IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID RAY BURRUS, JR.
Plaintiff,

vs.

LEE S. BURRUS
Defendant.

FILED
2000 AUG 15 AM 9:23
RICHARD R. ROOKER, CLERK
D Murray D.C.

No. 00D-1400
NOTICE OF ENTRY REQUESTED

**FINAL DECREE**

This cause came to be heard on the 10th day of August, 2000, before the Honorable Marietta Shipley, Judge, upon the Complaint for Absolute Divorce filed by Mr. David Ray Burrus, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Mr. Burrus, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does adequately provide for the equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

Davidson County DEEDDIV
Recvd: 10/26/01 14:29 9pgs
Fees:47.00 Taxes:0.00
20011026-0117345

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2000 MAY 16 PM 3:46
RICHARD R. ROOKER, CLERK
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DAVID RAY BURRUS, JR.
Plaintiff,

vs.

LEE S. BURRUS
Defendant.

No. 00D1400

**MARITAL DISSOLUTION AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between David Ray Burrus, Jr., hereinafter called "Husband", and Lee S. Burrus, hereinafter called "Wife".

**WITNESSETH**

**WHEREAS**, the parties are married and there are no minor children; and

**WHEREAS**, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

**WHEREAS**, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

**WHEREAS**, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

**WHEREAS, ONLY Husband** is represented by Robyn Lynne Ryan, Attorney, and the opposing party has obtained independent advice or waived same and is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

**THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

**CREDIT**. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are

any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

**WAIVER**. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

**ENTIRE AGREEMENT**. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

**NON-DISCHARGEABILITY**. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

**NECESSARY DOCUMENTS**. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

**NON-COMPLIANCE**. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

**SEVERANCE**. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

**INCORPORATION, PERMANENT and PENDENTE LITE**. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

**VOLUNTARY EXECUTION**. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

**MODIFICATION**. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

**RESTRAINING PROVISIONS**. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

**PRIOR TAX LIABILITIES**. If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects,

true, correct and complete and fully and accurately reflect income and deduction for those years.

**DIVORCE PROCEEDINGS TO BE FILED**. As soon as possible after the execution of this agreement, Robyn Lynne Ryan shall cause to be prepared and file a complaint for divorce in the Circuit Court of Davidson County, Tennessee, including the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce will be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

The Husband agrees to pay all Court cost arising out of said divorce proceeding if uncontested.

Further, the Defendant waives making any other answer or counter-claim and consents to an entry of a Default Judgment and a Final Decree of Divorce and specifically authorizes entry of said pleadings by Plaintiff's counsel.

**PERSONALTY**. The parties have divided between themselves the furniture, furnishings and personal belongings that were acquired during the marriage and each party makes no claim to any property in the possession of the other party.

The parties agree to assume any liability associated with the property they hold and will hold the other harmless thereon. Each party agrees to execute any document necessary to effectuate change of title.

It is further agreed that Husband shall keep as his separate property the 1996 VR4 Spider, the 1998 528i BMW, and the 1998 Chevrolet Tahoe. Husband agrees to assume all liability associated with these automobiles and holds Wife harmless thereon.

Wife shall keep as her separate property the 1996 Honda Civic. Wife agrees to assume all liability associated with this automobile and hold Husband harmless thereon.

Each party agrees to sign any document necessary to effectuate change of title.

**REAL ESTATE**. Wife agrees to convey and, by signing this agreement does convey and quitclaim to Husband, any and all right, title and interest in the property at 109 Temple Hollow Circle, Nashville, TN 37221 and being more particularly described as follows:

> Land in Davidson County, Tennessee, Being Lot No. 43 on the Plan of Section 2 Revised, Templegate, of Record in Book 6900, Page 102, Register's Office for said county, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to David Ray Burrus, Jr. and Lee S. Burrus, husband and wife by warranty deed from Johnny R. Jackson and Christy J. Everett, husband and wife dated June 27, 1997 and recorded July 17, 1997 in Book 10532, page 678, in the Register's Office for Davidson County, Tennessee.

Husband agrees to assume all liability associated with this property and will hold Wife harmless thereon. Wife further agrees to sign any additional document in addition to this quitclaim provision herein if required to effectuate change of title.

**DEBTS**. Husband has filed a Chapter 7 bankruptcy action and will be entitled to discharge any of the parties joint debts in this bankruptcy. It is anticipated that Wife will also file for bankruptcy relief, but if she chooses not to file for such relief, Husband will still be entitled to discharge any joint debt. Additionally, each party will be responsible for any debt incurred in his or her own name, and will hold the other harmless thereon.

**ALIMONY**. Husband agrees to pay Wife *alimony* in the amount of Six Hundred and no/100 Dollars ($600.00) per month for a period of one hundred and eighty months (180) months or until Wife remarries, or moves in with a boyfriend, whichever event occurs first. Payments shall be made directly to Wife by the 10th of each month beginning the first month after execution of this agreement.

**ATTORNEY FEES**. It is agreed between parties that only Husband is represented by Robyn Lynne Ryan and will pay Robyn Lynne Ryan's attorney fee in connection with this divorce proceeding and this agreement. It is also agreed between the parties that the opposing party shall pay their own attorney's fee in connection with this litigation.

**PENDENTE LITE ORDER**. Parties agree that this Marital Dissolution Agreement shall serve as a pendente lite order concerning both the issues of support as outlined further within this agreement. Therefore, all rights and obligations concerning same will be effective with the execution of this agreement.

**HEALTH INSURANCE**. The parties agree that each shall be responsible for their own health insurance.

**PENSIONS**. Each party shall be entitled to keep any retirement, pension, 401K or IRA in his or her own name free and clear from any claim of the other party. Each party relinquishes any right, title or interest he or she may have in any retirement, pension, 401K, or IRA owned by the other party.

**BANK ACCOUNT**. The parties agree to give up any right they might have to the other parties' Bank savings or checking account. Each party will therefore retain the right to their individual Bank savings and checking account.

DAVID RAY BURRUS, JR.

LEE S. BURRUS

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

On this 5th day of May, 2000 personally appeared DAVID RAY BURRUS, JR., to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

NOTARY PUBLIC

My Commission Expires:
March 23, 2002

AMY B. SPARKS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires March 23, 2002

STATE OF Tennessee )
COUNTY OF Davidson )

On this 5th day of May, 2000, personally appeared LEE S. BURRUS, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

NOTARY PUBLIC

My Commission Expires:
March 23, 2002

AMY B. SPARKS
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires March 23, 2002

This Court finds that Husband's address is 109 Temple Hollow Circle, Nashville, TN 37211 and that Wife's address is 1113 Cactus Drive, Lake Charles, LA 70605.

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are to be taxed against the Plaintiff, for all of which execution may issue if necessary.

ENTER this the 15 day of August, 2000.

JUDGE MARIETTA SHIPLEY

APPROVED FOR ENTRY:

Robyn Lynne Ryan #12782
Attorney for Husband
5th Floor St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219
(615) 242-3996

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been placed in the United States mail, postage prepaid to, Lee S. Burrus, this the 10th day of August, 2000.

Robyn Lynne Ryan

**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 SECOND Circuit Court for Davidson County, Tennessee, on the 15 day of AUGUST , 2000 , in the Case Number 00D1400 between BURRUS, DAVID RAY JR. Plaintiff, and BURRUS, LEE SAVARIO Defendant, as same remains of record in Vol. 1329 , Page 243547 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 26 day of OCTOBER in the year two thousand one and in the 225th year of American Independence.

SEAL

**RICHARD R. ROOKER,** Clerk,

By _____
Deputy Clerk