43A/194

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH MORRISON BURKS,)
Plaintiff,)
vs.)
RICKY GENE BURKS,)
Defendant.)

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No. 81D-2261

117-11-0-B 120
4p.

O R D E R

This cause came on to be heard on the 20th day of August, 1981, before the Honorable Stephen North, Judge of the Fifth Circuit Court for Davidson County, Tennessee, upon complaint of the plaintiff, default of the defendant, testimony of the plaintiff, statement of counsel and the record from all of which this Court is of the opinion that the parties have such irreconcilable differences between them as would entitle the plaintiff to an absolute divorce.

It is therefore ORDERED, ADJUDGED and DECREED that the plaintiff, Deborah Morrison Burks, be awarded an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the property settlement agreement attached hereto as Exhibit A and executed by the parties on August 12, 1981, be and is hereby incorporated by reference into this order, which agreement contains among others the following provisions:

1. All of Husband's right, title, and interest in the parties' joint residence, condominium unit H-9, 3600 Hillsboro Road, shall be vested in Wife. Husband agrees to sign all documents necessary to bring about the transfer of his interest to Wife. Wife shall bear the transfer costs and recording fees.

2. All of Husband's right, title, and interest in the 1981 Datsun automobile, Serial No. PN10-001402, shall be vested in Wife. Wife agrees to assume and pay the present indebtedness on said automobile and to bear the costs of transfer of title. Husband agrees to sign all documents necessary to bring about the transfer of title.

3. The parties have already divided the remaining joint personal property. Each party is vested with full ownership of the items in his or her possession on the date of the Final Decree.

4. Husband agrees to assume and pay the existing student loan which is in the approximate amount of $1,500.00. In the event that Husband fails to make timely payments on said loan, or defaults in any installment or condition of said loan, or if said loan is accelerated by the lender, or if suit thereon is filed against Wife, Wife is hereby given an automatic judgment against Husband for the remaining principal balance, plus all additional amounts claimed against her by the lender. If Husband shall cure said default or cause the lender to withdraw its demand or claim against Wife, the judgment against Husband shall be null and void.

5. In the event that Wife fails to make payments on the automobile loan or defaults in any installment or obligation to the lender under such loan, judgment is hereby automatically given to Husband in the amount of the remaining principal balance on said loan plus all other amounts claimed by the lender. If Wife shall cure said default or otherwise arrange for the retraction of any demand or claim against Husband, the judgment against Wife shall be null and void.

6. Wife shall pay Husband $1,000.00 cash.

7. The parties shall each bear the fees and expenses of their respective attorneys.

8. The wife shall be responsible for any and all court costs incurred as a result of this divorce action.

9. Wife shall be restored to her maiden name, Deborah Kay Morrison.

Dated: August 24, 1981

JUDGE

APPROVED FOR ENTRY:

CHAMBERS JOHNSON & BECKNER

George E. Copple, Jr.
12th Floor, First American Center
Nashville, Tennessee 37238

cc: J. Thomas Martin, Esquire
Attorney for Defendant

IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH MORRISON BURKS,)
)
Plaintiff)
)
v.) No. 81D-2261
)
RICKY GENE BURKS,)
)
Defendant)

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made by and between Deborah Morrison Burks ("Wife") and Ricky Gene Burks ("Husband") this 17th day of Aug., 1981.

WITNESSETH:

WHEREAS, the parties have experienced irreconcilable marital differences which have resulted in the filing by Wife of a complaint for absolute divorce in the Fifth Circuit Court for Davidson County, Tennessee;

WHEREAS, it appears that the differences between the parties are irreconcilable and that a divorce is inevitable;

WHEREAS, the parties wish to assist the Court in an equitable division of the joint property interests and in no way are endeavoring to influence the Court insofar as grounds for divorce are concerned;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. All of Husband's right, title, and interest in the parties' joint residence, condominium unit H-9, 3600 Hillsboro Road, shall be vested in Wife. Husband agrees to sign all documents necessary to bring about the transfer of his interest to Wife. Wife shall bear the transfer costs and recording fees.

2. All of Husband's right, title, and interest in the 1981 Datsun automobile, Serial No. PN10-001402, shall be vested in Wife. Wife agrees to assume and pay the present indebtedness on said automobile and to bear the costs of transfer of title. Husband agrees to sign all documents necessary to bring about the transfer of title.

3. The parties have already divided the remaining joint personal property. Each party is vested with full ownership of the items in his or her possession on the date of the Final Decree.

4. Husband agrees to assume and pay the existing student loan which is in the approximate amount of $1,500.00. In the event that Husband fails to make timely payments on said loan, or defaults in any installment or condition of said loan, or if said loan is accelerated by the lender, or if suit thereon is filed against Wife, Wife is hereby given an automatic judgment against Husband for the remaining principal balance, plus all additional amounts claimed against her by the lender. If Husband shall cure said default or cause the lender to withdraw its demand or claim against Wife, the judgment against Husband shall be null and void.

5. In the event that Wife fails to make payments on the automobile loan or defaults in any installment or obligation to the lender under such loan, judgment is hereby automatically given to Husband in the amount of the remaining principal balance on said loan plus all other amounts claimed by the lender. If Wife shall cure said default or otherwise arrange for the retraction of any demand or claim against Husband, the judgment against Wife shall be null and void.

6. Wife shall pay Husband $1,000.00, cash.

7. The parties shall each bear the fees and expenses of their respective attorneys.

8. The wife shall be responsible for any and all court costs incurred as a result of this divorce action.

9. Wife shall be restored to her maiden name, Deborah Kay Morrison.

IN WITNESS WHEREOF, the parties have hereunto subscribed their signatures on the date hereinabove written.

Deborah Morrison Burks
DEBORAH MORRISON BURKS

Ricky Gene Burks
RICKY GENE BURKS

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, the within named Deborah Morrison Burks, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

This 11th day of Aug., 1981.

Barry E. Cyphe, Jr.
NOTARY PUBLIC

My Commission Expires: 1-15-83

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, the within named Ricky Gene Burks, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

This 5th day of Aug., 1981.

Jewel T. Lucas
NOTARY PUBLIC

My Commission Expires: 4/21/85

607 09/30 18.00- CHECK

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IDENTIF. REFERENCE

SEP 30 1 47 PM '81

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FEE ... DAVIDSON 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* ~~correct~~ True Copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Deborah Morrison Burks *Plaintiff, and* Ricky Gene Burks *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* September *in the year one thousand nine hundred and* Eighty-One *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, D. C.

Form #GR-117