IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

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PW

LENNA QUENELLE DUNN BURNES)
)
VS.) NO. 81315
)
JAMES E. BURNES)

ORDER

This cause came on to be heard February 25, 1976, before the Honorable Joe C. Loser, Jr., Judge of the Third Circuit Court of Davidson County, Tennessee, upon the original bill of the plaintiff, personal service of process had on the defendant, judgment by default duly entered, witnesses introduced in open court and the entire record in this cause.

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From all of which the Court was of the opinion that the allegations contained in the original bill were fully sustained, that is, that the defendant has been guilty of such cruel and inhuman treatment or conduct toward plaintiff as renders cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that plaintiff be and she is hereby granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that whatever right, title or interest that the defendant has or might have in the hereinafter described real estate by and the same is hereby divested out of him and vested in the plaintiff as her sole property, said property being described as follows:

> Lots Nos. 5, 6 and 7 of the Cumberland River Estates, of record in Book 4175, Page 106, Register's Office of Davidson County, Tennessee, and a part of the property conveyed to James E. Burnes and wife, Quenelle D. Burnes, by deed from C. E. Corlew, unmarried, of record in Book 4281, Page 430, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED by the Court that the property settlement agreement entered into by and between the parties be and the same is hereby in all things confirmed and it is ORDERED that the said property settlement agreement be copied into this decree verbatim as follows:

"IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LENNA QUENELLE DUNN BURNES	)	
	)	
V.	)	NO. 81315
	)	
JAMES E. BURNES	)	

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into by and between Lenna Quenelle Dunn Burnes, hereinafter called WIFE, and James E. Burnes, hereinafter called HUSBAND, both residents of Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, WIFE has filed suit against HUSBAND for divorce in the Circuit Court for Davidson County, Tennessee, the same being Docket No. ; and

WHEREAS, HUSBAND and WIFE are both desirous of entering into a Property Settlement Agreement for the purposes of settling as between themselves all matters relating to custody, support, alimony, and ownership of property;

NOW THEREFORE, for and in consideration of their mutual promises, Ten Dollars ($10.00), the receipt of which is expressly acknowledged, and other good and valuable consideration it is hereby understood and agreed by and between the parties that:

1. WIFE shall have the exclusive custody of the minor children of the parties with reasonable and liberal rights of visitation reserved to HUSBAND, the amount of visitation to be governed by the wishes of the children.

2. HUSBAND shall pay to WIFE the monthly sum of $1,500.00 broken down as follows: $900.00 as alimony and $200.00 per child as child support. The child support shall be pro rata reduced by $200.00 per child as each child reaches the age of eighteen (18) and the alimony shall be payable to WIFE for a period of ten (10) years and one (1) month from and after the entry of any Final Decree of divorce in this cause unless WIFE shall remarry prior thereto, in which event alimony shall terminate.

3. HUSBAND shall quitclaim all of his right, title, and interest into the house and three lots, numbers 5, 6 and 7 of the Cumberland River Estates, Piney Woods Acres, Davidson County, Tennessee, owned by the parties free and clear of any encumbrance, other than the first mortgage in the approximate amount of $30,000.00 which WIFE shall specifically assume. An exact description of said property to be transferred subject to assumption said mortgage is attached hereto as Exhibit A hereto.

4. All of the furniture, furnishings, silver, china, and household goods of the parties shall become the property of WIFE to the exclusion of HUSBAND, except for the personal equipment, gun collection, boats, tools, personal items and clothing, as to which HUSBAND shall be allowed title and possession. Provided, however, WIFE shall receive a yellow 154 low boy tractor, with HUSBAND receiving free and clear of any claim by WIFE a 454 international Harvester tractor with attachment and a gravely tractor.

5. WIFE shall retain title to the savings account in her name and all the funds therein.

6. WIFE shall receive free and clear from any interest of HUSBAND title to a 1974 Buick automobile owned by the parties and a 1976 Ford Club Chateau wagon.

7. WIFE shall remain custodian of the children's trust funds, however, those funds not needed for the use and benefit of said children shall remain on deposit in the bank of the choice of HUSBAND for a period of at least ten (10) years from date even though WIFE be the custodian thereof.

8. HUSBAND shall keep in full force and effect insurance on his life with the children as beneficiary thereof in the sum of $75,000.00 and WIFE as beneficiary thereof in the sum of $25,000.00 as security for the payment of alimony as called for herein. At the end of ten (10) years and one (1) month the requirement for the insurance with WIFE as the beneficiary shall cease and terminate; and as to the children, after the last has either completed his or her college education or discontinued same, the requirements of this paragraph as to insurance for them shall cease and terminate.

9. HUSBAND shall provide major medical insurance coverage for the children and will pay all hospital, doctor and dental bills.

10. It is agreed that HUSBAND is providing more than fifty percent (50%) of the support of the minor children of the parties for federal income tax purposes.

11. HUSBAND shall be responsible for and save WIFE harmless from all existing indebtedness of the parties other than the obligation of WIFE for the payment of the first mortgage indebtedness on the home as hereinbefore set forth; provided, WIFE shall incur no new or additional debts in the name of the parties after the date of this agreement.

12. Each party shall be responsible for the payment of their respective attorneys.

13. All of the rest and residue of the property of HUSBAND of every nature, character, and description shall become his to the exclusion of any interest in WIFE.

14. Except as herein set forth each party hereby forever releases and discharges the other from any obligation as between them relating to the property of the parties.

15. Each party shall execute all instruments required to effect the intention of this agreement.

16. This agreement shall be submitted to the Judge of the Circuit Court for Davidson County, Tennessee, and if approved, shall be incorporated in any Final Decree entered in this cause.

IN WITNESS WHEREOF we have executed this agreement this 12 day of December, 1975.

/s/ Howard F. Butler
WITNESS

/s/ Lewis H. Conner, Jr.
WITNESS

/s/ Lenna Quenelle Burnes
LENNA QUENELLE DUNN BURNES
"WIFE"

/s/ James E. Burnes
JAMES E. BURNES
"HUSBAND"

The defendant will pay the costs of this cause for which execution may issue.

APPROVED FOR ENTRY: S/ Joe Leon Jr
JUDGE

_____, Howard F. Butler, Attorney for Plaintiff

C E R T I F I C A T E

I hereby certify that a copy of the foregoing Order has been mailed to Mr. Lewis H. Conner, Jr., Attorney for Defendant, on February _____, 1976.

_____

IDENTIF. REFERENCE

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.
JUL 29 10 38 AM '76

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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 correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* LENNA QUENELLE DUNN BURNES *Plaintiff, and* JAMES BURNES *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* 29 *day of* JULY *in the year one thousand nine hundred and* SEVENTY SIX *and in the* 201 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Butler, *D. C.*