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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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ROBERT ALTON BURWELL	)	
	)	
VS.	)	NO. 81D-3562
	)	
GLADYS G. BURWELL	)	

Dep. Sec-7-Par 29

FINAL DECREE

This cause came to be heard on the 2nd day of August, 1982, before the Honorable Robert L. Jackson, Special Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Counter-complaint for absolute divorce; upon the Property Settlement Agreement, which provides for the division of the parties' respective rights and interests in all jointly-owned property, and apportionment of the parties' debts; and upon all the pleadings, from all of which the Court finds that the allegations of the Counter-complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Counter-plaintiff to an absolute divorce; that the Property Settlement Agreement heretofore announced to the Court in open court and in the presence of the parties and their respective counsel, and subsequently reduced to written instrument and properly executed is a fair and complete apportionment of the marital property, debts, and obligations of the parties, and should be approved; and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Counter-plaintiff, GLADYS G. BURWELL, be, and is hereby, awarded an absolute divorce from Counter-defendant, ROBERT ALTON BURWELL, that she be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

The Property Settlement Agreement announced to the Court is hereby approved by the Court, and each and every provision of said Agreement is hereby made the Decree of this Court, in words and figures as follows:

WHEREAS, there is presently pending in this court, a Counter-complaint for absolute divorce, filed by Gladys G. Burwell, hereinafter referred to as "Wife" and against Robert Alton Burwell, hereinafter referred to as "Husband", and

WHEREAS, both parties have suffered certain irreconcilable differences in their marriage, and are living separate and apart, and it further appears that there is no hope for reconciliation, and

WHEREAS, the parties desire to enter into a Property Settlement Agreement, not out of levity or by collusion, but to settle and adjudicate all property matters of the parties, and to tender the same to the Court for approval in the event a divorce is granted in this cause, and

WHEREAS, both parties are aware of their possessions and obligations, one to the other, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action is concerned, and have had the opportunity of advise of counsel,

NOW, therefore, for and in consideration of the premises hereinabove stated and the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties agree as follows:

1. Wife shall retain as her sole and separate property, free from all claims of Husband, her personal property and personal effects now in her possession and all those items of household furnishings now in her possession, and shall also acquire as her sole and separate property, free from all claims by Husband, the items of her personal belongings which are still in possession of Husband, but shall be returned to her possession as set forth hereinbelow.

2. Husband shall retain as his sole and separate property, free from all claims of Wife, his personal property and personal effects and all household goods and furnishings now in his possession, with the exception of those items which he holds for Wife and shall deliver to her as set forth herein.

3. All right, title and interest in and to the parties' home situate at 1461 Snell Boulevard, Nashville, Davidson County, Tennessee, shall be vested in Husband, and Wife is hereby divested of all her claim to said property now or in the future, except as acquired by lawful lien or other legal process.

4. The parties acknowledge that there is no joint indebtedness existing between them. Each party shall be solely and separately responsible for his or her individual debts, and shall hold the other party harmless from any liability therefor.

5. As and for periodiac alimony, Husband shall pay to Wife the sum of Three Hundred and 00/100 ($300.00) dollars per month, due on the fifth day of each month, beginning September 5, 1982, payable through the Clerk of the Circuit Court, Fifth Floor, Metropolitan Davidson County Courthouse, Nashville, Tennessee, plus the usual clerk's commission of five (5%) percent, making a total payment of $315.00 per month.

6. Said periodic alimony shall continue for a period of six (6) months from the date of first payment thereof, and at the end of the aforesaid period, said matter may be reviewed by the Court to ascertain the needs of the Wife at that time.

7. Husband grants a lien on his real property described in Paragraph 3, for the sum of One Thousand Eight Hundred Ninety ($1,890.00) dollars to Wife, which sum represents alimony in arrears as of August 2, 1982. Husband agrees to reduce said arrearage by paying to Wife the sum of One Thousand and 00/100 ($1,000.00) dollars within five (5) days from the date of signing of this Agreement. Said arrearage shall constitute a judgment lien against the real property of Husband as set forth in Paragraph 3, and shall remain a lien until the balance is satisfied in full. Execution on the judgment remainder shall be stayed until Husband's obligation to pay periodic alimony hereunder shall be terminated or reduced by court order. However, in the event that Husband fails to make periodic payments of alimony to Wife as specified in Paragraph 5, Wife shall immediately be able to assert any of her legal rights pursuant to the lien herein created in her favor, including the right of foreclosure.

8. Husband shall deliver to Wife no later than five (5) days from the date of signing hereof, all items of property of Wife which are presently in possession of Husband. Husband shall insure that said items are delivered to Wife in the same condition as when left in his possession at the time of the parties' separation.

9. Husband agrees to pay his own attorneys fees incurred in this case, and further agrees to pay Wife's attorneys fees in the amount of Three Hundred Fifty and 00/100 ($350.00) dollars.

10. Husband agrees to pay all court costs incurred in this cause.

THIS IS THE FINAL AND COMPLETE SETTLEMENT, adjudicating all the rights of the respective parties hereto. The parties further agree to sign any and all instruments, documents, titles, covenants, or other deeds necessary to carry out the full purpose and intent of this Agreement.

The parties further agree that this instrument may be introduced into any court action prosecuted by either of them and become a part of a final order or decree therein.

The parties finally acknowledge that they have read this instrument in its entirety and have signed it freely and voluntarily, and without duress or coercion.

(Signatures Waived)

It is further ORDERED, ADJUDGED and DECREED by the Court that Karen Cain, Attorney at Law, be, and hereby is, awarded judgment against Counter-defendant in the amount of Three Hundred Fifty and 00/100 ($350.00) dollars, for attorney's fees, for which let execution issue, if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause be, and hereby are, taxes against Counter-defendant, ROBERT ALTON BURWELL.

It is further ORDERED that execution may issue to enforce any of the provisions of this Decree.

Entered this _____ day of _____, 1982.

Robert L. Jackson

Honorable Robert L. Jackson, Special Judge

APPROVED FOR ENTRY:

Karen Cain

KAREN CAIN
Attorney for Counter-plaintiff
430 Third Avenue, North
Nashville, TN 37201

cc: Mr. Sam E. Wallace, Sr.
Attorney for Counter-defendant
500 Stahlman Building
Nashville, TN 37201

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IDENTIF. REFERENCE

Nov 3 3 57 PM '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* ~~correct transcript~~ True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Robert Alton Burwell *Plaintiff, and* Gladys G. Burwell *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* 3rd *day of* November *in the year one thousand nine hundred and* Eighty-Two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Laarry, *D. C.*

Form #GR-117