BARBARA ANN BURKHARDT JONES)
VS.) NO. 47280
JAMES DORRIS JONES)

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IN THE FOURTH CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

42-3-84
BR

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 15th day of July, 1966, before the Honorable Benson Trimble, Judge, upon the original bill of complaint for an absolute divorce, personal service of process upon the defendant, a pro confesso heretofore entered against the defendant, the proof of the complainant and her witnesses in Open Court, the property settlement agreement executed by the parties on January 31st, 1966, and the statements of counsel for both parties. The cause was thereupon taken under advisement by the Court to permit a deposition to be taken and filed in behalf of the complainant, which deposition has subsequently been filed and considered by the Court. From all of the foregoing, the Court is of the opinion that the complainant has proved her grounds for divorce, namely, that the defendant is guilty of such cruel and inhuman treatment or conduct towards the complainant as renders cohabitation unsafe and improper, rendering it unsafe and improper for her to continue to be under his dominion and control. The Court is further of the opinion that the property settlement agreement executed by the parties on January 31, 1966, is fair and reasonable, and that its provisions should be made the decree of this Court to the extent that they have not already been carried out by the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the complainant be, and she is hereby, granted an absolute divorce from the defendant. The bonds of matrimony uniting the complainant and the defendant are hereby absolutely and perpetually dissolved, and the complainant is forever freed from the obligations thereof and restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to paragraph 1 of the property settlement agreement, that all of the right, title and interest of the defendant, James Dorris Jones, in the real property located at 1004 Graycroft Avenue, Madison, Davidson County, Tennessee, be divested out of the defendant and vested absolutely in the complainant, Barbara Ann Burkhardt Jones. The said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 66 on the Plan of Primrose Acres, as of record in Book 2663, Pages 106 and 107; Register's Office for said County.
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> Said Lot No. 66 fronts 100 feet on the southeasterly side of Graycroft Avenue and extends back 214.4 feet on the northeasterly line and 212.8 feet on the southwesterly line, to a dead line in the rear on which it measures 100 feet.

Being the same property conveyed to James D. Jones and wife, Barbara B. Jones, by deed from Kenneth E. Burnette and wife, Dorothy D. Burnette, as of record in Book 3499, Page 69, said Register's Office.

The said property is subject to a Deed of Trust executed on January 3rd, 1963, to James E. Malone, Trustee, to secure an indebtedness to Lovell & Malone Inc. The defendant is ordered to pay off any mortgages or encumbrances against the property in cash or to make monthly payments as due upon any such outstanding mortgages or encumbrances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of paragraph 2 of the property settlement agreement, that all of the right, title and interest of the defendant in and to the household furnishings and goods located on the premises at 1004 Graycroft Avenue, Madison, Davidson County, Tennessee, be divested out of the defendant and vested absolutely in the complainant, there being no personal belongings of the defendant remaining at said residence.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of paragraph 4 of the property settlement agreement, that the complainant have and recover of the defendant the sum of Three Thousand ($3,000.00) Dollars in cash, payable within thirty days from and after the entry of this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of paragraph 5 of the property settlement agreement, that the defendant pay to George H. Cate, Jr., as Solicitor for the complainant, the sum of Two Hundred Fifty ($250.00) Dollars for his services rendered to the complainant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of paragraph 6 of the property settlement agreement, that all joint obligations of the parties shall be assumed and paid by the defendant, including, but not limited to, the following: Mortgage upon office building at 1525 Gallatin Road, North, Madison, Tennessee; mortgage upon unimproved commercial property on West Main Street, near Hendersonville, Tennessee; mortgage on beauty shop located at 117 Stadium Drive, Hendersonville, Tennessee; mortgage on house and lot located on Lot No. 14, Scottish Highlands Subdivision; mortgage on house and lot located on Lot No. 17, Scottish Highlands Subdivision; mortgage on unimproved lot No. 41 Scottish Highlands Subdivision; mortgage on house and lot, being Lot No. 98 in Indian Lake Forest; and a note executed by the parties jointly to the father of the defendant in the original amount of $12,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that all of the right, title and interest of the complainant, Barbara Ann Burkhardt Jones, be divested out of her and vested absolutely in the defendant, James Dorris Jones, with respect to the following properties: Office Building, 1525 Gallatin Road, North, Madison, Tennessee; unimproved commercial property located on West Main Street near Hendersonville, Tennessee; beauty shop located at 117 Stadium Drive, Hendersonville, Tennessee; house and lot, being Lot No. 14, Scottish Highlands Subdivision; house and lot, being Lot No. 17, Scottish Highlands Subdivision; unimproved lot, being Lot No. 41, Scottish Highlands Subdivision; house and lot, being Lot No. 98, Indian Lake Forest; and any and all lots located in the Twin Bay Subdivision, Sumner County, Tennessee. Pursuant to the provisions of paragraphs 7 and 8 of the property settlement agreement, the complainant will execute necessary instruments, if required by the defendant, to transfer the foregoing properties to the defendant, and to transfer to the defendant any other properties jointly owned by the parties not already expressly referred to or described in this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the transfers and payments set forth in this decree from the defendant to the complainant shall be considered as alimony in solido, and the defendant shall be released from any further claim or demand by the complainant for alimony, support, or other marital benefit.

The costs of this cause are taxed to the defendant. For these costs and all monetary sums ordered to be paid by the defendant, execution may issue if necessary.

JUDGE

APPROVED FOR ENTRY:

George H. Cate, Jr.
Solicitor for Complainant

Solicitor for Defendant

I hereby certify that a copy of this decree has been mailed to the Honorable Dennis Wright, Solicitor for the Defendant, this 3rd day of August, 1966.

George H. Cate, Jr.

mail- The Farmers Bank
The Farmers Bank
White House, Tenn
37188
attn: Howell Wilson

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IDENTIF. REFERENCE

MAR 6 3 23 PM '81

FILED ELVIS J. RICHTER
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* BARBARA ANN BURKHARDT JONES *Plaintiff, and* JAMES DORRIS JONES *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* February *in the year one thousand nine hundred and* eighty-one *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Suzy Woods, *D. C.*

Form #GR-117