Map - 133-16
Par. 97

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CHERYL ANNE ROBINSON)
)
VS.) NO. 81 D - 3386
)
HARRY A. ROBINSON)

BOOK 5846 PAGE 544

FINAL DECREE

This cause came on to be heard on the 17th day of November, 1981 before Honorable Joe C. Loser, Jr., Judge, Third Circuit Court, Davidson County, Tennessee upon Plaintiff's complaint for absolute divorce, default judgment entered against the Defendant, notarized Property Settlement Agreement entered into by and between the parties herein, testimony of the Plaintiff submitted upon written interrogatories, and upon the entire record herein from all of which the Court finds that the parties have irreconcilable differences; that the Plaintiff's complaint has been on file for more than ninety (90) days; that the parties have minor children, and further, that the parties have entered into a notarized Property Settlement Agreement.

It is therefore ORDERED and DECREED by the Court that the Plaintiff, Cheryl Anne Robinson, be and is hereby awarded an absolute divorce from the Defendant, Harry A. Robinson, and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED and DECREED by the Court that the notarized Property Settlement Agreement entered into by and between the parties herein is found by the Court to be equitable and makes adequate and sufficient provision for custody and maintenance of the parties' minor child and for the equitable settlement of any property rights as between the parties and said Property Settlement Agreement is hereby approved by the Court and is made the judgment of the Court and is attached hereto as Exhibit "A" and is incorporated herein by reference.

It is further ORDERED and DECREED by the Court that the Plaintiff, Cheryl Anne Robinson, pay the Court costs of this cause for all of which let execution issue if necessary.

01/29 18.00 CHECK
325

APPROVED FOR ENTRY:

Jerry E. McGlothlin

Attorney for Plaintiff

JUDGE

12/17/81

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Final Decree has been mailed to the Defendant at his last known address, this the 23 day of November, 1981.

Jerry E. McGlothlin

ATTORNEY

I hereby certify that this is a true copy of original instrument filed in my office this 27th day of Jan. 1982

GEORGE L. ROOKER Clerk

By: V. L. Forland

Deputy Clerk

PROPERTY SETTLEMENT AGREEMENT

1981 SEP 16 AM 9:42
GEORGE L. ROOKER, CLERK

THIS AGREEMENT made and entered into on this the ____ day of _____, 1981, by and between CHERYL ROBINSON, hereinafter designated as the "Wife" and HARRY ROBINSON, ~~HARRY ROBINSON~~, D.C. hereinafter designated as the "Husband".

That irreconcilable differences exist between the parties, and the Wife has heretofore filed an action for absolute divorce in the _____ Circuit Court of Davidson County, Tennessee, under docket number _____, and the parties desire to settle their property disputes and enter into this Agreement.

W I T N E S S E T H :

That for and in consideration of the mutual covenants and promises herein contained, the parties agree and contract as follows:

1. The Wife shall proceed to trial and secure a divorce on the grounds of irreconcilable differences.

2. The parties shall have joint custody of the parties' minor child and the Husband acknowledges that he shall pay child support to the Wife in the amount of one hundred fifty dollars ($150.00) per month, however the Wife shall pay him no support for the time the parties' minor child is with him.

3: The parties agree that the Wife may claim the parties' child as an exemption for federal income tax purposes inasmuch as the child's primary residence shall be with the Wife.

4. The Husband shall be awarded the 1968 Chevrolet automobile and the Wife shall sign any and all documents necessary to transfer the title of this car to him.

5. The Wife shall be awarded the 1972 Volkswagen automobile and the Husband shall sign any and all documents necessary to transfer title to her.

6. The Husband agrees that all right, title and interest in and to the parties real estate shall be divested from him and reinvested in the Wife to be hers absolute and in fee simple. Said property is more particularly described as follows:

[illegible] Davidson County, Tennessee, being Lot No. 42 on the

Plan of Kenilworth Estates, Section III, as of record in Book 2900, pages 149 and 150, Register's Office for said county, described as follows: Beginning on the northeasterly margin of Tampa Drive at the corner of Lots Nos. 41 and 42; thence with the line between said two lots, northeasterly 111 feet to the corner of Lots Nos. 42 and 43; thence with the line between Lots Nos. 42 and 43, southeasterly 134 feet to the northwesterly margin of Citrus Drive; thence with the margin of the same, southwesterly 66 feet to the beginning of a curve thence around said curve, having a radius of 20 feet, westerly 32.4 feet to the northeasterly margin of Tampa Drive, thence with the same, northwesterly 93.9 feet to the beginning.

BEING the same property conveyed to Harry A. Robinson and wife, Cheryl A. Robinson, by deed from Dennis Capps and wife, Olive Capps, of record in book 5438, page 534, Register's Office, Davidson County, Tennessee.

7. The Husband agrees that he shall assume and pay the obligation owed to Mastercharge and the Wife shall pay any and all other outstanding debts as owed by the parties and this shall represent a fair and adequate settlement of the parties' liabilities and shall be in lieu of any equity which the Husband asserts he may have in the parties' real estate hereinabove mentioned.

8. The Wife agrees that she shall pay her attorney fees and the Court costs of this cause.

9. The Husband shall be awarded the following personal property: International clock, movie projectors, movie camera, movies, tapes, stereo and speakers, instruments, equipment, kitchen table and chairs, waterbed, black sleeper sofa, corn popper, camping equipment, records, smoker, 12 volume set cookbooks, some of the parties' books.

The Wife shall be awarded all other personal property not herein specified as being awarded to the Husband.

10. The parties agree that this is a full, fair, adequate and just settlement of their property and custody disputes and they agree that they have read this agreement, understand its contents, and have executed it of their own free will and knowledge. They further acknowledge that should the Court approve this agreement it may be incorporated into any Final Decree awarded in this cause.

IN WITNESS WHEREOF, the parties have affixed their signatures

to this agreement on the 19 day of August, 1981 as to the Husband and the 10th day of August, 1981 as to the Wife.

HUSBAND

WIFE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, HARRY ROBINSON, with whom I am personally acquainted and who made oath in due form of law that he has read the foregoing Property Settlement Agreement, understands its contents and executes the same for the reasons and purposes therein contained.

Sworn and subscribed to before me on the 18 day of August, 1981.

NOTARY PUBLIC

My Commission Expires:

January 22, 1984

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the county and state aforesaid, CHERYL ROBINSON, with whom I am personally acquainted and who made oath in due form of law that she has read the foregoing Property Settlement Agreement, understands its contents and executes the same for the reasons and purposes t herein contained.

Sworn and subscribed to before me on this the 13th day of July, 1981.

NOTARY PUBLIC
My Commission Expires:
July 17, 1983

BOOK 5846 PAGE 549

RUSH

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IDENTIF. REFERENCE

JAN 29 1 10 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

I hereby certify that this is a true copy of original instrument filed in my office this 27th day of Jan. 1982

GEORGE L. ROOKER Clerk

By W. L. Rowland
Deputy Clerk