BOOK 8086 PAGE 499 184C/1920

1990 FEB 23 PM 3:52

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AUBREY ROY BURGESS
Plaintiff

V.

MARY ANN GATTIS BURGESS
Defendant

NO. 89D-2126

Map 42-9
Par. 107 2.5.

FINAL DECREE

This cause came on to be heard February 12, 1990, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original complaint for absolute divorce filed by the defendant/husband, the marital dissolution agreement entered into by and between the parties in open Court, the answer of the defendant/wife having been withdrawn in open Court, the testimony of the plaintiff/husband, statement of counsel, and the entire record in this cause, from all of which the Court was of the opinion that the allegation contained in the original complaint was fully sustained, that is, that such irreconcilable differences exist between the parties as to make a reconciliation impossible.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the defendant/husband be, and he is hereby granted an absolute divorce from the plaintiff/wife and restored to all the rights and privileges of an unmarried person.

It is further, ORDERED, ADJUDGED and DECREED by the Court that the marital dissolution agreement entered into by and between the parties, which the Court found from the review of said agreement, to be a fair and equitable settlement of all property rights existing between them. The Court therefore, approved said marital dissolution agreement and ordered the same made a part of this final decree of divorce and incorporated herein. Said marital dissolution agreement is in words and figures as follows:

FILED
1990 FEB 23 PM 3:52
GEORGE L. ROGERS, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AUBREY ROY BURGESS
Plaintiff

V.

MARY ANN GATTIS BURGESS
Defendant

NO. 89D-2126

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between AUBREY ROY BURGESS, hereinafter referred to as husband, and MARY ANN GATTIS BURGESS, hereinafter referred to as wife, this 13th day of February, 1990.

W I T N E S S E T H:

WHEREAS, the parties are experiencing marital difficulties and a complaint for absolute divorce has been filed by the husband in the Circuit Court for Davidson County, Tennessee, styled AUBREY ROY BURGESS v. MARY ANN GATTIS BURGESS, under docket number 89D-2126, and

WHEREAS, the parties have experienced such irreconcilable differences in their marriage which make a reconciliation impossible, and

WHEREAS, the parties desire to enter into this marital dissolution agreement, which agreement they consider to be a fair and equitable settlement of all property rights existing between them, and

WHEREAS, the parties desire that the court approve this marital dissolution agreement, and that the same be made a part of any final decree of divorce entered in this cause, and

WHEREAS, both parties are aware of their legal rights insofar as any contemplated court action, and have been advised by counsel.

NOW, THEREFORE, for and in consideration of the premises hereinabove stated, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The husband agrees to pay to the wife as alimony, the sum of $4,000. Said amount will be paid upon the execution of this agreement.

2. The wife will received the following as her sole and separate property, and the husband hereby relinquishes all right, title or interest he may have in the same.

a.	IRA account	$ 7,516.16
b.	401B Plan	16,120.53
c.	Savings Account (First American)	1,203.98
d.	All household furniture (Except the Clock)	4,066.00
e.	First American Checking account	421.72

3. That whatever right, title or interest that the husband has or may have in the 1988 Dodge automobile driven by the wife be divested out of him and vested in the wife as her sole and separate property.

4. That whatever right, title or interest that the husband has or may have in the homeplace of the parties located as 800 Tuckahoe Drive, Nashville, Davidson County, Tennessee be divested out of the husband and vested in the wife as her sole and separate property. Said real estate is more fully described as follows:

> BEING Lot No. 51 on the Plan of Section Two, Kemper Heights, of record in Book 2331, page 104, Register's Office for said County.
>
> SAID Lot No. 51 fronts 90 feet on the northerly side of Tuckahoe Drive and extends back 186.3 feet on the westerly line and 248.5 feet on the easterly line to a dead line in the rear on which it measures 130.5 feet.
>
> BEING the same property conveyed to Aubrey R. Burgess and wife, Mary Ann Burgess by deed from Thomas Edward O'Kelley and wife, Juanita O'Kelly of record in Book 3503, page 143, Register's Office for Davidson County, Tennessee.

5. The husband will receive the following items of property as his sole and separate property, and whatever right,

title or interest that the wife has or may have in the same will be divested out of her and vested in the husband as his sole and separate property.

a.	401K Plan	$ 49,340.17
b.	IRA Account	10,450.00
c.	Mutual funds	1,889.45
d.	Savings account	22,983.12
e.	Grandfather clock	780.00

6. That whatever right, title or interest that the wife has or may have in the Truck driven by the husband be divested out of her and vested in the husband as his sole and separate property.

7. The husband agrees to pay all tuition, room & board, transportation and medical expense of their son if he desires to finish his college education.

8. The parties acknowledge that this agreement is intended to be a final settlement of all the property rights existing between them, and is a full discharge from all of the claims arising out of their marital relationship, and that each hereby remises, waives, releases and forever dischargaes the other from any and all claims arising out of their marital relationship, and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any juirisdiction of the other parties' property, including, without limitation, dower, curtsey, statutory allowance, homestead, right to take against the will of the other, inheritance, descent and distribution, or right to take as Administrator or Executor of the other's estate; and this Agreement applies to all property now owned by the husband and wife, or any other property either of them may acquire in the future. They further acknowledge that they have read this instrument, and that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions of this Agreement and

The address of the plaintiff is:

Aubrey Roy Burgess
600 Heritage Dr., Apt. 224
Madison, TN 37115

The address of the defendant is:

Mary Ann Gattis Burgess
800 Tuckahoe Drive
Nashville, TN 37207

The costs of this cause are taxed to the plaintiff for which execution may issue, if necessary.

ENTER this 23rd day of February, 1990.

JUDGE

APPROVED FOR ENTRY:

Howard F. Butler

HOWARD F. BUTLER, BPN: 2340
Attorney for plaintiff/husband
23rd Fl., First American Ctr.
Nashville, TN 37238-0083
615/244-3300

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree was mailed to the Honorable R. Kreis White, Attorney for defendant, 2917 Foster Creighton Drive, Nashville, TN 37204, this 13 day of February, 1990.

Howard F. Butler

their legal effect are fully known by each of the parties, and each party hereby acknowledges that the Agreement is fair and equitable and is entered into voluntarily.

Aubrey Roy Burgess
AUBREY ROY BURGESS

Mary Ann Gattis Burgess
MARY ANN GATTIS BURGESS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **AUBREY ROY BURGESS**, with whom I am acquainted, (or proved himself to be upon satisfactory evince), and acknowledge that he executed the within instrument for the purposes therein contained.

This 13th day of February, 1990, at Nashville, Tennessee.

Rosalee M. Rauch
Notary Public

My commission expires:

3-11-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **MARY ANN GATTIS BURGESS**, with whom I am acquainted (or proved herself to be upon satisfactory evidence), and acknowledge that she executed the within instrument for the purposes therein contained.

This 16th day of Feb., 1990, at Nashville, Tennessee.

Donna A Roberts
Notary Public

My commission expires:

7-13-91

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IDENTIF. REFERENCE

APR 11 2 32 PM '90

DAVIDSON COUNTY TN.

RUSH

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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* 23rd *day of* FEBRUARY, *1990, in Case Number* 89D-2126 *between* AUBREY ROY BURGESS *Plaintiff, and* MARY ANN GATTIS BURGESS *Defendant, as same remains of record in Book* 184C, *Page* 1920 *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* 22 *day of* March *in the year one thousand nine hundred and* Ninety *and in the* 214 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Mary Jackson, *D.C.*

Form #GR-117