFE agrees to indemnify and hold the HUSBAND harmless from any mortgage obligation or otherwise on said homeplace from

and after the vesting of title in her name. Said real estate is more fully and accurately described as follows:

> Land in Davidson County, Tennessee, being Lot No. 183 on the Plan of Shepherd Hills, Section VIII as of record in Book 2854, page 120, Register's Office for said County.
>
> Said Lot No. 183 fronts 170 feet on the northeasterly side of Twin Hills Drive and extends back 333.9 feet on the northwesterly line and 204 feet on the southeasterly line, to a dead line in the rear on which it measures 212.6 feet.
>
> Being the same property conveyed to Robert E. Burr and wife, Marie F. Burr, by deed from Maxwell G.Parsons, et ux, as of record in Book 4241, page 697, Register's Office for said County.

2. The HUSBAND does hereby release and relinquish to the WIFE and she shall be vested with sole ownership of all of the household furnishings, appliances, equipment, paintings, and other personal property now located in or about the premises of their residence located at 313 Twin Hills Drive, excepting the following specific items which shall become the sole property of the husband, to-wit; one antique chair, guns, roll top desk, two antique marble top pieces, two Marion Cook barn paintings, one Bill Sawyer oil painting, one Cook wheat field painting, one Anton Weiss oil painting, one colored television and one autographed baseball with inscription "Ed" thereon.

3. The HUSBAND does hereby release and relinqush and agrees to vest title to the WIFE of all of his right or interest in and to the 1974 Chevrolet Caprice automobile normally operated by her and agrees that he shall execute any and all instruments necessary to convey title to this vehicle to the WIFE. The WIFE agrees that she does hereby release and relinquish any right, title or interest that she may have in and to any other automobiles owned or possessed by the HUSBAND and, if necessary, will execute any instrument necessary to convey title to the same to the HUSBAND.

4. The HUSBAND agrees that he shall keep in full force and effect and pay the premiums thereon when due certain existing life insurance maintained by him and will name thereon the WIFE as beneficiary of the said life insurance in the principal amount of

$50,000.00 which insurance shall be kept in force by him until the wife's death or remarriage. The HUSBAND further agrees he shall keep in full force and effect and pay the premiums thereon when due certain existing life insurance on his life in the total amount of $150,000.00 naming the children as equal beneficiaries thereof in the event of his death. The HUSBAND will furnish to the WIFE a certificate evidencing that said policies of life insurance are in full force and effect and will from time to time upon reasonable request being made furnish to the WIFE sufficient evidence that said policies continue to be in full force and effect in accordance with the terms of this provision.

5. The HUSBAND agrees to pay to the WIFE as alimony in solido within 30 days after the date of any final decree of divorce that may be granted to the WIFE the sum of $5,600.00 in cash.

6. The HUSBAND agrees that he will keep in full force and effect reasonable hospital and medical insurance for the benefit of the children of the parties and shall pay all medical or dental expenses for their said children or provide for the same as a result of any professional courtesies that may be available to him in his profession until said children have reached their majority.

7. It is agreed by and between the parties that it is in the best interest and welfare of the children of the parties that the WIFE have their care, custody and control but it is expressly understood and agreed that the HUSBAND shall have reasonable visitation privileges with the said children.

8. The HUSBAND agrees that he will provide a four year college education for each of the children desiring the same at a recognized and accredited college or university, including the cost of tuition, books and reasonable school expenses in connection with such education. This provision is subject to the HUSBAND'S financial ability at the time any child should be seeking a college education and in the event the HUSBAND'S income is less than fifty percent of the net amount

as evidenced by his 1974 income tax return or in the event at such time that the HUSBAND is totally disabled then the requirements of this provision herein shall be waived.

9. The HUSBAND agrees that he shall pay to the WIFE the sum of $650.00 each and every month for the support and maintenance of the minor children of the parties during their minority with the understanding that said payments shall be made on or before the first day of each month unless otherwise agreed in writing between the parties.

10. The HUSBAND agrees that he shall pay to the WIFE each month the sum of $650.00 as installment alimony for her support with the understanding that said payments shall be made by him to the WIFE on or before the first day of each month unless otherwise specifically agreed by the parties in writing. It is further understood that payments of installment alimony shall terminate upon the WIFE'S death or remarriage.

11. The WIFE does hereby release and relinquish any right, title or interest that she may have in and to any of the office equipment, furnishings, art work or other personal property possessed and contained in the HUSBAND'S business office and all of said items shall become his sole and separate property.

