FILED 57A/39

SEP 26 1990

GEORGE L. BOOKER, Clerk
By V Kaar Deputy

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

VICKI ANNE BURKITT,
Complainant,

vs.

RUSSELL ALLEN BURKITT,
Defendant.

No. 90D-1634

147-02
81

FINAL DECREE OF DIVORCE BOOK 8208 PAGE 11

This cause came on to be heard on the 26th day of September, 1990 before the Honorable James R. Everett, Jr., Judge, upon Complaint for Absolute Divorce, written notarized Marital Dissolution Agreement, testimony of the Complainant, statements of counsel for the parties and the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences in their marriage; that the Complainant Wife is entitled to an Absolute Divorce on the ground of Irreconcilable Differences; that the parties have made adequate and sufficient provision by written agreement for the custody and support of their minor children and for the equitable settlement of all property rights existing between them; and that the said agreement should be approved by the Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Complainant Wife, Vicki Anne Burkitt, shall be and she is hereby awarded an Absolute Divorce from the Defendant Husband, Russell Allen Burkitt, on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore entered into by the parties shall be and it is hereby approved by the Court and made a part of this Final Decree, the said agreement being as follows:

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IDENTIF. TREFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

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IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

VICKI ANNE BURKITT,
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RUSSELL ALLEN BURKITT,
Defendant.

No. 90D-1634

BOOK 8208 PAGE 12

MARITAL DISSOLUTION AGREEMENT

This agreement made and entered into by and between Vicki Anne Burkitt, hereinafter referred to as "Wife" and Russell Allen Burkitt, hereinafter referred to as "Husband".

WITNESSETH

WHEREAS, unhappy differences have arisen between the parties and Wife has filed suit for divorce in the Probate Court for Davidson County, Tennessee, the same being docket number 90D-1634; and

WHEREAS, the parties are desirous of settling all controversies between them and entering into a Marital Dissolution Agreement providing for the custody and support of their minor children and the equitable settlement and division of all property rights between them;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

I.

DIVORCE

It is agreed that the Wife shall proceed to trial and obtain a divorce in the Probate Court for Davidson County, Tennessee on the ground of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

II.

CUSTODY

It is agreed that Wife shall be awarded sole and exclusive legal custody of the parties' two minor children, Leslie Anne Burkitt and Nathan Daniel Burkitt.

III.

VISITATION PRIVILEGES

It is agreed that Husband shall have visitation privileges with the minor children as follows:

1. As to the older child, he shall have every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.; every other Thanksgiving Day; every other Christmas Day; and two (2) weeks each Summer, with Husband to give Wife thirty (30) days written notice of which two weeks. Wife shall give Husband timely notice of the scheduling of her vacation from her employment each summer and both parties shall use due diligence to avoid any conflict as between Wife's vacation and Husband's two week visitation.

2. As to the younger child, Husband shall have visitation to include every other Saturday (being the same weekends as he has visitation with the older child) from 10:00 a.m. until 5:00 p.m. until such time as the child is one (1) year old at which time Husband shall have the same visitation privileges as are set out for the older child;

3. Husband shall be responsible for picking up and returning the minor children at the residence of the Wife for all such visitation;

4. The parties, being able to amicably work together for the best interests of the minor children, do not wish to structure any specific schedule for visitation on holidays other than Thanksgiving and Christmas nor do they wish to establish any specific times for the Christmas and Thanksgiving visitation set forth hereinabove. If the parties cannot agree upon specific times for such visitation then either may file a motion with the Court to set such visitation specifically.

IV.

CHILD SUPPORT

It is hereby agreed that Husband shall pay to Wife the sum of SIX-HUNDRED DOLLARS ($600.00) per month as child support, one-half of such amouunt to be paid by the first day of each month and the remaining one-half to be paid by the fifteenth (15th) day of each month.

It is further agreed that Wife shall maintain in effect the medical and dental insurance coverage which she now has on the minor children through her employment and that Husband shall pay to Wife the amount of the premium for such coverage. Wife shall keep such coverage in force unless and until there is some change in her employment at which time the Husband shall be responsible for maintaining comparable medical and dental (if dental coverage is available) insurance coverage on the children and shall be responsible for the premium thereon. In the event Husband is able to provide medical and dental coverage comparable to that carried by Wife, at a lesser cost, then he shall have the option of carrying the same on the children in lieu of paying to Wife the premium cost of carrying such coverage on the children. Each party shall be responsible for one-half of any medical, hospital, dental, orthodontic, eyecare, psychological and/or psychiatric expenses of the minor children which are not covered by such insurance or any other insurance which may be carried on the children from time to time.

It is further agreed that Husband shall be responsible for one-half of any extracurricular and special activity fees incurred on behalf of the minor children, including but not limited to camp, music and dance lessons, scouting, and involvement in competitive sports.

It is further agreed that Husband shall be responsible for one-half of the cost of four (4) years of college for the minor children, including but not limited to the cost of tuition, activity fees, books, meals, and housing.

It is further agreed that so long as either of the parties' two children is under the age of 21, the parties will maintiain in effect their existing life insurance coverage through A. L. Williams Agency with Husband designating Wife as beneficiary of his policy in the capacity of Trustee for the minor children and with Wife designating Husband as beneficiary of her policy as Trustee for the minor children. Husband shall pay the monthly premium for said coverage and Wife shall reimburse Husband $15.00 of such amount each month.

It is further agreed that Wife shall be allowed to claim both minor children as deductions for Federal income tax purposes.

It is further agreed that each party shall be responsible for one-half the premium cost of maintaining a life insurance polciy on the life of each of their two children in an amount not less than $10,000.00 each until such time as each child reaches age 21. The parties shall be joint beneficiaries of the said policies.

V.

DEBTS

As to their debts, the parties agree as follows:

1. Wife shall be responsible for paying the outstanding debts with CitiBank Mastercard, Castner Knott and Discover Card and shall hold Husband harmless thereon.

2. Wife shall be responsible for paying the outstanding debt on the Volvo automobile and the home mortgage as set out in "PROPERTY DIVISION" hereinbelow and shall hold Husband harmless on such indebtednesses.

3. Wife shall be responsible for paying any separate indebtednesses incurred by her since the parties' separation and shall hold Husband harmless thereon.

4. Husband shall be responsible for paying the outstanding indebtedness on the Ford Ranger truck; any separate indebtedness incurred by him since the parties' separation; and any other outstanding debt in the parties' joint names (for which Wife has not agreed to be responsible as set forth in this agreement) or in his individual name and Husband shall hold Wife harmless on all such indebtedness. It is agreed that Husband's liability for payment of all such debt shall be considered alimony for assistance in the support and maintenance of the Wife and such obligation shall not be dischargeable in bankruptcy.

VI.

PROPERTY DIVISION

It is agreed by the parties that their property shall be divided as set forth below:

1. Wife shall be awarded as her sole and separate property all right, title and interest in the marital home situated at 602 Harding Place, Nashville, Tennessee and shall be responsible for paying the outstanding mortgage debt thereon and shall hold Husband harmless on such debt. It is further agreed, however, that Wife shall pay to Husband the sum of SIX-THOUSAND DOLLARS ($6,000.00) at such time as the house is sold, the parties' younger child becomes 18 and is out of high school or Wife remarries, whichever occurs first.

2. Wife shall be awarded as her sole and separate property all right, title and interest in the 1986 Volvo automobile and shall be responsible for paying any indebtedness thereon and Husband shall be awarded all right, title and interest in the 1988 Ford Ranger truck and shall be responsible for paying any indebtedness thereon.

3. Wife shall be awarded as her sole and separate property all right, title and interest in any financial accounts maintained in her individual name and her retirement/pension benefits.

4. Husband shall be awarded as his sole and separate property all right, title and interest in any financial accounts maintained in his individual name and any retirement/pension benefits which he may have.

5. Wife shall be awarded as her sole and separate property all right, title and interest in all items of household furnishings and effects and all items of personalty now in her possession with the exception of those items specifically set out in paragraph 6. below. Wife shall also be awarded the Sony stereo system and 13 inch television with remote which are in the possession of Husband and which shall be returned to her in good working order.

