11-12-76
19C/1525

BOOK 5095 PAGE 265

REBA ANN BRYANT	)	IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
VS.	)	NO. 83840
ROBERT LELAND BRYANT	)	

FINAL DECREE

This cause came on for hearing on this the 11th day of November, 1976, before the Honorable James M. Swiggart, Judge of the Sixth Circuit Court of Davidson County, Tennessee, upon the original complaint filed by the complainant, Reba Ann Bryant, and with her asking the Court to amend her complaint for separate maintenance to a complaint for absolute divorce charging the ground of cruel and inhuman treatment, with the cause being tried as an uncontested matter, with the counter-complaint filed by Robert Leland Bryant being dismissed, testimony of witnesses heard in open Court, Property Settlement Agreement submitted to the Court, statement of counsel and upon the entire record herein. From all of which the Court hereby allows the amending of the original complaint and the said Reba Ann Bryant's allegations that the defendant has been guilty of such cruel and inhuman treatment and conduct towards her as renders further cohabitation unsafe and improper for her to remain under his dominion and control have been fully sustained;

It is, therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore subsisting by and between the parties are hereby dissolved and the complainant, Reba Ann Bryant, is hereby awarded an absolute divorce from the defendant, Robert Leland Bryant, and she is hereby restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED that the Property Settlement Agreement executed by the parties is hereby approved by the Court. Said Agreement is in words and figures as follows:

AGREEMENT

This Agreement made and entered into on this the _____ day of September, 1976, by Reba Ann Bryant, hereinafter called the "Wife" and Robert Leland Bryant, hereinafter called the "Husband";

WITNESSETH:

That whereas the parties are man and wife and the wife has filed an original complaint for divorce in the Sixth Circuit Court of Davidson County, Tennessee, under rule no. 83840 and the same has been answered by the husband who has filed a cross-action thereto and the marital difficulties between the parties being such that a reconciliation is impossible and desiring to settle their property and custody rights, the parties agree as follows:

1. The wife shall receive custody of the two minor sons of the parties with reasonable visitation privileges being reserved for the husband and father.

2. The wife shall receive the homeplace of the parties located at 2517 Barclay Drive, Nashville, Tennessee, to be hers absolute and in fee simple and will assume the mortgage thereon.

3. The husband shall pay to the wife the sum of Two Hundred Fifty ($250.00) Dollars per month as child support for the support and maintenance of the two minor children.

4. The wife shall receive the household furniture and furnishings of the parties and the 1969 Chevrolet automobile.

5. The wife shall receive the Laser stock as owned by the parties and the husband will execute the necessary documents to effect this transfer.

6. The husband will sign over the Prudential Insurance Policy on Robert Stacy Bryant to the wife and she will keep current the premiums thereon.

7. The wife shall be allowed to claim the ten year old son as a deduction on her Federal Income Tax Return.

8. The husband agrees the coin collection, diamond ring and watch, being items left to the two minor sons, shall become their property with no claim thereon by either party.

9. The husband will provide medical and hospitalization insurance on the two minor sons and offer proof thereof to the custodian.

10. The husband shall receive his tools, the 1965 Chevrolet automobile and the boat, motor and trailer of the parties to be his absolutely.

11. The husband shall retain the National Life Policy of the parties.

12. Each party shall retain their own personal property consisting of jewelry and other similar personal items.

Both parties understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party. However, in the event that a divorce is not granted to either party or the parties reconcile, this agreement shall be of no force and effect. If approved by the Court, the said agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

/s/ Reba Ann Bryant
REBA ANN BRYANT

/s/ Muriel Robinson
WITNESS

/s/ Robert Leland Bryant
ROBERT LELAND BRYANT

/s/ Richard R. Clark
WITNESS

It is, therefore, ORDERED, ADJUDGED and DECREED that the custody of the two minor children, to wit: Robert Stacy Bryant, Age 12, and James Ashley Bryant, Age 10, is vested in the complainant, Reba Ann Bryant, with reasonable visitation privileges awarded the defendant and natural father.

It is further ORDERED and DECREED that the defendant, Robert Leland Bryant, shall pay to complainant the sum of Two Hundred Fifty ($250.00) Dollars per month for the support of the two minor children. Further, as evidenced by the above agreement the complainant shall claim the ten year old son as a deduction on her tax return and the defendant shall claim the other child as they have heretofore agreed.

It is further ORDERED and DECREED that the complainant is awarded the household furniture and furnishings of the parties and the 1969 Chevrolet automobile to be hers absolute and in fee simple.

It is further ORDERED that the complainant is awarded the Laser stock of the parties to be hers absolute and the defendant shall execute all the necessary documents to effect the transfer.

It is further ORDERED and DECREED that the defendant shall receive the 1965 Chevrolet automobile and boat, motor and trailer of the parties to be his absolutely.

It is further ORDERED that the husband will provide medical and hospitalization insurance on the two minor sons and will retain in effect the National Life Policy of the parties.

All other provisions of the agreement heretofore set out are hereby made the judgment of this Court and pursuant thereto, all right, title and interest the defendant has in and to the homeplace of the parties located at 2517 Barclay Drive, is hereby divested from him and reinvested in complainant, Reba Ann Bryant, in fee simple. Said real property is more particularly described in words and figures as follows:

> Land in Davidson County, Tennessee, being Lot No. 30 on the Plan of Eastland Acres, Section I, of record in Book 2133, page 103, Register's Office for said County.
>
> Said Lot No. 30 fronts 77 feet on the northeasterly side of Barclay Drive and runs back 268.7 feet on the northwesterly line and 257 feet on the southeasterly line to a dead line in the rear, measuring 109.8 feet thereon.
>
> Being the same property conveyed to Robert L. Bryant and wife, by Warranty Deed from James L. Richardson and wife, Charlene G. Richardson, of record in Book 2749, Page 257, Register's Office of Davidson County, Tennessee.
>
> This conveyance is made subject to restrictive covenants of record in Book 2284, page 612, said Register's Office.

Map 83-12 Parcel 64

The defendant will pay the costs of this cause for all of which let execution issue if necessary.

Enter Nov 12, 1976

James A. Beasley
JUDGE

APPROVED FOR ENTRY:

Merrill Robinson
Attorney for Complainant

Attorney for Defendant

I certify that a copy of this Decree has been mailed to the Honorable Richard R. Clark, Attorney for Defendant, this the 11th day of November, 1976.

Merrill Robinson
Attorney for Complainant

D80502

IDENTIF. REFERENCE

BOOK 5095 PAGE 269

DEC 9 2 16 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

DEC-9[illegible] MISC B* 10.00 * 10.00

11-12-76 190/1522

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* Reba (Ann) Bryant *Plaintiff, and* Robert Leland Bryant *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* December *in the year one thousand nine hundred and* Seventy Six *and in the* 201 *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Cocker, *D. C.*