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40-42450 Map 44 — 91 — 115

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

JUNE HOWARD BURNS, ]
]
Plaintiff ] BOOK 6733 PAGE 489
]
VS ] NO. 94120
]
JAMES FREDERICK BURNS, ]
]
Defendant ]

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# FINAL DECREE

This cause came to be heard on the 23rd day of February, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint of Divorce heretofore filed, testimony of the Plaintiff, statement of counsel, the entire record, from all of which it appeared to the satisfaction of the court that the Plaintiff is entitled to an Absolute Divorce based upon the grounds of irreconcilable differences.

It further appears that the parties have entered into a Property Settlement Agreement, which Property Settlement Agreement is found to be fair and will be the Order of this court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the Plaintiff, June Howard Burns, and the Defendant, James Frederick Burns, are herein now and forever perpetually dissolved, and the Plaintiff, June Howard Burns, is awarded an Absolute Divorce from the Defendant, James Frederick Burns.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have entered into a Property Settlement Agreement to wit:

## PROPERTY SETTLEMENT AGREEMENT

There is now pending in the Circuit Court for Davidson County, Tennessee, a divorce styled JUNE HOWARD BURNS vs JAMES FREDERICK BURNS, same being docket number 94120, and it appears that the parties are unable to reconcile their differences, and it would be to their mutual benefit that

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the parties settle their differences as to the division of property and they have entered into the following agreement:

W I T N E S S E T H:

For and in consideration of the promises, the mutual agreement made herein one to the other and other good and valuable considerations, the parties hereto agree as follows:

1. That the wife, June Howard Burns, shall be the sole and exclusive owner of the house and lot owned by the parties at 401 Lawrence Street, Old Hickory, Tennessee, correct legal description as follows:

> Land in Davidson County, Tennessee, being Lot No. 50, Section "A" on the Plan of E.I. duPont DeNemours and Company's Subdivision, as of record in Book 1424, page 68, Register's Office for said County, described as follows:
>
> Beginning at a point in the easterly margin of Lawrence Street, common corner of Lots Nos. 50 and 51; thence with the line between said two lots easterly 92.0 feet; thence with the line between Lots No. 50 and 45 northerly 71.7 feet to a point in the southerly margin of Fourth Street; thence with said margin westerly 81.9 feet; thence around a curve southwesterly 15.8 feet to a point in the easterly margin of said Lawrence Street; thence with said margin southerly 61.6 feet to the point of beginning.
>
> Being the same property conveyed to James F. Burns and wife, June R. Burns, by deed from Jimmy W. Craddock and wife, Joyce Ann Craddock, of record in Book 5003, page 142, said Register's office.

Said property shall be divested out of the Defendant, James Frederick Burns, and divested in the Plaintiff, June Howard Burns, and the Plaintiff shall make the mortgage payments on said property. However, the parties agree that if the Plaintiff decides to sell this house that she shall first give to the Defendant, the right of first refusal to purchase said house at a price consistent with the fair market value of said house at the time that she desires to sell said property. If the Defendant, James Frederick Burns, shall refuse to purchase said property at the fair market value, then the Plaintiff is free to sell this house on open market to any other person.

2. All right, title and interest in seventy-five (75) acres and a house located in Morgan County, correct legal description as follows:

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Situated in District 7 of Morgan County, Tennessee, and located at the Old Will Lavender Ford of Little Clear Creek,in said district and being a part of the land purchased from J.E. David and C.M. Simpson by said first party, known as part of the Old Hurst Place.

Beginning at a White Hickory tree marked a corner tree, with a set rock on the South side as a pointer, said Hickory and rock being on the South bank of the County Road leading from Lancing to Clarkrange, Tennessee, about 75 yds, west of the bridge across Clear Creek at the Lavender Ford. Thence running a direct line South E. 8. to a set stone with hemlock pointers to Little Clear Creek; thence up said creek as it meanders to the Ford across said creek just above the bridge; thence cornering on a set stone and running westward with the South bank to the now County Highway, to the beginning, containing fifty acres, more or less.

Stipulations: Mr. and Mrs. Burns are to retain a life time Dowery with Legal Rights; also Jimmy is to take care of them and see that they have a decent burial.

Second Tract: Beginning at the corner of the W.F. Burns tract on the west side of the highway, being his Northwest corner, and running westward with said highway far enough to make 25 full acres in all by running a direct degree Southwest the exact degree of the Burns' tract and his line to the creek or to the Williams Spring Branch.

shall be the sole and exclusive property of the husband, James Frederick Burns. All right, title and interest in said property shall be divested out of the Plaintiff, June Howard Burns, and divested in the Defendant, James Frederick Burns.

3. The husband shall have all right, title and interest and be the sole and exclusive owner of all furnishings located on the 75 acre farm in Morgan County, Tennessee, and shall be the sole and exclusive owner of all farm machinery, equipment, and vehicles on said farm.

4. There is certain furniture and furnishings owned by the parties and located at the residence at 401 Lawrence Street, Old Hickory, Tennessee. The Defendant shall have all right, title and interest in the living room suite, bedroom suite, tools, guns, and all personal affects. The balance of all furniture and furnishings located at said address shall be the sole and exclusive property of the wife, June Howard Burns.

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5. The Plaintiff, June Howard Burns, agrees to pay to the Defendant, James Frederick Burns, five thousand dollars ($5,000.00) payable as follows:

One thousand ($1,000.00) when the Defendant moves out of the Old Hickory residence, and one thousand ($1,000.00) annually at no interest until paid in full.

6. The Defendant agrees to maintain the parties' minor child on his medical insurance.

7. Both parties would state that they are owners of life insurance on their lives, and both parties agree to change the beneficiary on their respective life insurance policies to make their child, Ronnie Wayne Burns an irrevocable beneficiary of same.

8. The Plaintiff, June Howard Burns, is to have custody of the parties' minor child, Ronnie Wayne Burns, with the Defendant to have the right of visitation every other weekend and for liberal vacation periods in the summer and holiday periods.

9. The Defendant agrees to pay to the Plaintiff $25.00 per week for child support for the parties' minor child.

10. The Defendant will pay one half of the attorney's fees to Eleanor T. Mead, attorney in this cause, and the Plaintiff will pay one half of the attorney's fees to Eleanor T. Mead, attorney in this cause. The parties agree to divide the court costs.

This Agreement constitutes a full and final Agreement between the parties to be entered into as part of the Final Decree of Divorce in the event a divorce is granted to either of the parties, and there are no other agreements by and between the parties, written or otherwise.

Ruby June Howard Burns
/s/ June Howard Burns
JUNE HOWARD BURNS

James Frederick Burns
/s/ James Frederick Burns
JAMES FREDERICK BURNS

Eleanor T. Mead
Witness

Janis L. Jales
Witness

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It is found by the Court that the above Property Settlement is fair to all parties concerned and that, therefore, same is made an Order and Judgment of this court.

ENTERED this 6 day of MARCH, 1979.

JUDGE BENSON TRIMBLE

Eleanor T. Mead

Eleanor T. Mead,
Attorney for Plaintiff

# STATE OF TENNESSEE

*I,* **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 6th. *day of* March, *19*79, *in Case Number* 94120 *between* June Howard Burns *Plaintiff, and* James Frederick Burns *Defendant, as same remains of record in Book* 111B, *Page* 1367 *of the Minutes of said Court.*

**IN TESTIMONY WHEREOF,** *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 12th. *day of* December *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th. *year of American Independence.*

**GEORGE L. ROOKER,** *Clerk,*

*By* D Tucker *D.C.*

**Form #GR-117**