IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CYNTHA JEAN JOHNSON ATKINSON)
Plaintiff and Cross-Defendant)
VS.) NO: 72650
ROBERT EARL ATKINSON)
Defendant and Cross-Plaintiff)

15-10
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PW

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FINAL DECREE

This cause came on to be heard on this the 15th day of July, 1974, before the Honorable Benson Trimble, Judge, upon the original complaint, testimony of the plaintiff and corroborating witnesses, property settlement agreement, statement of counsel and the entire record in this cause from all of which the Court is of the opinion that the defendant has been guilty of such cruel and inhuman and treatment or conduct towards the plaintiff as renders it unsafe and improper for her to cohabit with him or to be under his dominion and control;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the bonds of matrimony heretofore existing between the parties be and the same are hereby dissolved and the plaintiff is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the cross-complaint filed by the defendant and cross-plaintiff be and the same is hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement agreement signed by the parties hereto, a copy of the three pages which is attached as Exhibit A, is incorporated as a part of this decree as though the same were copied herein verbatim, and is hereby approved.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant be required to pay the costs of this cause for which execution may issue if necessary.

/s/ Benson Trimble
JUDGE

APPROVED FOR ENTRY:

HAYNES, SMITH AND LENAHAN

BY: /s/ Joe M. Haynes
JOE M. HAYNES

cc: Charles H. Warfield
Attorney at Law
18th Floor
Third National Bank Building
Nashville, Tennessee

I hereby certify that this is a true and correct copy of order entered in this cause on this 23 day of July, 74
Clerk
By G. Jennings
D.C.

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CYNTHA JEAN JOHNSON ATKINSON)
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VS.) NO: 72650
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ROBERT EARL ATKINSON)
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PROPERTY SETTLEMENT AGREEMENT

WHEREAS, CYNTHA JEAN JOHNSON ATKINSON, hereinafter called "wife", and ROBERT EARL ATKINSON, hereinafter called "husband", are married, but have experienced marital difficulties, and,

WHEREAS, there is pending in the Fourth Circuit Court for Davidson County, Tennessee, a Petition for Absolute Divorce filed by the wife against the husband, being Docket No. 72650, and,

WHEREAS, husband and wife desire to enter into an agreement with respect to their property rights and their children, and for the other purposes and with the effect hereinafter stated, subject, however, to the approval of the Court, which agreement upon approval by the Court would become a part of any final Order entered in said cause,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties herein contained, wife and husband agree and covenant as follows:

1. Custody of Children. Wife shall have custody of the minor children of the parties. The children may, however, live with the parent of their choice, with both parties having the rights of reasonable visitation with those children who are not residing with them.

2. Child Support. Husband shall pay to wife for the support and maintenance of the minor children of the parties the sum of Two Hundred ($200.00) Dollars per month payable directly to wife.

This amount is payable without regard to the residence of the oldest child, Michael Joseph Atkinson. Husband shall claim the three minor children as exemptions for the income tax year 1974. In each succeeding year, the party qualifying under the rules and regulations of the Internal Revenue Service shall claim the children as exemptions.

3. Automobiles. The parties agree that wife shall retain the Buick automobile that she presently drives. Husband shall retain a 1970 Ford truck.

4. Hospitalization Insurance. Husband shall provide the hospitalization insurance available to him through his employment, or like insurance, for the minor children of the parties.

5. Life Insurance. Husband shall keep in force those life insurance policies presently in force and make them payable either to the three (3) children or for their benefit and until each child has had the opportunity to obtain at least four years of college education.

6. Personal Property. Husband shall retain as his sole and separate property whatever interest the parties have in and to a mobile home, certain boats and motors, a gun case, and hunting and fishing equipment, along with all other personal property that is strictly personal to husband. Wife shall retain as her sole and separate property the rest and remainder of the personal property of the parties including, but not limited to, the furnishings of the home. Husband shall also retain, however, any stock that is held in credit unions or savings associations and the assets of a Thrift Plan.

7. Real Property. Title in and to the real property and improvements located thereon at 301 Belinda Drive, Hermitage, Tennessee, shall be vested in the wife. Should the wife remarry or sell said real property and the improvements located thereon, husband shall receive the sum of Ten Thousand ($10,000.00) Dollars. Both parties recognize that this right of the husband shall become a lien on said real property.

8. Additional Instruments. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

9. Attorneys' Fees, Court Costs. Husband and wife agree to be separately and individually responsible to their respective attorneys for fees and costs incurred as the result of this cause of action. Husband further agrees to be responsible for the payment of court costs incident to the divorce proceeding which has been filed by wife.

10. In consideration of this Agreement, husband and wife hereby release one another and their heirs, executors, administrators and assigns, property and estate, from any and all rights of every kind and character for past and future support and maintenance, homestead rights, dower right, curtesy, inheritance, dissent, distribution, alimony, rights of election against the other's will, and from all other rights, claims, demands and obligations of every kind and character arising out of or by virture of the marital relation of the parties, except as is expressly provided for in this Agreement, and each party is forever barred from having or asserting any such right, claim, demand or obligation at any time hereafter for any purpose except that the parties may assert all rights that are given under this Agreement.

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IDENTIF. REFERENCE T

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FELIX Z. DANSBY REGISTER DAVIDSON COUNTY, TENN.

Cyntha Jean Johnson Atkinson
Cyntha Jean Johnson Atkinson

Robert Earl Atkinson
Robert Earl Atkinson

WITNESSES:

William L. Small