5-2-79
37C/22

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

72-8

MARJORIE JEAN ALLEN BURGETT)
)
VS.) NO. 95207 par: 24 & 25
)
TOMMY RAY BURGETT)

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ORDER

This cause came on to be heard April 26, 1979, before the Honorable Steve North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the original bill of the plaintiff as amended by permission of the Court to include the ground of irreconcilable differences, the testimony of the plaintiff, the property settlement agreement entered into by and between the parties and the entire record in this cause, from all of which the Court was of the opinion that the allegations of the original bill were fully sustained, that is, that irreconcilable differences existed between the plaintiff and the defendant.

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are hereby perpetually dissolved, and the plaintiff is 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 that the property settlement agreement of the parties be and the same is hereby approved and will be incorporated herein verbatim as follows:

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between TOMMY RAY BURGETT (hereinafter referred to as Husband) and MARJORIE JEAN ALLEN BURGETT (hereinafter referred to as Wife).

W I T N E S S E T H:

That the parties hereto were lawfully married on March 25, 1974, in Franklin, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, Wife has filed a Petition for Absolute Divorce. The parties are desirous of making a final and permanent settlement agreement with respect to their various assets.

Therefore, for and in consideration of the mutual promises and agreement contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. Real Estate. All right, title and interest to the parties' residence located at 1435 McGavock Pike, Nashville, Tennessee, will vest in Wife with Wife assuming the full Federal Tax liability of Husband of record with the Federal Internal Revenue Service and in the Register's Office for Davidson County, Tennessee, as of the date of any decree dissolving the marriage of Husband and Wife, including any interest, penalty or other claim of said Internal Revenue Service, and Husband shall hereby have, retain and hold a Vendor's Lien on said real estate in the full amount of said Federal Tax liability until the same is fully paid by Wife, is released and discharged, and in the event that Internal Revenue Service attempts to collect any part or all of said Federal Tax liability, Husband shall have all rights of foreclosure against said real estate, to advertise and sell the same at public outcry to the highest and best bidder, and apply the proceeds of said sale to said Federal Tax liability, and Wife hereby agrees to hold Husband harmless from said Federal Tax liability, including the cost of said foreclosure, and a reasonable attorney's fee. Wife will assume as her sole obligation all payments for said real estate, including the mortgage indebtedness to F. F. Hemmerly, all taxes and insurance, and will keep in full force and effect fire and extended coverage insurance in at least the amount of $50,000.00, and will notify Husband of any failure to pay any mortgage, tax or insurance payments immediately upon such failure, and will hold Husband harmless of any liability he may incur for payment for said real estate including a reasonable attorney's fee. The real estate is of record in the Register's Office for Davidson County, Tennessee and is more particularly described as follows:

> Land in Davidson County, Tennessee, being Units 2 & 3 of Lot No. 3 and all Lots No. 4 & 5 of Block 'A' on the Plan of Inglewood Golf Club Estates as of record in Book 843, page 98, Register's Office for said County.
>
> Said part of Lot No. 3 and all of Lots No. 4 & 5 front together 160 feet on the northerly side of Williams Ferry Road and run back from the center of said Road 560 feet on the easterly line and 574 feet, more or less, on the westerly line to a dead line measuring 171.36 feet thereon.
>
> Being the same property conveyed to Tommy Ray Burgett and wife, Marjorie J. Burgett by deed from Francis Floyd Hemmerly and wife, Jessie Mai Hemmerly, of record in Book 4827, Page 134, Register's Office for Davidson County, Tennessee.

2. Automobiles. All right, title and interest in the 1973 Ford Thunderbird now in the name of Husband will vest in Husband, and Wife will be divested of all right, title and interest in same. All right, title and interest in the 1969 Ford automobile will vest in Wife, and Husband will be divested of any right, title and interest in same.

3. Furniture and Household Furnishings. All right, title and interest in the furniture and household furnishings located in the parties' residence at 1435 McGavock Pike will vest in Wife, and Husband will be divested of any right, title and interest in same, including the draperies and clothing and personal items belonging to Wife.

4. Additional Instruments. Each of the parties shall, from time to time, execute, acknowledge and deliver any and all further instruments that may be reasonably required to give full force and effect to the provisions of this agreement.

5. Court Costs. Wife agrees to pay all court costs incident to the divorce action.

6. Attorney's Fees. Husband and Wife agree that each shall pay his or her own attorney's fees.

THIS AGREEMENT, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided, and as provided by law. Specifically included in this agreement are any claims for support, maintenance, alimony, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

WITNESS our hands on this 26th day of April, 1979.

/s/ Tommy Ray Burgett
TOMMY RAY BURGETT

/s/ Jack Thompson
WITNESS

/s/ Marjorie Allen Burgett
MARJORIE JEAN ALLEN BURGETT

/s/ Howard F. Butler
WITNESS"

The plaintiff will pay the costs of this cause for which execution may issue if necessary.

JUDGE
Enter This 2 Day of May, 1979.

APPROVED FOR ENTRY:

Howard F. Butler, Howard F. Butler, Attorney for Plaintiff

4096 05/21 3.00

Mail:
Alan C. Householder
420 Stahlman Bldg.
Nashville Tenn.
37201

F 30347

IDENTIF. REFERENCE

MAY 21 3 21 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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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*~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Marjorie Jean Allen 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* 21st. *day of* May *in the year one thousand nine hundred and* Seventy-Nine *and in the* 203rd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttrey, *D. C.*

Form #GR-117