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IN THE FIRST CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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PW

LINDA JEAN McCREARY BISHOP,
Plaintiff

vs.

ROBERT FRANCIS BISHOP,
Defendant

DOCKET NO. 83476

NOV-9 MISC B* 16.00 * 16.00

FINAL DECREE

This cause came to be heard on the 9th day of September, 1976, before the Honorable J. William Rutherford, Judge of the First Circuit Court for Davidson County, Tennessee, upon the petition for an absolute divorce, the amended petition for an absolute divorce filed herein, testimony of the plaintiff and her witnesses, statement of counsel and the entire record herein from all of which the Court is of the opinion that the defendant, Robert Francis Bishop, has been guilty of indignities to the person of the plaintiff which caused her to withdraw and to render further co-habitation both unsafe and improper for her to remain under his dominion and control.

It is, therefore, ORDERED, ADJUDGED and DECREED that the plaintiff, Linda Jean McCreary Bishop, be and she hereby is granted an absolute divorce from the defendant, Robert Francis Bishop, and that she be restored to all the rights and privileges of a single person.

It is further ORDERED that a Property Settlement Agreement entered into by and between the plaintiff and the defendant, and is incorporated herein as follows:

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

LINDA JEAN MCCREARY BISHOP)
)
Plaintiff)
)
vs.) NO. _____
)
ROBERT FRANCIS BISHOP)
)
Defendant)

PROPERTY SETTLEMENT

This agreement made and entered into this 10th day of August, 1976, by and between LINDA JEAN MCCREARY BISHOP, hereinafter called Mrs. Bishop, and ROBERT FRANCIS BISHOP, hereinafter called Mr. Bishop, both of Davidson County, Tennessee;

WITNESSETH:

WHEREAS, the parties hereto have encountered marital difficulties which are apparently irreconcilable; and,

WHEREAS, there is now pending an action for absolute divorce between the parties in the Courts of Davidson County, Tennessee; and,

WHEREAS, the parties hereto are mutually desirous of adjusting certain property rights between themselves and making certain provisions for the custody and support of their minor children;

NOW, THEREFORE, for good and sufficient consideration, the parties hereto mutually agree as follows:

(1) Mr. Bishop agrees to allow Mrs. Bishop to retain the custody and control of the minor children of the parties: Dawn Elizabeth Bishop, age eight (8) years, and Lisa Marie Bishop, age five (5) years. Mrs. Bishop agrees to grant

Mr. Bishop visitation privileges with said minor children.

(2) Mr. Bishop agrees to pay to Mrs. Bishop the sum of Three Hundred and No/One Hundredths Dollars ($300.00) per month for the support, maintenance and education of the minor children of the parties, and it is agreed that Mr. Bishop may make said payments monthly.

(3) Mr. Bishop agrees to relinquish to Mrs. Bishop all his right, title and interest in the home, the furniture, the appliances and the household effects located at 5001 McLendon Drive, Antioch, Tennessee, and he agrees to execute such transfer of title documents as may be necessary to effect this agreement.

(4) Mrs. Bishop agrees to relinquish to Mr. Bishop all her right, title and interest in all tools, excluding garden tools; a workbench; two (2) six-shelf bookcases; books; one (1) tape recorder; one (1) RCA twelve inch television; one (1) Realistic 24TRC CB radio; all personal belongings; and any household effects which the parties may agree upon.

(5) Mrs. Bishop further agrees that the tools, workbench, books and bookcases may remain at the home of the parties and that Mr. Bishop may use or remove the items from the premises at anytime.

(6) Mr. Bishop agrees to relinquish to Mrs. Bishop all his right, title and interest in a 1972 MG Midget automobile, and he agrees to execute such transfer of title documents as may be necessary to effect this agreement.

(7) Mrs. Bishop agrees to relinquish to Mr. Bishop all her right, title and interest in a 1974 Plymouth Duster, and she agrees to execute such transfer of title documents as may be necessary to effect this agreement.

(8) Mr. Bishop agrees to maintain in full force and effect health and life insurance coverage on the minor children of the parties, and Mr. Bishop agrees to make Mrs. Bishop the beneficiary of all life insurance policies presently in effect on his life.

(9) Mrs. Bishop agrees to maintain health insurance on herself.

(10) Mr. Bishop agrees to assume sole responsibility for all indebtedness incurred by both parties prior to the execution of the herein Property Settlement on the following accounts: Western Auto, Chrysler Credit, Westinghouse for a television, Commerce Union for a piano, and Allstate for car insurance on both cars until August 29, 1977.

(11) Mr. Bishop agrees to assume sole responsibility for all indebtedness incurred by both parties prior to the execution of the herein Property Settlement on the following credit cards: Exxon, Harvey's, Cain Sloan, Commerce Union Bank, and Third National Bank.

