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GEORGE C. ROBERTS, CLERK

K. Lovley D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Map: Parcel 162 - 9 B - 48

JULIE ANN BURKE,

Complainant,

-VS-

NO: 81D-1462

CHRISTOPHER PAUL BURKE,

Defendant.

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard on August 14, 1981 before the Honorable Benson Trimble, Judge of the 4th Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce, upon the Default Judgment entered in this cause, upon the Property Settlement Agreement executed by the parties, and upon the entire record in this cause, from all of which it appears that the Complainant, Julie Ann Burke, and the Defendant, Christopher Paul Burke, have such irreconcilable differences in their marriage as would render further cohabitation improper and as would allow said marriage to be terminated under Tennessee Divorce Statutes.

It further appears to the Court that the parties have entered into a Property Settlement Agreement which is hereby approved by the Court.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore subsisting between the Complainant and the Defendant are absolutely and forever dissolved and that each of the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that pursuant to the Property Settlement Agreement the Complainant, Julie Ann Burke, is hereby divested of all of her right, title and interest in a condominium

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previously owned by the parties as tenants by the entirety, known as Unit #134 and located at 5600 Country Drive in Nashville, Tennessee, and the Defendant, Christopher Paul Burke, is hereby vested with all of the Complainant's said right, title, and interest in said condominium, which is more accurately described as follows:

> A certain Condominium apartment in Davidson County, Tennessee, described as follows, to-wit:
>
> TOWN house No. 134, Building No. 12, in a Horizontal Property Regime as shown on the Plan of Hickory Valley Condominium, Phase 3, as of record in Book 4860, page 1, as amended in Book 4890, page 372, Book 505, page 94, Book 5200, page 110, Book 5200, page 120, and Book 5200, page 131, said Register's Office, to which reference is here made.
>
> BEING the same property conveyed to Bernard Leo McWilliams by deed from Randall Phillips Builders, Inc., of record in Book 5370, page 140, Register's Office for Davidson County, Tennessee.
>
> THIS conveyance is subject to any and all existing easements and restrictions of record.

IT IS FURTHER ORDERED that the Property Settlement Agreement entered into between the parties is hereby ratified and approved by the Court and is incorporated into and made a part of this Decree. The Property Settlement Agreement is as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of August, 1981 by and between JULIE ANN BURKE, hereinafter referred to as "Mrs. Burke", and CHRISTOPHER PAUL BURKE, hereinafter referred to as "Mr. Burke", both being citizens and residents of Nashville, Davidson County, Tennessee.

WITNESSETH:

WHEREAS, the parties hereto have encountered marital difficulties which are irreconcilable; and

WHEREAS, there is now pending an action for absolute

divorce between the parties in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

1. Mr. & Mrs. Burke own as tenants by the entirety their condominium, known as Unit #134, and located at 5600 Country Drive in Nashville, Tennessee. Mr. Burke is presently residing at the condominium, and as a result of his desire to retain said condominium as his residence, the parties mutually agree that Mr. Burke shall pay to Mrs. Burke the sum of Three Thousand Dollars ($3,000), upon the execution of this Property Settlement Agreement as a lump sum payment for Mrs. Burke's entire right, title and interest in said condominium. The parties further agree that upon the incorporation of this Property Settlement Agreement into decree form by the Court that such decree will operate to divest out of Mrs. Burke all of her right, title and interest in said condominium and will operate to vest in Mr. Burke all of Mrs. Burke's said right, title and interest. Mr. Burke shall execute a hold harmless agreement in favor of Mrs. Burke with respect to any indebtedness on said property and he shall make his best efforts to release Mrs. Burke from any obligation on said condominium, including but not limited to her release from the Deed of Trust and her release from the Promissory Note executed by the parties in connection with the purchase of said condominium.

2. Mr. & Mrs. Burke have filed a 1980 Federal income tax return with the Internal Revenue Service and have received a refund from the Internal Revenue Service in the approximate amount of One Thousand Forty-six Dollars ($1,046). The parties mutually agree that said refund shall be evenly divided between the parties upon the execution of this Property Settlement Agreement.

3. The parties mutually agree that Mr. Burke shall be allowed to retain such items of furniture, appliances, household furnishings and other personal property currently located at the aforesaid condominium, and that Mrs. Burke shall be allowed to retain such items of furniture, appliances, household furnishings and other personal property now in her possession. The parties specifically agree that Mrs. Burke shall be allowed to retain the 1978 Buick Grand Prix automobile which she now operates and which is titled in her name.

4. The parties mutually agree that all stocks, bonds and/or other securities which they may jointly or individually own have been divided to their mutual satisfaction so that no dispute remains as to such securities.

5. The parties mutually agree that the balance of all joint checking accounts, joint savings accounts and/or other similar accounts have been divided to their mutual satisfaction so that no dispute remains as to such bank accounts.

6. The parties mutually agree that whatever debts or charges which may have been incurred by either party heretofore or which may be incurred hereafter shall be the sole and exclusive responsibility of the party incurring such debt or charge. Mrs. Burke agrees that immediately upon the execution of this Property Settlement Agreement she will return to Mr. Burke all credit cards which are in his name, and Mr. Burke agrees that immediately upon the execution of this Property Settlement Agreement he will return to Mrs. Burke all credit cards which are in her name.

7. Each of the parties agree to be individually responsible for attorneys' fees which each has incurred, and the parties agree to split evenly all court costs incurred in connection with the divorce to be obtained by the parties.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that this

Property Settlement Agreement or pertinent portions thereof may be incorporated into decree form should the Court see fit to decree a divorce between the parties.

Nothing herein is intended, nor shall be construed, as infringing upon the prerogative of the Court having jurisdiction of this cause; the sole and only purpose of this Property Settlement Agreement being the mutual desire of the parties to make an advantageous disposition of their jointly owned personalty and realty.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and date first above written, each retaining a copy hereof, the receipt of which is hereby acknowledged.

/s/JULIE ANN BURKE
JULIE ANN BURKE, Complainant

GRACEY, MADDIN, COWAN & BIRD

BY:/s/WILLIAM H. TATE
William H. Tate
Attorney for Complainant

/s/CHRISTOPHER PAUL BURKE
CHRISTOPHER PAUL BURKE, Defendant

/s/W. E. WEEMS
W. E. Weems
Attorney for Defendant

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Julie Ann Burke,

with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nasnville, Tennessee this 7th day of August, 1981.

/s/Ruth Anne Caruthers
Notary Public

My Commission Expires: 7/17/83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Christopher Paul Burke, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 7th day of August, 1981.

/s/Ruth Anne Caruthers
Notary Public

My Commission Expires: 7/17/83

The costs of this cause shall be evenly divided between the parties, for which execution may issue, if necessary.

Enter this 14 day of August, 1981.

JUDGE

APPROVED FOR ENTRY:

GRACEY, MADDIN, COWAN & BIRD

By: William H. Tate
William H. Tate
Attorneys for Complainant

cc: W. E. Weems, Attorney for Defendant
2500 Hillsboro Road
Sweetbriar Building
Nashville, Tennessee 37212

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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* Julie Ann Burke *Plaintiff, and* Christopher Paul Burke *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* 24th *day of* August *in the year one thousand nine hundred and* eighty-one *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Randy Bryant, *D. C.*

Form #GR-117

RUSH

DAVIDSON COUNTY, TENN.
FEE PAID AND REGISTERED
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IDENTIFICATION REFERENCE

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