12. The WIFE does further agree and does hereby release and reqlinquish any right, title or interest that she may have in any stock or securities owned by the HUSBAND, any real estate of which the HUSBAND may be owner or have a beneficial interest in the same, the boat owned by him, his accounts receivable maintained in his business, or any vested interest that he may have in any profit sharing trust and stock in his professional corporation, and all of the same shall become the sole and separate property of the HUSBAND and the WIFE shall execute any instrument necessary to relinquish any interest that she may have if the same is necessary to the vesting of title in the HUSBAND.

13. The HUSBAND agrees to indemnify and hold harmless the WIFE from any note obligations incurred by the parties prior to the execution of this agreement other than the mortgage note obligation on the home referred to in this agreement.

14. The HUSBAND does further agree to pay the attorneys fees of the WIFE'S counsel of record for his representation of the WIFE in divorce proceedings filed by her and incidental matters in connection therewith including the negotiation and preparation of this agreement which attorneys fees the parties agree shall be the sum of $3,500.00 which the HUSBAND shall pay to the WIFE'S attorney of record, John W. Kelley, within 30 days after the date of any final decree of divorce that may be granted to the WIFE unless the parties specifically agree otherwise in writing with the express consent of the WIFE'S attorney. The HUSBAND further agrees that he shall pay any court costs in connection with the pending divorce action instituted by the WIFE.

15. It is understood and agreed that this Property Settlement Agreement is intended to be a final settlement of the property rights and interest of the respective parties hereto and a full discharge of their respective claims and obligations to each other and a full discharge from all other claims arising out of their marital relationship, including without limitation, dower, curtesy, statutory allowance and homestead rights.

16. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs or assigns.

17. It is further understood and agreed by and between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any other reason not stated herein. 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, reasonable and is being entered into voluntarily.

18. It is further understood and agreed that this agreement shall in no way restrict either party's right to maintain a suit for divorce, and it shall in no way restrict either party's right to make defense to such suit. It is understood and agreed by the parties that in the event the WIFE is granted a decree of absolute divorce by a court of competent jurisdiction, this instrument shall be submitted to the Court for approval and if so approved shall be incorporated in the divorce decree and made the order of that Court

IN WITNESS WHEREOF, the parties have executed this instrument on this 12th day of August, 1975.

Witness to Wife's Execution

Marie Fitzgerald Burr

Witness to Husband's Execution

Robert Edward Burr

And the Court being satisfied that the above agreement is a fair and reasonable settlement of the property rights, interest and matters pertaining to support and maintenance of the parties hereto and that the same should be ratified and approved by the Court in its entirety.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED by the Court that the above Property Settlement Agreement executed by the Parties hereto, said agreement being set forth above in its entirety, be, and the same is hereby approved in its entirety and made the judgment of this Court as fully and completely as though each and every item therein had been separately adjudicated and for the enforcement of which the processes of this Court may issue, if necessary.

IT IS FURTHER ORDERED by the Court that pursuant to the Property Settlement Agreement entered into between the parties, that all of the defendant's, Robert Edward Burr, right, title and interest in the following described real estate be and the same is hereby divested out of him completely and vested in the plaintiff, Marie Fitzgerald Burr, absolutely and in fee simple, as her sole and separate property, said parcel of real estate being more particularly described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 183 on the Plan of Shepherd Hills, Section VIII, as of record in Book 2854, page 120, Register's Office for said County.
>
> Said Lot No. 183 fronts 170 feet on the northeasterly side of Twin Hills Drive and extends back 333.9 feet on the northwesterly line and 204 feet on the southeasterly line, to a dead line in the rear on which it measures 212.6 feet.
>
> Being the same property conveyed to Robert E. Burr and wife, Marie F. Burr, by deed from Maxwell G. Parsons, et ux, as of record in Book 4241, page 697, Register's Office for said County.

IT IS FURTHER ORDERED by the Court that the costs of this cause are adjudged against the defendant, and an execution is awarded for the collection thereof as well as for the collection of any other item herein adjudicated, if the same be necessary.

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Enter this 22 day of August, 1975.

Joe C. Loser, Jr., Judge

Enter This 22 Day of August, 1975

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APPROVED FOR ENTRY:

ORTALE, KELLEY, HERBERT & CRAWFORD

By: John W. Kelley
Attorneys for Plaintiff

IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of this Decree has been placed in the United States mail to the Honorable John J. Hollins, Attorney of record for the defendant herein, on this the 20 day of August, 1975.

John W. Kelley

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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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* A TRUE COPY OF A DIVORCE ~~correct transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* LARIE FITZGERALD BURR *Plaintiff, and* ROBERT EDWARD BURR *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* 23rd *day of* OCTOBER *in the year one thousand nine hundred and* SEVENTY-FIVE *and in the* 200th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Robert Murrah, *D. C.*