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IN THE [redacted] CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ROSA LEE (DAY) BURGESS,
Plaintiff,

VS.

ALBERT ADAM BURGESS,
Defendant.

NO. 77591

Davidson County DEEDDIV
Recvd: 11/16/07 13:32 5 pgs
Fees:27.00 Taxes:0.00
20071116-0134625

F I N A L D E C R E E

This matter came to be heard before the Honorable J. William Rutherford, Judge of the [redacted] Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce heretofore filed, a Motion in order of Default, testimony of witnesses, argument of counsel, and the Record as a whole, from all of which the Court finds that the defendant, ALBERT ADAM BURGESS, has been guilty of such cruel and inhuman treatment towards to the plaintiff as to render further co-habitation unsafe and improper.

IT IS THEREFORE, ORDERED, ADJUDGED & DECREED that the plaintiff, ROSA LEE (DAY) BURGESS, be and hereby is granted an absolute divorce from the defendant, ALBERT ADAM BURGESS, that the bonds of matrimony that heretofore existed between be and the same are forever absolutely and perpetually dissolved, and that the plaintiff is restored to all of the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED & DECREED, that the plaintiff ROSA LEE (DAY) BURGESS, have her maiden name of ROSA LEE DAY restored to her.

IT IS FURTHER ORDERED, ADJUDGED & DECREED that a settlement agreement executed by the parties intended to distribute the parties' property is hereby approved by the Court and adopted as part of this Decree by having the same set forth verbatim herein as follows:

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between ROSA LEE BURGESS (hereinafter referred to as Wife) and ALBERT ADAM BURGESS (hereinafter referred to as Husband).

M I N U T E S, ON THE NINTH DAY OF JUNE, 1975. 1049

W I T N E S S E T H:

The parties hereto were lawfully married on October 9, 1964, in Davidson County, Tennessee. As a consequence of certain irreconcilable difficulties that have arisen between the parties, the Wife has filed a petition for absolute divorce. The parties are desirous of making a final and permanent settlement agreement with respect to all of their assets, and alimony.

Therefore, for and in consideration of the mutual promises and agreement contained herein, the parties agree, covenant and bind themselves as follows:

1. Real Property. All right, title and interest in the parties' residence located at 1308 Howard Avenue in Davidson County, Tennessee, will vest solely in the Husband and the Wife will be divested of any right, title or interest in same. Husband will assume as his sole responsibility, payments therefor and will hold Wife harmless for any liability she might have on same. Said real property is more particularly described as follows:

> Land in Davidson County, Tennessee, being part of Lot 151 on the Plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County.
>
> Said part of said lot fronts 66 feet on the southerly margin of Howard Avenue and extends back between parallel lines 205 feet to a dead line, being the western 66 feet of said lot.
>
> Being the same property conveyed to G. L. Comer by deed from R. Lloyd Scobey and J. C. Shacklett of record in Book 774, page 583 and from Percy Sharp and E. R. Burr, Trustees of record in Book 689, page 410 and the same property devised to the Church of Christ Foundation, Inc. and the Washington Foundation under will of Guy Leon Comer a copy of which is recorded in Book 4548, page 254, Register's Office for Davidson County, Tennessee.

2. Automobile. All right, title and interest in the parties' Volkswagon automobile will vest solely in the Wife and Husband will be divested of any right, title and interest in said automobile. The Wife agrees to assume as her sole responsibility, payments therefor and will hold the Husband harmless for any liability he may incur on same.

3. Personal Property. All right, title and interest in such personal property as the parties have in their respective

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N I N O T E S, ON THE NINTH DAY OF JUNE, 1975.

possessions will vest in each respectively as of the date of the final hearing in this cause. All right, title and interest in the parties' 14 foot fishing boat will best in the Wife and the Husband will be divested of any right, title and interest in same. All right, title and interest in the parties' 18 foot boat will vest in the Husband and the Wife will be divested of all right, title and interest in same. The Husband will assume as his sole responsibility payments on the 18 foot boat and will hold the Wife harmless for any liability she may have for same.

4. Alimony. The Wife will receive as alimony in solido, an amount equal to the equity in the parties' residence located at 1308 Howard Avenue, more particularly described above. The amount of the equity is to be determined by a real estate appraisal made by the Easel Dickerson Real Estate Agency. All other claims for alimony made by the Wife are hereby expressly waived.

5. Debts. The Husband agrees to assume all of the debts incurred by the parties during the course of their marriage, with the exception of the automobile payment described in Item 2 above and agrees to hold the Wife harmless for any liability she may have on same.

6. Attorney's Fees. The Husband agrees to pay to the attorney for the Wife, an attorney's fee of Three Hundred ($300.00) Dollars.

THIS AGREEMENT, if and when approved by a Court of competent jurisdiction in Davidson County, Tennessee, and incorporated into any final decree of divorce which might be granted to the parties, shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing or heretofore existing between these parties, which either party may now have or which might accrue to either in the future, except as otherwise herein provided. Specifically included in this agreement are any claims for support, maintenance, alimony, dower, homestead, inheritance or any other interest of demand which might otherwise be asserted by either party against the other, or against the property or estate of the other.

Witness our hands this 11 day of April, 1975.

/s/
ROSA LEE BURGESS

/s/
WITNESS

/s/
ALBERT ADAM BURGESS

/s/
WITNESS

IT IS FURTHER ORDERED, ADJUDGED & DECREED that the costs of this cause be taxed to the defendant, ALBERT ADAM BURGESS, for which execution may issue if necessary.

JUDGE 6-9-75

APPROVED FOR ENTRY:

ROBERT S. BRANDT
Attorney for Complainant

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 FINAL DIVORCE DECREE heretofore entered in the 1ST Circuit Court for Davidson County, Tennessee, on the 09 day of JUNE , 1975 , in the Case Number 77591 between BURGESS, ROSA LEE DAY Plaintiff, and BURGESS, ALBERT ADAM Defendant.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 17 day of OCTOBER in the year two thousand seven and in the 231th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____

Deputy Clerk

SEAL

