IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FLORITA ANN BURRUS,
Plaintiff,
vs.
LARRY N. BURRUS,
Defendant.

NO. 88D-3968

'90 FEB 20 PM 3:09

50-14
225

FINAL DECREE

The above-styled cause came on to be heard on the 6th day of February, 1990, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Petition for Contempt and Petition for an Absolute Divorce filed by Florita Ann Burrus, hereinafter referred to as Wife, whose address is 3111 Wilmoth Road, Nashville, Tennessee 37207, and upon the Counter-complaint filed by Larry N. Burrus, hereinafter referred to as Husband, whose address is 370 Ewing Lane, Nashville, Tennessee 37207.

Upon the stipulation of the parties that Husband was guilty of cruel and inhuman treatment, the Court finds that Wife should be awarded a divorce based on cruel and inhuman treatment in accordance with Tennessee Code Annotated, 36-4-129.

The parties further stipulated that Husband would continue to carry medical insurance on the parties' minor children and to pay one-half of medical, dental, and optical bills incurred on behalf of the minor children; that Husband would maintain his present life insurance policy for the use and benefit of Maurice Roeshawn Burrus and Jana'e LaPrecious Burrus, children of the parties herein, and for Larry D. Burrus, the child of Larry N. Burrus and Gail Flippen, to share and share alike; and that Florita Ann Burrus should be named as Trustee for Maurice Roeshawn Burrus and Jana'e LaPrecious Burrus, each child having one-third interest and that Gail Flippen should be named Trustee for Larry D. Burrus, which child has a one-third interest; that Husband would continue to pay the Credit Thrift debt which is secured with household furniture and

furnishings; that Husband would be awarded the stereo, the sectional sofa, bed, his tools, weedeater, Van, and boat, and that the remaining items of household furniture and furnishings and automobile would be awarded to Mrs. Burrus; and that the parties agree to standard visitation with Husband including two weeks summer vacation with the minor children.

Upon the stipulations of the parties, testimony of the parties in open court, and the record as a whole, from all of which it appears to the Court and the Court finds as follows:

Wife is entitled to an absolute divorce on the grounds of cruel and inhuman treatment or conduct toward her as to render cohabitation unsafe and improper, and the Court approves the division of personal property and finds that Husband should continue to pay Credit Thrift debt which is secured by certain items of household furnishings.

It is in the best interest of the parties' minor children that custody be vested in Wife and that Husband have the standard visitation with his minor children.

Husband has a duty to support and should pay for the support of his minor children the amount of $650.00 per month, which is an amount within the statutory guidelines and that said amount shall be paid by wage assignment, together with the Clerk's commission.

Husband is in technical contempt of Court but no punishment is assessed; and Wife should be awarded a judgment in the amount of $4,820.00 and that the arrearage should be paid in the amount of $100.00 per month, by wage assignment, together with the Clerk's commission.

Husband should continue to pay medical insurance on the children and shall pay one-half of the medical, dental, and optical expenses not covered by said insurance; that Husband should continue to maintain his life insurance policy he presently has in effect and that the two children of the parties and one child by Gail Flippen in three equal shares and that Trustees should be named.

The parties' homeplace at 3111 Wilmoth Road, Nashville, Tennessee should be awarded to Wife subject to the mortgage and that Husband should have a lien upon said property in the amount of $10,000.00 as his division of the marital property, which lien shall not be due and payable to Husband until Wife remarries or sells the homeplace or until the youngest child attains her majority age.

Husband should be allowed to claim Maurice Roeshawn Burrus as a dependent for purposes of his Federal Income tax returns and that Wife should be entitled to claim Jana'e LaPrecious Burrus.

The arrearages for child support in the amount of $4,820.00, which includes a credit of $850.00 toward the rent payments, may be modified upon a showing of receipts of rent and/or utility payments. Wife is entitled to a one-half interest in Husband's retirement plan under the Railroad Retirement Act during the period of the marriage.

Both parties should be enjoined from removing the children out of state or relocating the children outside a 50-mile radius of Nashville without first obtaining the permission of the Court.

Husband should pay to Wife as her alimony in solido the amount of $850.00 which is her reasonable attorney's fees for which execution may issue if necessary.

It is, therefore, ORDERED, ADJUDGED, and DECREED as follows:

Wife is hereby awarded an absolute divorce from her husband on the grounds of cruel and inhuman treatment and restored to all rights and privileges of an unmarried person. Husband's Counter-complaint is dismissed.

Wife is awarded the custody of the minor children, namely Maurice Roeshawn Burrus and Jana'e LaPrecious Burrus.

It is ORDERED, ADJUDGED, and DECREED that Husband is allowed visitation from 6:00 p.m. on Friday until 6:00 p.m. on Sunday every other weekend and that the parties shall alternate major holidays being Easter, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day; children shall visit with Father on Father's Day and with Mother on Mother's Day; Husband shall be allowed one week

vacation at Christmas which shall include Christmas Day in alternate years and two weeks during the children's summer vacation.

It is ORDERED, ADJUDGED, and DECREED that the judgment and child support arrearage shall enter in favor of Wife in the amount of $4,820.00.