6. Husband shall be awarded as his sole and separate

property all right, title and interest in the items of personal property now in his possession (with the exception of the Sony stereo system and the 13 inch television with remote) along with the following items from the marital home: Mahogany secretary; pine cedar chest; coca cola memorabilia; camera collection (not including Pentax 35 mm and VHS camera); CD player, cassette player, stereo receiver and speakers; one vertical file cabinet; the electric power tools; Husband's books and trophies; the Confederate sword; the chest freezer; and any of Husband's clothing remaining in the marital home.

VII.

ATTORNEY FEES AND COURT COSTS

It is agreed that each party shall pay his or her own attorney fees and that the costs of this cause shall be assessed one-half to Husband and one-half to Wife.

VIII.

MISCELLANEOUS

It is understood and agreed by the parties that this agreement is intended to be a full and final settlement of all property rights of the parties and is a discharge from all other claims arising out of the marital relationship, with the exception of those claims involving the minor children which the Court retains jurisdiction over until such time as th children reach the age of majority. Each hereby waives and relinquishes to the other all rights and claims which each have or acquire under the law of any jurisdiction, including without limitation statutory allowances, homestead rights, right to elective share, inheritance, distributive share and the right to act as Administrator or Executor of the other's estate, and this agreement applies to all property now owned by the parties or any property hereinafter acquired by either.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, their heirs and assigns. It is understood and agreed by the parties that this is the entire agreement between them and it is entered into without undue influence, fraud, coercion, duress

or misrepresentation and for no reasons not stated herein.

The provisions of this agreement and its legal effect are fully known by each party hereto and each acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

It is further understood and agreed that before or immediately upon the entry of a Final Decree in this cause, eahc shall execute any documents or conveyances necessary to carry into full force and effect the terms of this agreement.

It is further understood and agreed that this agreement shall be of no force and effect unless and until approved and ratified by the Probate Court for Davidson County, Tennessee and incorporated into the Final Decree of Divorce in this cause.

IN WITNESS WHEREOF, the Wife has hereunto set her signature this 24th day of September, 1990 and the Husband has hereunto set his signature this 25th day of September, 1990.

Vicki Anne Burkitt
VICKI ANNE BURKITT

Russell Allen Burkitt
RUSSELL ALLEN BURKITT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Vicki Anne Burkitt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 24th day of September, 1990.

Elizabeth L. Bernard
NOTARY PUBLIC

My Commission Expires: 1/23/94

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, Russell Allen Burkitt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within

instrument for the purposes therein contained.
WITNESS my hand and official seal this the 25th day of September, 1990.

James L. Curtis
NOTARY PUBLIC

My Commission Expires: 5-20-92

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* Probate *Circuit Court for Davidson County, Tennessee, on the* Twenty-Sixth *day of* September, *19* 90, *in Case Number* 90D-1634 *between* Vicki Anne Burkitt *Plaintiff, and* Russell Allen Burkitt *Defendant, as same remains of record in Book* 57A, *Page* 39 *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* 2nd *day of* October *in the year one thousand nine hundred and* Ninety *and in the* 215 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*
By Barbara Hellums *D.C.*

Form #GR-117

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all child support shall be payable in accordance with the provisions of TENNESSEE CODE ANNOTATED 34-1-101(b), that unless specifically ordered by the Court all child support payments contained herein shall not be prorated or reduced and that the child support payments set out herein are in compliance with applicable state and federal child support guidelines.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be assessed one-half to the Complainant Wife and one-half to the Defendant Husband.

For all of which execution may issue if necessary.

The addresses of the parties are as follows:

1. Vicki Anne Burkitt
   602 Harding Place
   Nashville, TN 37211

2. Russell Allen Burkitt
   1312 Brentridge Drive
   Antioch, TN 37013

ENTER this 26th day of September, 1990.

JAMES R. EVERETT, JR., JUDGE

APPROVED FOR ENTRY:

JAMES R. TOMKINS, 11161
Attorney for Complainant Wife
JENNINGS & TOMKINS
Suite 2240 - L & C Tower
Nashville, TN 37219
(615) 244-0847

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing FINAL DECREE has been forwarded to Mr. James L. Curtis, Attorney for Defendant Husband, 214 Second Avenue North, Suite 204, Nashville, TN 37201 on this 26th day of September, 1990.

JAMES R. TOMKINS