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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

MAP- 64-12
Par- 52 ML

CONNIE JEAN BURR)
) K. Langford D.C.
vs.) No. 86D-1917
)
DAVID ALLEN BURR)

FINAL DECREE

BOOK 7060 PAGE 709

This cause came on to be heard this 23rd day of October, 1986, before The Honorable ~~Muriel Robinson~~ Martha Child, Special Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the original complaint for absolute divorce filed by Connie Jean Burr and the properly executed and notarized seven-page Child Custody and Property Settlement Agreement, the testimony in open court of Connie Jean Burr, the statement of counsel for Connie Jean Burr, and the entire record in this cause, whereupon the Court awarded Connie Jean Burr an absolute divorce on the grounds of irreconcilable differences only, and approved the seven-page Child Custody and Property Settlement Agreement in all respects.

It is, therefore, ORDERED, ADJUDGED AND DECREED that Connie Jean Burr be and is hereby awarded an absolute divorce from the bonds of matrimony heretofore existing between her and David Allen Burr, and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED AND DECREED that a certain seven-page Child Custody and Property Settlement Agreement executed by Connie Jean Burr on June 5, 1986, and by David Allen Burr on September 26, 1986, be and the same is hereby approved in all respects, is incorporated herein by reference, is attached hereto, and is the judgment of the Court.

IDENTIFICATION REFERENCE
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DEC 5 11 55 AM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
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GEORGE L. BOOKER, CLERK

Don Donnelly

CHILD CUSTODY AND

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 26th day of September, 1986, by and between the parties, Connie Jean Mitchell Burr, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "WIFE", and David Allen Burr, a citizen and resident of Davidson County, Tennessee, hereinafter referred to as "HUSBAND":

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W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the thirtieth day of May, 1979, in Davidson County, Tennessee, and have maintained residence in Davidson County; and

WHEREAS, there has been one child born of the marriage of HUSBAND and WIFE, to wit, Wesley Robert Burr, born March 25, 1983; and

WHEREAS, WIFE contemplates filing a petition for absolute divorce in the Circuit Court of Davidson County, Tennessee and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the minor child of the parties between themselves and also to settle their property rights to their estate, and further desire to have this agreement and settlement be made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and by WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE, their heirs, executors, administrators, and assigns, and is

the whole and only agreement between HUSBAND and WIFE, and shall not be modified nor varied by parol evidence.

2. That HUSBAND and WIFE hereby acknowledge that they are spiritually, morally, ethically and legally bound to said minor children and further shall continue to cooperate with each other in the exercise of this child custody and property settlement agreement in such manner and to such an extent that both HUSBAND and WIFE are encouraging a whole and healthy relationship by and between said two minor children and the parents, and shall continue to cooperate with each other in the manifest best interest of said two minor children, keeping each other informed of school activities and special events for said two minor children, so as to guarantee the children's involvement in normal activities for children of that age, making reasonable efforts to communicate plans.

3. That the absolute and exclusive care, custody and control of the minor child of the parties, Wesley Robert Burr, age three and one-half, be and hereby is given and relinquished by HUSBAND to WIFE with reasonable visitation privileges vested in HUSBAND at reasonable times and reasonable places provided that the exercise of said visitation does not interfere with the regular formal education of said child, and the work and vacation schedules of WIFE, including but not limited to the following:

a. Every other weekend from 6:00 p.m. on Friday until 6:00 p.m. on Sunday.

b. For two full weeks during the regular summer vacation months of June, July and August, beginning in the summer of 1987, provided that WIFE have visitation privileges on the weekend between said two weeks from 6:00 p.m. on Friday until 6:00 p.m. on Sunday.

c. For one-half or one full week of the regular Christmas vacation of said minor child from his regular school, but not on Christmas Day.

d. At any other times and places as HUSBAND and WIFE clearly and expressly agree.

4. That HUSBAND shall pay child support directly into the Circuit Court Clerk's Office for Davidson County, Tennessee, at Nashville, in the amount of Ninety Dollars ($90.00) per week, on Friday of each and every week, plus the five percent Clerk's commission or an additional $4.50, beginning immediately upon the execution of this agreement, and HUSBAND shall make all of said child support payments by check, promptly without fail, keeping his cancelled checks as his receipt therefore and as a perfect accounting of said child support payments.

