BARBARA HARRISON BURROWS) IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

VS)

HENRY ALLEN BURROWS) RULE NO. 5 9 3 2 8

Mag. 94-1.
Bar. 188

BOOK 5528 PAGE 265

DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard before the Honorable Thomas O. H. Smith, Jr., Special Judge, holding the Probate Court for Davidson County, Tennessee, this 8th day of November 1971, upon the original and amended and supplemental complaint for absolute divorce filed by the plaintiff, Barbara Harrison Burrows, the answer filed by the defendant, Henry Allen Burrows, testimony of the plaintiff and witnesses examined in open Court, the property settlement agreement executed by the plaintiff and the defendant, statement of counsel, and the entire record from all of which the Court was of the opinion that the statutory grounds for divorce alleged by the plaintiff in her bill were true and substantiated by the proof, that the defendant has been guilty of such cruel and inhuman treatment or conduct toward the plaintiff as renders cohabitation unsafe and improper for her to be under his dominion and control; and further, that the defendant has abandoned the plaintiff or turned her out of doors and refused and neglected to provide for her. The Court was further of the opinion from the testimony presented and from the property settlement agreement submitted and filed, executed by the parties, that the property settlement entered into by and between the parties should be approved and that the real property heretofore owned by the parties as tenants by the entireties, located at 806 South 13th Street, Nashville, Davidson County, Tennessee, should now be divested out of the defendant, Henry A. Burrows, and reinvested into the plaintiff, Barbara Harrison Burrows; and further, that the remainder of the property settlement agreement should also be approved in its totality.

It is THEREFORE ORDERED, ADJUDGED and DECREED by the Court:

1. That the bonds of matrimony heretofore subsisting between the plaintiff and the defendant, be, and are absolutely and perpetually dissolved and the plaintiff is restored to all the rights and privileges of an unmarried person.

2. That all title and interest in and to the real property hereinafter described is herewith divested out of the defendant, Henry Allen Burrows, and reinvested into the plaintiff, Barbara Harrison Burrows, the said Henry A. Burrows and Henry Allen Burrows and also Barbara Burrows and Barbara Harrison Burrows, as shown in the original warranty deed are herewith declared to be each one and the same persons, respectively.

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 177 on the Plan of Payne, Blakemore and Cummings Addition to East Nashville, of record in Book 57, page 70, Register's Office for Davidson County, Tennessee.

SAID Lot No. 177 fronts 50 feet on the westerly side of South 13th Street and runs back between lines 150 feet to an alley on which it measures 50.15 feet.

BEING the same property conveyed to Henry A. Burrows and wife, Barbara Burrows by deed from Robert Lee Cole and wife, Alpha K. Cole, of record in Book 4177, page 558, Register's Office for Davidson County, Tennessee.

The plaintiff, Barbara Harrison Burrows, will assume the unpaid balance on a first mortgage deed of trust on the above described property executed by Henry A. Burrows and wife, Barbara Burrows to David S. Loeb, Trustee, as of record in Book 4177, page 560, Register's Office for Davidson County, Tennessee, securing United Mortgagee Servicing Corporation on their first mortgage note.

3. All title and interest in and to the household furniture and fixtures and furnishings of the parties is herewith awarded to the plaintiff with the exception of a Television Set and the books, magazines, photographs, and personal effects which belong to the defendant, and these matters will be turned over to the defendant. Any unpaid balance on said furniture, furnishings and fixtures will be assumed by the plaintiff, excepting the indebtedness due and owing to Mutual Loan and Thrift Company, which indebtedness the defendant is herewith ordered to pay and to save the plaintiff harmless from any obligation she may have to pay.

4. Reference is herewith made to the property settlement agreement which agreement is herewith approved by the Court.

All costs of this cause are adjudged against the defendant, Henry Allen Burrows, for all of which execution may issue if necessary.

/s/ Hugh Smith Jr
JUDGE

APPROVED FOR ENTRY:

James A. Carney
James A. Carney, Attorney for Plaintiff

J. F. Doty, Attorney for Defendant

CERTIFICATE

I, James A. Carney, hereby certify that a copy of this decree has been personally delivered to the offices of J. F. Doty, attorney for the defendant, this 8th day of November 1971.

James A. Carney
James A. Carney

U. T. E. S. SEPTEMBER TERM, ON THE [illegible] DAY OF NOVEMBER, 1971

F. 62852

IDENTIF. REFERENCE

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Nov 12 12 29 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DOCKET NO. 59328 Minute Book 20A / Page 197

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* BARBARA HARRISON BURROWS *Plaintiff, and* HENRY ALLEN BURROWS *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* 12th *day of* November *in the year one thousand nine hundred and* seventy-nine *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By G. Knight, *D. C.*

Form #GR-117