9-29-76
140 c/2233

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

ANITA LOUISE SHAW)
)
VS.) NO. 8 0 0 6 8
)
RONALD R. SHAW)

148-15
40
PW

FINAL DECREE

This cause came on to be heard, this 16th day of September, 1976, before the Honorable J. William Rutherford, Judge of the First Circuit Court of Davidson County, Tennessee, upon bill for absolute divorce filed by the plaintiff, answer and cross-bill of the defendant, announcement to the Court that the case would be heard uncontested except on the issue of property and more specifically, the home place owned by the parties and announcement to the Court that certain matters had been agreed upon, and after testimony of the plaintiff and her witness, the Court was of the opinion that the allegations in the original bill had been fully sustained, that is that the defendant has been guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper for her to be under his dominion and control and the Court was further of the opinion that the oral property settlement agreement entered into, by and between the parties, should be approved and made a part of this final decree, and the Court was further of the opinion that the house and lot owned by the parties as tenants by the entirety should be divested out of the defendant and vested in plaintiff to be hers absolutely.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that plaintiff be and she 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 that the oral property settlement agreement entered into, by and between the parties should be approved and made a part of this final decree, which is as follows:

9/21/76

1. Plaintiff shall have the full care, custody and control of the minor children of the parties and the defendant shall have visitation privileges as follows:

A: One of his days off per week. During summer vacation, the defendant shall have the children for a two (2) week period, and during the Christmas vacation, the defendant shall have the children one (1) week including Christmas Eve and plaintiff shall have the children one (1) week, including Christmas Day. The parties will alternate Easter and Thanksgiving holidays and the defendant will give one day's notice of his intentions to pick the children up.

2. Defendant shall pay the wife the amount of One Hundred, Seventy-Five ($175.00) Dollars a month as child support.

3. Defendant will transfer to plaintiff the title to the 1972 automobile and whatever right, title or interest that the defendant has or may have in said automobile shall be divested out of him and vested in plaintiff to be hers absolutely.

4. Defendant will be responsible for all debts incurred by the parties jointly as of the date of separation.

5. The defendant will continue to carry the children of the parties on his hospitalization insurance.

6. Defendant will pay to plaintiff's attorney of record the sum of One Hundred ($100.00) Dollars attorney's fee for services rendered in this cause.

7. Plaintiff shall not permanently take the children out of the State of Tennessee without first obtaining permission of the Court or the defendant.

It is further ORDERED, ADJUDGED AND DECREED by the Court that whatever right, title or interest that the defendant has or may have in the house and lot owned by the parties as tenants by the entirety be divested out of him and vested in plaintiff to be hers absolutely. The description of this property is in words and figures as follows:

RECORDER'S MARK
Legibility of writing, typing or printing unsatisfactory in this
Document when received.

Being Lot No. 150 on the Plan of Apache Hills, Section 3, as of record in Book 4175, page 9, Register's Office for Davidson County.

Said Lot fronts 45 feet on the northerly side of Cimarron Court and extends back 125 feet on the easterly line and 150 feet on the westerly line to a dead line, which is a broken line and measures 210.37 feet thereon.

Being part of the same property conveyed to Joe V. Dobbs, by deed from Great Western Builders, Inc., as of record in Book 4453, page 606, said Register's Office.

Being the same property conveyed to Ronald R. Shaw and wife, Anita S. Shaw, by deed from Joe V. Dobbs and wife, Buena M. Dobbs, as of record in Book 4157, page 993, said Register's Office.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant will pay the costs of this cause for which let execution issue if necessary.

Enter this 29 day of September, 1976.

s/ William Kilby Jones

J U D G E

APPROVED FOR ENTRY:

s/ Jack A. Butler

JACK A. BUTLER
Attorney for Plaintiff

ROBERT H. SCHWARTZ
Attorney for Defendant

This is to certify that a true copy of the foregoing Final Decree has been forwarded to Mr. Robert H. Schwartz, attorney for the defendant in this cause, this the 29 day of September, 1976.=

s/ Jack A. Butler

JACK A. BUTLER

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BOOK 5085 PAGE 953

IDENTIF. REFERENCE

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Jack Butler Atty
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REGISTER
FEE DAVIDSON CO., TENN.

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* ~~correct~~ true copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Anita Louise Shaw *Plaintiff, and* Ronald R. Shaw *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 5th *day of* November *in the year one thousand nine hundred and* Seventy-Six *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Barbara Eddings, *D. C.*