10-15-79
147C/1983

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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| MARION PATRICK BURNES, | ) | BOOK 5556 PAGE 50 |
| Plaintiff/Cross-Defendant | ) | |
| vs. | ) | NO. 96393 |
| MALLIE LOU (WATSON) BURNES, | ) | |
| Defendant/Cross-Plaintiff | ) | |

FINAL DECREE

This cause came on to be heard on the 15th day of October, 1979, before the Honorable Judge of the First Circuit Court for Davidson County, Tennessee, upon Plaintiff's Petition for Absolute Divorce, alleging irreconcilable differences as a ground for divorce; upon the Property Settlement Agreement and Addendum, which provides for the division of the parties' respective rights and interest in all jointly-owned property, and the apportionment of the parties' debts; upon all of the pleadings; upon the testimony of Plaintiff and the statements of counsel; and upon the entire record, from all of which the Court finds that the allegations of Plaintiff's petition for divorce are sustained by the proof in that there exist such irreconcilable differences between the parties as would render further cohabitation unsafe and improper and that Plaintiff is entitled to an absolute divorce on these grounds; that the Property Settlement Agreement and Addendum heretofore executed by the parties is a fair and complete apportionment of the marital property, and for payment of the parties' debts, and should be approved; and that the necessary waiting period, as required by statute, has elapsed.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Plaintiff be, and is hereby, awarded an absolute divorce from Defendant and that he be restored to all the rights and privileges of an unmarried person.

The original Property Settlement Agreement and Addendum are hereby approved by the Court and each and every provision of said Agreement is hereby made the decree of the Court. The Property Settlement Agreement and Addendum are in words and figures as follows:

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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| MARION PATRICK BURNES,<br><br>Plaintiff and<br>Cross-Defendant | ) | |
| VS. | ) | NO. 96393 |
| MALLIE LOU (WATSON) BURNES,<br><br>Defendant and<br>Cross-Plaintiff | ) | |

PROPERTY SETTLEMENT - CUSTODY AGREEMENT

This agreement made and entered into, this the 4 day of September, 1979, by and between Mallie Lou Burnes, hereinafter called, "WIFE", and Marion Patrick Burnes, hereinafter called "HUSBAND".

W I T N E S S E T H:

WHEREAS, unhappy differences have arisen between the parties, and husband filed a suit for divorce in the First Circuit Court for Davidson County, Tennessee, and wife filed a cross-complaint, same being Rule No. 96393; and

WHEREAS, the parties are desirous of settling all controversies in said suit concerning alimony, a division of property, and the custody of their minor children and their support because the differences that exist between the parties are not reconcilable.

NOW, THEREFORE, the parties agree as follows:

1. Husband shall have, as his sole and separate property, the house and lot located at 529 Frankfort Drive, Hermitage, Tennessee, held as tenants by the entirety, subject to the following limits and conditions:

1. In the event husband re-marries, said property shall be sold, or upon the sale of said property by the husband, wife shall

receive the sum of Two Thousand ($2,000.00) Dollars cash, from the proceeds of said sale. A lien is retained by the wife to secure said payment; any deed or transfer shall so state.



2. Husband agrees to pay the monthly mortgage payment and to discharge any and all other types of liens or claims against said real property and save the wife harmless from any obligation thereon.

2. Wife shall have, as her sole and separate property, the household furnishings, personal belongings and personal property now in her possession, including the 1977 Chevrolet automobile.

3. Husband shall have, as his sole and separate property, all of the household furnishings, (except the desk and sewing machine, which items shall become the absolute property of wife), personal belongings and personal property now in his possession, including all other automobiles owned or held by the parties.

4. Both parties agree not to charge or to use the credit of the other party or to incur debts against the other party from and after the date of this agreement.

5. Husband shall have the care, custody and control of the two minor children of the parties, Carey and Michael, with reasonable and liberal visitation rights reserved for the wife, with a minimal visitation for wife every other weekend from Friday until Sunday night, one month during summer vacation and one week during Christmas.

6. Wife waives all other claims for alimony.

7. Wife agrees to pay her attorney of record, Robert H. Jennings, Jr., any fees for his services in this cause.

8. Husband agrees to pay his attorney of record, Ronald B. Buchanan, any fees for his services in this cause, and the Court Costs.

Both parties understand this Agreement is subject to the approval of the Court in the event a divorce is granted to

either party. However, in the event a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, this Agreement is a full, final and complete settlement of all the property rights of the parties and the same may be incorporated in the final decree of divorce. Parties submit to the jurisdiction of the Court for the purposes herein contained. Further, this Agreement is entered into without any collusion between the parties, but solely of their own free will and accord.