(12) Mrs. Bishop agrees to return all credit cards to Mr. Bishop on the following accounts: Exxon; Harvey's; Cain Sloan; Commerce Union Bank and Third National Bank; and it is agreed that Mrs. Bishop will assume sole responsibility for any indebtedness incurred by her with these businesses after the execution of the herein Property Settlement.

(13) Mr. Bishop agrees to assume sole responsibility for all outstanding indebtedness on the Penney's charge account prior to the execution of the herein Property Settlement, which is currently in the amount of Three Hundred and No/One Hundredths Dollars ($300.00). Mr.

Bishop further agrees to allow Mrs. Bishop continued use of the Penney's charge account for the maintenance of the minor children.

(14) Mr. Bishop agrees to assume sole responsibility for the outstanding amount of Sixty-five and No/One Hundredths Dollars ($65.00) on the Medicount dental bill and to allow Mrs. Bishop the continued use of the account for purposes of the minor children.

(15) Mrs. Bishop agrees to establish a Medicount for herself after the execution of the herein Property Settlement.

(16) Mr. Bishop agrees to maintain the First American National Bank Credit Card for the purpose of a pediatrician for the minor children.

(17) Mrs. Bishop agrees to return the First American National Bank Credit Card to Mr. Bishop, and it is agreed that she may have continued use of the account for pediatric services for the minor children.

(18) Mr. Bishop agrees to assume sole responsibility for the outstanding amount of Forty-nine and No/One Hundredths Dollars ($49.00) to Dr. Estes, a gynecologist, and any amounts incurred by Mrs. Bishop prior to the execution of the herein Property Settlement.

(19) Mrs. Bishop agrees to assume sole responsibility for the following indebtedness: the mortgage on the parties' resident at 5001 McLendon Drive in the amount of Two Hundred Sixteen and No/One Hundredths ($216.00) per month; all utilities; the car note with Commerce Union Bank in the amount of Eighty-Five and No/One Hundredths ($85.00) Dollars; all babysitting expenses; and all food and clothing which she may require.

(20) Mrs. Bishop agrees to pay her attorney's fees and court costs involved in this cause.

It is understood and agreed that these presents contain the entire agreement between the parties hereto and that this agreement or pertinent portions thereof may be incorporated in Decree form should the Court see fit to decree a divorce between the parties.

Nothing herein is intended, nor shall be construed, as infringing upon the prerogative of the Court having jurisdiction of this cause; the sole and only purpose of this agreement being the mutual desire of the parties to make an advantageous disposition of their jointly owned personalty, and to make suitable and adequate provision for their children.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and date first above written, each retaining a copy hereof, the receipt of which is hereby acknowledged.

Linda Jean McCreary Bishop
LINDA JEAN MCREARY BISHOP
Complainant

Robert Francis Bishop
ROBERT FRANCIS BISHOP
Defendant

By _____
PAT NICHOL
Attorney for Complainant

By _____
CLYDE S. GAY, JR.
Attorney for Defendant

be and hereby is the judgment of the Court.

In addition, this Honorable Court ORDERS that all right, title and interest to the property located at 5001 McLendon Drive, Antioch, Tennessee, be divested out of the defendant and vested in the plaintiff as her sole and separate estate, which property is more particularly described as follows:

> BEING Lot No. 3 on the Plan of Colewood Hills, Section I as of record in Book 4300, page 130, Registers Office for Davidson County, Tennessee.
> Said Lot No. 3 fronts 78.73 feet on the easterly margin of McLendon Drive, extends back on the southerly margin 105.0 feet, thence 119.0 feet on the westerly margin, thence 72.97 feet on the northerly margin, thence 39.27 feet, being a curve at the northeasterly curve of said lot.

The defendant, Robert Francis Bishop, shall be required to pay the costs of this cause, for all of which execution may issue if necessary.

Enter this the 15 day of September, 1976.

J. WILLIAM RUTHERFORD
JUDGE-First Circuit Court

APPROVED FOR ENTRY:

PAT NICHOL
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing pleading has been mailed this date to the defendant at his last known address, Mr. Robert Francis Bishop, c/o American General Insurance Company, L.& C Tower Nashville, Tennessee and to his attorney, Mr. Clyde Gay, 300 Main Street, Franklin, Tennessee.

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IDENTIF. REFERENCE

Nov 9 12 47 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

mail
Pat Nichol
941 Richards Rd.
Antioch Tenn 37013

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 transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Linda Jean McCreary Bishop *Plaintiff, and* Robert Francis Bishop *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* 9th *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 Dorothy Lackey *D. C.*