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RICHARD R. ROOKER, CLERK

D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEBORAH PAULETTE BURLISON)
)
vs.) No. 90D-4118
)
HAROLD NORMAN BURLISON)

BOOK 10383 PG 727

FINAL DECREE

This cause came on to be heard this 1st day of June, 1993, before the Honorable Muriel Robinson Rice, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the complaint for absolute divorce filed by the wife, answer and counter-complaint filed by the husband, answer to the counter-complaint filed by the wife, and upon announcement in open Court that the parties had reached a Marital Dissolution Agreement, and said Marital Dissolution Agreement having been filed with the Court, testimony of the wife, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage, and a divorce should be granted.

It is, therefore, ORDERED, ADJUDGED, and DECREED that the wife, Deborah Paulette Burlison, be and is hereby granted an absolute divorce from the husband, Harold Norman Burlison, on the ground of irreconcilable differences, Tennessee Code Annotated §36-4-101, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated §36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties and further, that they have made adequate and sufficient provision at this time for the custody and support of the minor children. The Court hereby approves the Marital Dissolution Agreement, and the same is hereby incorporated in words and figures as follows:

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IDENTIFICATION

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DAVIDSON COUNTY, TN.

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1993 JUN -1 PM 4:38

RICHARD R. ROOKER, CLERK

D.C.

MARITAL DISSOLUTION AGREEMENT

This agreement entered into this 26th day of May, 1993, by and between **DEBORAH PAULETTE BURLISON**, hereinafter referred to as "Wife", and **HAROLD NORMAN BURLISON**, hereinafter referred to as "Husband".

W I T N E S S E T H:

WHEREAS, certain difficulties have arisen between the parties which appear to be irreconcilable, and there has been filed a petition for absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee, being **DEBORAH PAULETTE BURLISON VS. HAROLD NORMAN BURLISON,** bearing docket #90D-4118;

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, child custody and support, any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, therefore, in settlement, adjustment, and compromise of all property rights, and questions and matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree to and covenant as follows:

1. **DIVORCE:** The Wife shall proceed to Court and attempt to obtain an absolute divorce on the ground of irreconcilable differences.

2. **PERSONAL PROPERTY:** The Wife shall receive as her sole and separate property all items of personal property now in her possession and the Husband shall receive as his sole and separate property all items of personal property now in his possession.

3. **CUSTODY AND SUPPORT:** The Wife shall receive the custody of the two minor children of the parties, Carrie Ann Burlison, age 15, and LeaAnna Donna Burlison, age 10, with the Husband having reasonable visitation privileges including alternate holidays, two weeks during the summer and one week at Christmas. The Husband shall pay as child support the sum of One hundred sixty nine dollars ($169.00) (plus $8.45 as the clerk's lawful commission) every two weeks. Said child support payments shall be by wage assignment and

WB. THB plus forty ($40.00) dollars (plus $2.00 clerk's commission) every two weeks on the arrearage of $1934.80

the employer of the Husband shall forward said payments to the Circuit Court Clerk's office. The parties shall affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment and the parties understand that Court approval must be obtained before child support can be reduced. The parties acknowledge that the amount of child support herein agreed upon is in compliance with the federally mandated guidelines and represents not less than 32% of the Husband's net pay per month.

4. **DEBTS:** (A) The Wife shall pay and be solely responsible for the first mortgage to Sovran (NationsBank) and the second mortgage to Commercial Credit on the homeplace and shall hold the Husband harmless thereon.

(B) In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, or any part of a debt for which that party is not responsible, either by law, contract, or pursuant to the terms of this agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) If in connection with any joint federal income tax return heretofore or hereafter filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party whose deduction, income, or misreporting results in the deficiency assessment.

5. **REAL PROPERTY:** The Wife shall receive all the Husband's right, title and interest in and to the real property located at 271 Ash Grove Drive in Nashville, Davidson County, Tennessee. ~~Husband agrees to sign a quitclaim deed at the time of the signing of this agreement~~.

6. **ATTORNEYS FEE:** The Husband shall pay to David C. Rutherford and L. R. DeMarco the sum of Three hundred fifty dollars ($350.00) as a reasonable attorney's fee.

7. **COURT COSTS:** The Husband shall be responsible for the payment of the court costs in connection with this cause.

8. **INCOME TAX EXEMPTIONS:** The Wife shall have the right to claim the minor children as dependents for income tax purposes.