IN WITNESS WHEREOF, the parties have executed this agreement the day and date first above written.

ROBERT H. JENNINGS, JR.
Attorney for Defendant and
Cross-Plaintiff

RONALD B. BUCHANAN
Attorney for Plaintiff and
Cross-Defendant

MALLIE LOU (WATSON) BURNES
Wife

MARION PATRICK BURNES
Husband

IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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| MARION PATRICK BURNES,<br><br>Plaintiff and<br>Cross-Defendant | ) | |
| vs. | ) | NO._____ |
| MALLIE LOU (WATSON) BURNES,<br><br>Defendant and<br>Cross-Plaintiff | ) | |

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ADDENDUM TO PROPERTY SETTLEMENT AGREEMENT

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This Addendum made and entered into, this 17th day of Sept, 1979, by and between MALLIE LOU BURNES, hereinafter called "Wife," and MARION PATRICK BURNES, hereinafter called "Husband."

W I T N E S S E T H :

WHEREAS, a need has developed to clarify certain provisions of the original Property Settlement Agreement, dated September 4, 1979; and

WHEREAS, the parties are desirous of settling all rights as between them and to properly provide for the custody of the minor children and their support.

NOW, THEREFORE, the parties agree to amend the original Property Settlement Agreement as follows:

1. Paragraph 5 of the original Property Settlement Agreement is amended for the purpose of clarification to read as follows:

> "Husband shall have the care, custody and control of the two minor children of the parties, CAREY and MICHAEL, with reasonable and liberal visitation rights reserved for the Wife, with a minimal visitation for Wife every other weekend from Friday until Sunday night, one month during summer vacation and one week during the Christmas holidays.

2. Paragraph 2 of the original Property Settlement Agreement is amended to read as follows:

> "Wife shall have, as her sole and separate property, the household furnishings, personal belongings and personal property now in her possession, including the 1977 Chevrolet automobile. There is currently an outstanding indebtedness owing against certain household furnishings in wife's possession, upon which the Husband is personally obligated. The Husband shall pay the monthly installments on said indebtedness until such time as the debt is retired or the Wife remarries, whichever shall occur first."

3. A new Paragraph 9 shall be added to the original Property Settlement Agreement which shall read as follows:

> "The Husband shall pay to the Wife the sum of Fifty Dollars ($50.00) per month to be applied toward increased rent so that the Wife may secure a two-bedroom apartment. The Wife currently has a one-bedroom apartment. This will allow the parties minor children a place to stay while the Wife is exercising her visitation privileges. The Husband shall continue to pay the Fifty Dollars ($50.00) per month until such time as the Wife remarries, secures a full time roommate to share the apartment, or ceases exercising her visitation privileges, whichever shall occur first."

4. A new Paragraph 10 shall be added to the original Property Settlement Agreement which shall read as follows:

> "The Husband shall reimburse the Wife for such gasoline as she uses in exercising her visitation privileges to pick the children up and return them home, up to a maximum of Twenty Dollars ($20.00) per month."

5. All other terms, provisions, covenants and conditions of the original Property Settlement Agreement are incorporated herein verbatim and ratified by the parties except as above amended.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and date first above written.

RONALD B. BUCHANAN
Attorney for Plaintiff and
Cross-Defendant

MARION PATRICK BURNES
"Husband"

ROBERT H. JENNINGS, JR.
Attorney for Defendant and
Cross-Plaintiff

MALLIE LOU (WATSON) BURNES
"Wife"

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff shall be responsible for paying the Court costs in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

ENTER this 15th day of October, 1979.

JUDGE

APPROVED FOR ENTRY:

BUCHANAN & EDWARDS

BY: Ronald B. Buchanan

Attorney for the Plaintiff
271 West Main Street
P. O. Box 1045
Hendersonville, Tennessee 37075

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished to the individuals listed below this 15 day of Oct, 1979.

Persons served:

Mrs. Hallie Lou Burnes
c/o Robert H. Jennings, Jr.
Attorney at Law
21st Floor, L & C Tower
Nashville, Tennessee 37219

F 72448

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IDENTIF. REFERENCE

JAN 16 12 19 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

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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* true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* MARION PATRICK BURNES *Plaintiff, and* HALLIE LOU (WATSON) 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* 16th *day of* January *in the year one thousand nine hundred and* eighty *and in the* 204th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

*By* [signature] *, D. C.*

Form #GR-117