It is ORDERED, ADJUDGED, and DECREED that Husband shall pay by wage assignment $300.00 every other week as child support plus the sum of $15.00 as the Clerk's lawful commission and shall pay every other week $46.15 on the arrearage judgment, together with the Clerk's lawful commission of $2.30 for an aggregate every other week payment of $363.45 and that the Clerk of the Circuit of Davidson County, Tennessee, shall certify a copy of this Order of Support to the Husband's employee to wit:

CSX Transportation
400 Water Street
Jacksonville, Florida 32201

Upon receipt of this Order, the employer, CSX Transportation, shall withhold the sum of $363.45 every other week from the wages of Larry N. Burrus and forward said sum to Clerk of the Circuit Court of Davidson County, 506 Metropolitan Courthouse, Nashville, Tennessee 37201.

Upon receipt of the aforementioned sums, the Clerk of the Circuit Court of Davidson County shall withhold its lawful commissions and forward the balance to the Wife as follows:

Mrs. Florita Ann Burrus
3111 Wilmoth Road
Nashville, Tennessee 37207

It is further ORDERED, ADJUDGED, and DECREED that prior to the wage assignment going into effect that Husband shall pay directly to the Clerk of the Circuit Court of Davidson County the amount of $363.45 each pay day which occurs every other week.

It is ORDERED, ADJUDGED, and DECREED that Husband shall maintain medical insurance on his minor children and pay one-half of medical, dental, and optical bills not covered by insurance; and further, Husband shall maintain his present life insurance policy and Husband make whatever arrangements necessary to name Wife as Trustee of said insurance policy for the parties' minor

children, Maurice Roeshawn Burrus and Jana'e LaPrecious Burrus, each child having a one-third interest in said policy; and that Gail Flippen be named as Trustee for Larry D. Burrus for the remaining one-third interest in Husband's life insurance policy.

It is ORDERED, ADJUDGED, and DECREED that Husband be awarded the stereo, the sectional sofa, bed, his tools, weedeater, Van, and boat, and that the remaining items of household furniture and furnishings and her automobile shall be awarded to Wife

It is ORDERED, ADJUDGED, and DECREED that the parties' homeplace at 3111 Wilmoth Road, Nashville, Tennessee, and all right, title, and interest in said real estate is divested out of Husband and vested in Wife except that Husband shall have a lien on said real property in the amount of $10,000.00 as his distribution of the marital property which lien shall not become due and payable until Wife remarries, sells the homeplace, or until the youngest child attains her majority age. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee being Lot No. 364 on the Plan of Parkwood Estates, Section II, of record in Book 3300, Page 5, Register's Office for said County.
>
> Said Lot No. 364 fronts 74.68 feet on the southerly margin of Wilmoth Road and extends back 145.1 feet on the easterly line and 143.7 feet on the westerly line to a line in the rear measuring 78.7 feet thereon.
>
> Being the same property conveyed to Larry N. Burrus and wife, Florita A. Burrus by deed from James W. McDole and wife, Dortch K. McDole of record in Book 5287, Page 603, Register's Office for said County.

It is ORDERED, ADJUDGED, and DECREED that Husband be allowed to claim Maurice Roeshawn Burrus as a dependent for purposes of his Federal Income Tax returns and that Wife shall claim Jana'e LaPrecious Burrus.

It is ORDERED, ADJUDGED, and DECREED that Florita Ann Burrus is awarded, and the Railroad Retirement Board is directed to pay, the interest in the portion of Larry N. Burrus' benefits under the Railroad Retirement Act (45 U.S.C., Section 231, et seq.) which may be divided as provided by Section 14 of that Act (45 U.S.C., Section 231(m) be divisible portion of Larry N. Burrus' monthly benefit by a fraction of the numerator of which is the number of

years Larry N. Burrus worked for a railroad employer during the period of the marriage, May 1979 through February 1990, and the demoninator of which shall be Larry N. Burrus' total number of years employed by a railroad employer at retirement, and then dividing the product by two (2).

It is ORDERED, ADJUDGED, and DECREED that Husband shall pay the Credit Thrift debt and shall pay to Wife as her alimony in solido the amount of $850.00, which is her reasonable attorney's fees, for which execution may issue if necessary.

It is ORDERED, ADJUDGED, and DECREED that both parties shall be enjoined from removing the minor children out of state or relocating the children outside a 50-mile radius of Nashville without first obtaining permission of this Court.

The costs of this cause are adjudged against the Husband for which execution may issue if necessary.

ENTER this 20th day of Feb., 1990.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

MARY ANN REESE, #7190
Attorney for Plaintiff/Wife
3805 Gallatin Road
Nashville, TN 37216
Phone: (615) 228-2502

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion to Set has been mailed, postage prepaid, to Karen Cain, Attorney for Husband, Suite 304, 306 Gay Street, Nashville, Tennessee 37201, this 12 day of February, 1990.

MARY ANN REESE

9226 09/19 0201 03CHECK 21.00

BOOK 8199 PAGE 120

58469

IDENTIFICATION REFERENCE

SEP 19 11 PM '90

PHONE 383-3327

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* 20th. *day of* February, *19* 90, *in Case Number* 88D-3968 *between* Florita Ann Burrus *Plaintiff, and* Larry N. Burrus *Defendant, as same remains of record in Book* 184B, *Page* 1620 *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* 16th. *day of* August *in the year one thousand nine hundred and* Ninety *and in the* 15th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By _____ *D.C.*

Form #GR-117