9. **HEALTH INSURANCE:** The Husband shall maintain and pay the premiums on the health and dental insurance for the minor children until each child reaches the age of Eighteen years (18) or graduate s from high school. The cost of all medical, dental, optical, orthodontic, and hospital bills not covered by said insurance shall be divided equally between the parties.

10. **AUTOMOBILES:** The Wife shall receive all of the Husband's right, title and interest in and to the 1986 Chevrolet automobile and she shall assume all indebtedness owed thereon. The Husband shall receive all of the Wife's right, title and interest in and to the 1961 Chevrolet automobile, pickup truck and any other vehicles that he might have in his possession and he shall assume all indebtedness owed thereon.

11. **PENSIONS:** The Husband shall immediately transfer to the Wife by means of a qualified domestic relations order 50% of his interests in any pension or profit sharing plans such as Lowe's Companies Employees Stock Ownership Plan and the Prior Plan Account at Lowe's Company as of the date of the final hearing of this cause.

The Wife shall receive her retirement benefits as her sole and separate property and the Husband shall receive the remainder of his retirement benefits as his sole and separate property.

12. **APPROVAL OF THE COURT:** It is understood and agreed upon by the parties that this agreement shall be introduced in any divorce action prosecuted by either of them and submitted to the Court for approval, ratification and incorporation.

13. **FINAL SETTLEMENT:** It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights of the respective parties hereto and is a full discharge of the Husband from all further obligations to support the Wife and discharges them from all other claims arising out of the 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 jurisdiction of the other's property including without limitation, dower, curtesy, statutory allowances,

homestead rights, rights to take against the will of the other, inheritance, descent or distribution, alimony and support, or right to act 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 property that either of them may acquire in the future. Each party shall sign any and all necessary documents that are required in connection with the terms of this decree.

14. **BINDING AGREEMENT:** This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. **FAIR AND EQUITABLE SETTLEMENT:** It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. The provisions in the Agreement and their legal effect are fully known by each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily. In the event it becomes necessary to enforce any of the terms of this agreement, the party who is successful in enforcing the terms shall be entitled to his or her attorney fees and costs from the other party.

16. **SUPPORT OBLIGATION:** Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under #11 USC Section 523(5), which is not dischargeable in bankruptcy as to the other party.

17. **ADDRESS:** The address of the Wife is 271 Ash Grove Drive, Nashville, TN 37211 and the address of the Husband is Route 2, Box 79, Readyville, TN.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the 24th day of May, 1993, as to the Wife, and the 26th day of May, 1993, as to the Husband.

Deborah Burkhart
Wife

Harold Burkhart
Husband

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named DEBORAH BURLISON, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 26th day of May, 1993.

Notary Public

My Commission Expires:

5-25-96

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named HAROLD NORMAN BURLISON, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 26th day of May, 1993.

Notary Public

My Commission Expires:

10-30-94

It is ORDERED, ADJUDGED, and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

It is further ORDERED, ADJUDGED, and DECREED that all of the husband's right, title and interest in and to the real property located at 271 Ash Grove Drive in Nashville, Davidson County, Tennessee, shall be divested out of the husband, Harold Norman Burlison, and shall be vested in the wife, Deborah Paulette Burlison, in fee simple absolute. The wife shall be responsible for all indebtedness owed thereon. Said property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 21 on the Plan of Hickory View Section One, as of record in Book 5210, Page 221, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Harold Burlison and wife, Deborah P. Burlison by deed from Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns of record in Book 6161, Page 561, Register's Office for Davidson County, Tennessee.

The husband shall pay the costs of this cause for all of which execution may issue, if necessary.

ENTER this 1st day of June, 1993.

JUDGE

APPROVED FOR ENTRY:

DAVID C. RUTHERFORD #2706

L. R. DeMARCO #2652

ATTORNEYS FOR WIFE
Suite 400, Washington Square
214 Second Avenue, North
Nashville, TN 37201-1602
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Mr. John Dunlap, Attorney for Husband, 115 Public Square, Gallatin, Tennessee, 37066, this 1st day of June, 1993.

L. R. DeMarco

BOOK 10383 PG 734

STATE OF TENNESSEE

I, **RICHARD R. 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 20JBID Circuit Court for Davidson County, Tennessee, on the 01 day of JUNE, 19 98, in the Case Number 98041118 between BOBBISON, DEBORAH PAULETTE IRVIN Plaintiff, and [illegible] Defendant, as same remains of record in Book 21CC, Page 1977 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court, at office, in Nashville, the 26 day of FEBRUARY in the year one thousand nine hundred and ninetyseven and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

BY: D. Lahmo
Deputy Clerk

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RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED