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IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DANIEL DEAN ROBISON	)	
	)	
Complainant	)	
	)	
VS.	)	No. 84412
	)	
SHARON ANN ROBISON	)	
	)	
Defendant	)	

FINAL DECREE

This cause came on to be heard on the 10th day of December, 1976, before the Honorable Joe C. Loser, Jr., Judge, Third Circuit Court for Davidson County, Tennessee, upon the original Complaint, the Defendant having been personally served with process and having failed to answer within the time prescribed by law, upon order of default judgment, upon testimony of the Complainant and his corroborating witnesses and upon the entire record in this case, from all of which the Court is of the opinion that the Defendant, Sharon Ann Robison, has been guilty of such cruel and inhuman treatment towards the Complainant that renders further cohabitation unsafe and improper; that the Complainant should be granted an absolute divorce from the Defendant; that the Defendant is a fit and proper person to have the care, custody and control of the parties' minor children, Michael Dean Robison and Christopher Jason Robison; and that the property settlement agreement entered into by and between the parties should be in all things approved.

It is, therefore, ORDERED, ADJUDGED and DECREED as follows:

1. That the Defendant, Sharon Ann Robison, has been guilty of such cruel and inhuman treatment towards the Complainant as renders further cohabitation unsafe and improper.

2. That the marriage heretofore subsisting between the parties be, and the same is, hereby forever dissolved and that the Complainant Daniel Dean Robison, is hereby granted an absolute

divorce from the Defendant, Sharon Ann Robison, and that the parties are restored to all the rights and privileges of unmarried persons.

3. That the property settlement agreement entered into by and between the parties on September 1, 1976, is in all things ratified and approved by the Court as follows:

PROPERTY SETTLEMENT AGREEMENT

This agreement entered into this 1st day of September, 1976, by and between Daniel Dean Robison, hereinafter referred to as "Husband", and Sharon Ann Robison, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Circuit Court of Davidson County, Tennessee, a suit for divorce styled Daniel Dean Robison, Complainant, vs. Sharon Ann Robison, Defendant, and bearing Docket No. 84412; and

WHEREAS, the parties desire to agree upon and fix their rights and duties respecting their respective estates and all other matters concerning their respective rights and duties by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

1. The Wife shall continue to have the custody and control of the parties' minor children, namely, Michael Dean Robison and Christopher Jason Robison. The Husband shall have rights of visitation with the children for two weekends per month and twice a week up until 8:30 P.M.

2. The Husband shall pay directly to the Wife as child support for the parties' minor children the sum of Fifty Dollars ($50.00) per week.

3. The parties are current owners of a house and lot heretofore used for residential use by the parties and located at 700 Bixler Avenue, Madison, Tennessee, and being more particularly described as follows:

> Being Lot No. 12, Block A of Cedar Crest Estates, Plat of which is of record, in Book 974, page 15, Register's Office for Davidson County, Tennessee, and as shown according to a survey by Southern Land & Associates, Inc., dated June 14, 1976. Said Lot No. 12 fronts 56 feet on Bixler Avenue, and runs back between parallel lines, 191.5 feet to a dead line.
>
> Being the same property conveyed to Daniel Dean Robison and wife, Sharon Robison by deed from Jimmy Wayne Jones and wife, Mai Ellen Jones of record in Book 5041, page 588, Register's Office for Davidson County, Tennessee.

The parties agree that said proper will be divested out of the Wife and vested in the Husband in fee simple upon the granting of said divorce. Husband agrees to assume all debts connected with said property and will hold Wife harmless therefrom.

4. There are presently two motor vehicles in the ownership and control of the parties - a 1963 Oldsmobile automobile, and a 1976 Dodge automobile. Ownership and control of said 1963 Oldsmobile automobile shall be vested in Wife, and ownership and control of the 1976 Dodge automobile shall be vested in Husband. Each of the parties shall execute any documents or instruments or assist the other party in transferring ownership and title to the respective holders in accordance with this agreement. Each of the parties shall have the responsibility of maintenance, upkeep and insurance on his or her motor vehicle.

5. Any term live insurance policies owned by Husband and naming Wife and/or children as beneficiary will be maintained by Husband without change of beneficiary.

6. The parties agree that the Wife will retain ownership and control over such furniture, fixtures, appliances and other

personal property heretofore recognized as the joint property of the parties during the marriage, which she has already removed from the home of the parties, and in addition, a freezer, washer, cedar chest and stove, to be removed from said home. The balance of personal property at the home of the parties shall vest in the Husband. Each of the parties agree that such division of property was and is equitable and proper.

7. The parties agree that the checking account at First American Bank, Madison, shall be divested out of the Wife and vested in the Husband and that the savings account at First American Bank, Madison shall be divested out of the Husband and vested in the Wife. Both parties agree to execute any documents to insure this result, if necessary.

8. Husband agrees to pay any and all debts, expenses, and obligations recognized as joint debts of the parties prior to the date of separation.

9. Husband agrees to pay the attorney's fees incurred through Stewart, Black, Ayers & Buchanan, 108 Madison Building, 223 Madison Street, Madison, Tennessee, by reason of the said divorce proceedings and all costs connected with the same, together with court costs in this cause, from all of which execution may issue if necessary.

10. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probate value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate, whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement.

11. The parties agree that this Agreement, subject to Court approval, shall be incorporated in and made a part of any decree of divorce which may be entered hereafter.

IN WITNESS WHEREOF, the parties hereto have set their signatures this the day and date first above mentioned.

/s/ Daniel Dean Robison

/s/ Sharon Ann Robison

SIGNED IN THE PRESENCE OF:

/s/ Mrs. Linda Hatter

4. That pursuant to the above property settlement agreement, the Defendant, Sharon Ann Robison be, and she is, hereby divested of all right, title and interest she has heretofore owned with the Complainant as an estate by the entireties in the property located at 700 Bixler Avenue, Madison, Tennessee, and the said Daniel Dean Robison is hereby vested with all the right, title and interest heretofore owned by the Defendant and the said Daniel Dean Robison is hereby vested with full ownership of all of said property in fee simple absolute.

5. The costs of this cause are hereby assessed against the Complainant, Daniel Dean Robison, for which execution may issue if necessary.

JOE C. LOSER, JUDGE 12/16/76

APPROVED FOR ENTRY:

STEWART, BLACK, AYERS, BUCHANAN & MATHIESEN
223 Madison Street
Madison, Tennessee 37115

Enter This 16 Day of Dec., 1976

By: Mark J. Mathiesen
Mark J. Mathiesen, Attorney
for Complainant

CERTIFICATE

It is hereby certified that a true and exact copy of the foregoing Final Decree has been mailed to the Defendant, Sharon Ann Robison, at her last known address at 121 McArthur Street, Madison, Tennessee 37115, on this the 16th day of December, 1976.

Mark J. Mathiesen

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IDENTIF. REFERENCE

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REGISTER
DAVIDSON CO., TENN.

JUN-3 MISC B* 12.00 * 12.00

Mail
Douglas Berry
907 Iris Circle
Parkview
Goodlettsville Tenn

Minute Book 110
#84412
page 1461

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* Daniel Dean Robison *Plaintiff, and* Sharon Ann Robison *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* 3rd *day of* June *in the year one thousand nine hundred and* Seventy-seven *and in the* 201st *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Lacey, *D. C.*