5. That WIFE will claim said minor child of the parties, Wesley Robert Burr, as a tax exemption on her federal income tax returns each and every year, and HUSBAND shall not claim said minor child as an exemption on his federal income tax returns.

6. That WIFE will maintain and keep in full force and effect and pay all the premiums on a certain policy of decreasing term insurance upon both the lives of HUSBAND and WIFE in the amount of Fifty Thousand Dollars ($50,000.00) with Metropolitan Life Insurance Company, with ownership of said policy remaining in HUSBAND, but naming and continuing to name each other as beneficiary as trustees for the exclusive use and benefit of said minor child of the parties, in order to secure the child support provisions of this agreement.

7. That HUSBAND will maintain and keep in full force and effect and pay the premiums for a certain major medical hospitalization insurance program either through his employment or otherwise, for the use and benefit of said minor child of the parties, and WIFE will submit directly to HUSBAND any and all medical expenses on behalf of said minor child within thirty (30) days after receipt of said medical expenses, so that HUSBAND may turn the same over to his major medical hospitalization insurance carrier for payment, HUSBAND and WIFE hereby agree to pay any difference between such insurance coverage and the actual medical expense incurred, including dental and optical expenses incurred,

8. That HUSBAND hereby assumes all responsibility and liability for the payment of any and all outstanding bills, debts, obligations, promissory notes, guarantees, or any other obligation or debt or liability of any nature whatsoever, including but not limited to those accounts at Blazer Financial Services, Associates, Sears, Firestone, Goodyear, Texaco, J. C. Penny's and the debt owed for the Solar Water Heater installed in the home of the parties, and further HUSBAND agrees to hold WIFE harmless from the payment of the same, including the payment of all costs to defend any such claim, including specifically a reasonable attorney's fee, and WIFE affirms, acknowledges, and ratifies that she has not incurred any debt concering which she has not disclosed to HUSBAND as contained and revealed in this Child Custody and Property Settlement Agreement.

9. That all right, title and interest of WIFE in and to a certain 1978 Ford Thunderbird automobile now in the possession of and being driven by HUSBAND and a certain 1985 Ford Tempo also in the possession of and being driven by HUSBAND be divested out of WIFE and vested in HUSBAND with HUSBAND assuming any and all responsibility and liability for the safe and legal operation of both of said vehicles including any and all responsibility and liability for the payment of a certain chattel mortgage on said 1985 Ford Tempo in the amount of $245.23 per month, and further HUSBAND will hold WIFE harmless from the payment of said chattel mortgage, including the expense of a reasonable attorney's fee.

10. That all right, title and interest of HUSBAND in and to the home of the parties, located at 4732 Kalamath Drive, Nashville, Davidson County, Tennessee, 37138, and more particularly described immediately hereinbelow, is hereby given and relinquished by HUSBAND to WIFE, in fee simple absolute, with WIFE assuming any and all responsibility and liability for the payment of any and all mortgage indebtedness or any other lien, encumbrance, or claim of any nature whatsoever on said real estate including but not limited to the mortgage payment of $535.55 per month against a mortgage balance of approximately $50,000.00 held by Commerce Union Bank.

LAND in Davidson County, Tennessee, being Lot No. 350 on the Plan of Sherwood Forest, Section 4, of record in Book 4460, pages 182 and 183, Register's Office for said County.

Said Lot No. 350 fronts 97.00 feet on the southerly side of Kalamath Drive and runs back 162.00 feet on the easterly line and 148.76 feet on the westerly line to a rear line on which it measures 42.13 feet thereon.

BEING the same property conveyed to David A. Burr by deed from Barbara A. McBride of record in Book 6209, page 589, Register's Office for Davidson County, Tennessee.

11. That all right, title and interest of HUSBAND to the personal property now located at the home of the parties at 4732 Kalamath Drive, Nashville, Davidson County, Tennessee, including but not limited to the furniture, furnishings, appliances, draperies, carpets, pictures, books, linens, dishes, utensils, pots and pans, and any personal effects of WIFE, shall be divested out of HUSBAND and vested in WIFE in fee simple absolute.

