IN THE SIXTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FREIDA M. BURKEEN,

Plaintiff,

VS.

DONNIE R. BURKEEN,

Defendant.

NO. 81D-126

43-2
86

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FINAL DECREE

This cause came on to be heard on the 23rd day of March, 1981, before the Honorable James Swiggart, Judge of the Sixth Circuit Court for Davidson County, Tennessee, on a Complaint for Absolute Divorce with a written Property Settlement Agreement signed by both parties attached thereto pursuant to T.C.A. 36-801 (II), filed by the Plaintiff, Freida M. Burkeen, on the grounds of irreconcilable differences. After statement of counsel, statement of Plaintiff, and the entire record, the Court finds that the Plaintiff is entitled to an absolute divorce on the ground of irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff is awarded an absolute divorce and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved, and Plaintiff is restored to all the rights and privileges of an unmarried person.

The Court further finds that the parties have made adequate and sufficient provision for the equitable settlement of property rights of the parties to this cause in the aforesaid written property settlement agreement. Said agreement is made a part of this Final Decree of divorce, and is as follows:

"PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this the 7th day of January, 1981, by and between FREIDA M. BURKEEN, hereinafter called the "First Party", and DONNIE R. BURKEEN, hereinafter called the "Second Party",

subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties with the result that divorce proceedings are being filed by the First Party against Second Party on the ground of irreconcilable differences in the Circuit Court of Davidson County, Tennessee, said action being titled "Freida Burkeen vs. Donnie Burkeen" and

WHEREAS, pursuant to Tennessee Code Annotated 36-801 (II), this agreement is being attached to the complaint for absolute divorce, and

WHEREAS, it is the decision of the parties insofar as they are able, without the concurrence of the Court, to amicably settle their differences with respect to all property rights and obligations of debts, and to enter into a contract for such settlement of such rights and obligations.

NOW, THEREFORE, for and in consideration of the premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties agree that Party of the First Part shall receive as her sole and separate property all of the following items of personal property and possessions:

Personal joint bank account and savings account;
Living room furniture and furnishings;
Den furniture and furnishings;
Water bed;
Butch's bedroom suite and T.V.;
Black and white T.V.;
Records;
Family photographs;
A camera and flash attachment;
Luggage;
Business papers;
Bedroom suite;
Kitchen appliances and dishes and assorted accessories;
Organ;
Old trunks;
Vacuum cleaner;
Patio furniture;
Heaters for basement;
Lawn mower;
Clock radio;
Dining room suite;
Washer and dryer;
Stereo;
Sewing machine.

2. The parties agree that Party of the Second Part shall receive as his sole and separate property all of the following items of personal property:

The business bank account;
Wood stove and wood;
Color T.V.;
Woodworking tools;
Fishing tackle;

Records;
Lumber;
Coins;
Kerosene lamp;
Garden tiller;
The riding lawnmower;
Tape deck and speakers;
Typewriter;
Shop vacuum;
Clock radio;
Bunk beds;
Gas grill;
Microwave oven;
Coffee maker;
Quilt;
An old victrola;
Chain saw;
Hand tools;
Black and white T.V.

3. The parties further agree that the Party of the First Part shall receive as her separate property the Chihuahua named "Poncho" and Party of the Second Part shall have as his separate property the Chihuahua named"Willie".

4. The parties further agree that Party of the First Part shall have as her separate property her automobile, a'1976 LTD and Party of the Second Part shall have as his separate property the three business trucks which are used in his business.

5. The parties further agree that Party of the First Part shall have as her separate property the residence of 600 May Court South in Davidson County, Tennessee and any interest which Party of the Second Part may have in said property shall be divested from him so that said property shall become the property owned solely by Party of the First Part to be hers absolutely and forever. Further, the legal description of said property shall be incorporated in any final decree of absolute divorce to be entered subsequent in this pending cause. Further, that should any subsequent documents require the signature of Party of the Second Part, regarding this real property, he shall execute same.