12. It is understood and agreed between the parties that this agreement shall be included verbatim in any final decree entered therein. This agreement shall be construed to be a complete and final settlement of all property rights, alimony, homestead and support obligations between the parties, and all other obligations arising out of the marital relation except for the rights specifically given in this agreement.

13. It is understood and agreed that each of said parties may, from and after this date, and at all times thereafter, purchase, acquire, inherit, hold, possess, encumber, dispose of and convey any and all classes and kinds of property, both real and personal, as though unmarried and free from the consent, joinder or interference of the other party; it being mutually understood that any property of any kind or character hereafter acquired by either party shall be the sole and separate property of the party so acquiring said property.

14. It is mutually agreed and understood between the parties as part of the consideration for the execution of this instrument, that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the agreements entered into under this contract.

15. Both HUSBAND and WIFE acknowledge that the provisions of this child custody and property settlement agreement are fair, adequate and satisfactory to both HUSBAND and WIFE, and both HUSBAND and WIFE accept this agreement in full and final settlement of all claims and demands against each other, and both HUSBAND and WIFE hereby release and discharge each other from any

and all such claims and demands except as provided in this agreement. It is further clearly and expressly understood by both HUSBAND and WIFE and agreed by and between them that this child custody and property settlement agreement is entered into without any undue influence, fraud, coercion, or misrepresentation by either HUSBAND or WIFE or the attorney of record for HUSBAND or WIFE.

IN WITNESS WHEREOF, the parties have read this instrument, and each and every word of it, are familiar with the contents hereof, and have signed their names this 26th day of September, 1986.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Connie Jean Mitchell Burr
Connie Jean Mitchell Burr

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Connie Jean Mitchell Burr, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the foregoing agreement for the purposes therein contained. Witness my hand and official seal at Nashville this 5th day of June, 1986.

Virginia Philpot
NOTARY PUBLIC

My commission expires 3-11-90.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

David Allen Burr
David Allen Burr

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David Allen Burr, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing agreement for the purposes therein contained. Witness my hand and official seal at Nashville this 26th day of Sept., 1986.

Mark A Cox
NOTARY PUBLIC

My commission expires 7/17/88.

APPROVED FOR ENTRY:

Jack Thompson
J. L. THOMPSON, III
Attorney for Wife

It is finally ORDERED, ADJUDGED AND DECREED that the child custody, support and visitation provisions of said Child Custody and Property Settlement Agreement shall not be changed except upon a showing of a substantial change of circumstances by and between the parties, and the full addresses of the parties are as follows: Connie Jean Burr, 4732 Kalamath Drive, Old Hickory, Tennessee, 37138 and David Allen Burr, Apartment 49, 5161 Rice Road, Nashville, Tennessee 37217.

It is further ORDERED, ADJUDGED AND DECREED that unless specifically Ordered by the Court, such support shall not be reduced or prorated.

It is ORDERED that the costs of this cause are hereby taxed against David Allen Burr for which execution may issue, if necessary.

Enter this 23 day of October, 1986.

~~Muriel Robinson~~, JUDGE
Martha Child, Special

APPROVED FOR ENTRY:

J. L. Thompson, III
Attorney for Connie Jean Burr
4525 Harding Road, Suite 105
Nashville, Tennessee 37205
Telephone: (615) 385-2454

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been mailed to David Allen Burr, at his last known address of 5161 Rice Road, Apartment 49, Nashville, Tennessee 37217 on this 23rd day of October, 1986. and a copy to Hon. John M.L.Brown, Attorney, 932 Stahlman Bldg., Nashville, Tennessee.

J. L. Thompson, III

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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* Twenty-Third *day of* October, *19* 86, *in Case Number* 86D-1917 *between* Connie Jean Burr *Plaintiff, and* David Allen Burr *Defendant, as same remains of record in Book* 156C, *Page* 1877 *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* 5th *day of* December *in the year one thousand nine hundred and* eighty-six *and in the* 211th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Barbara Eddings *D.C.*

Form #GR-117