6. The parties further agree that the business building and any parts of said business of the Party of the Second Part, located primarily in Springfield, Tennessee, shall become the sole property of the Party of the Second Part and if necessary, Party of the First Part shall execute any legal documents pertaining thereto.

7. The parties further agree that a certain boat owned by the parties jointly shall be sold and any net proceeds shall be divided equally between the parties.

8. It is further agreed between the parties that a certain mobile home which is subject to disposition between these parties shall become the sole property of the Party of the Second Part

and that the same shall be available for his use and disposition but only after February 1 of 1981 and that he shall not have access to such property until that date.

9. The parties agree that Party of the First Part will bear the responsibility for payment of her attorney fees for professional services rendered in this cause.

10. It is understood and agreed between the parties that this instrument shall be attached to the complaint for absolute divorce and submitted to the Court for ratification and incorporation in any final decree of divorce.

11. It is understood and agreed between the parties that from the date of the execution of this agreement neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payment shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expense, if any.

12. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated. It is thereby understood by each of these parties that the agreement is fair and equitable and is being entered into voluntarily.

This written agreement is executed in triplicate on the day and date first written above and a copy of same is being retained by both parties and the original is attached to the complaint for absolute divorce.

/s/ Freida M. Burkeen
FREIDA M. BURKEEN, Party of the First Part

/s/ Donnie R. Burkeen
DONNIE R. BURKEEN, Party of the Second Part

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 7th day of January, 1981 by the said Freida M. Burkeen.

/s/ Melanie J. Garrison
NOTARY PUBLIC

My Commission Expires: 1-22-84

STATE OF TENNESSEE)
)
COUNTY OF)

Sworn to and subscribed before me this 7th day of January, 1981 by the said Donnie R. Burkeen.

NOTARY PUBLIC

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff be restored to her previous married name of Smith at the final hearing of this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to Paragraph 5 of the Property Settlement Agreement the legal description of the real estate be incorporated herein, the same reading as follows:

> LAND in Davidson County, Tennesseé, being Lot No. 71 on the Map of Fairview, Section III, as of record in Book 3700, Page 113, Register's Office for said County.
> Said Lot fronts 86.4 fee on the northerly side of May Court South and extends back 170.2 feet on the westerly line and 202.7 feet on the easterly line, which is a broken line, to a dead line in the rear on which it measures 37.7 feet.
>
> BEING the same property conveyed to James V. Smith and wife, Freida M. Smith, by deed from Jones Lumber Company, Inc., as of record in Book 4154, Page 730, Register's Office, Davidson County.
>
> BEING the same property adjudicated to Freida M. Smith (Burkeen) pursuant to an Order of divorce of the Fourth Circuit Court of Davidson County, Tennessee, under docket number 70293, said Final Decree of Court being re-recorded and found in Book 4814, Page 18 and Book 4812, Page 42, Register's Office for Davidson County, Tennessee.
>
> ALSO BEING the same property conveyed by deed dated June 2, 1977 from Freida Morris Smith to Freida M. Smith Burkeen and Donnie R. Burkeen as of record in Book 5153, Page 972, RODC.

Costs of this cause shall be taxed against the Defendant, for which execution may issue if necessary.

19th March 1981

JUDGE

APPROVED FOR ENTRY:

DONALD D. HILDEBRAND
Attorney for Plaintiff
214 - Third Avenue, North
Nashville, TN 37201
244-2070

cc: Mr. Donnie Burkeen
Queen City Vending Company
Main Street
Springfield, TN 37172

G. 9 7 0 8 2 RUSH

IDENTIF. REFERENCE

JUN 24 11 58 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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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* FREIDA M. BURKEEN *Plaintiff, and* DONNIE R. BURKEEN *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* JUNE *in the year one thousand nine hundred and* eighty-two *and in the* 206th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Sue Woods, *D. C.*