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GEORGE L. RECKER, CLERK
D. Spurlock D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ELLEN ELIZABETH SANDERSON ROBERT]
]
]
VS.] NO. 87D-783
]
]
DAVID PAUL ROBERT]

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155-7-32

FINAL DECREE

This cause came on to be heard before the Honorable Muriel Robinson, Judge, on the 25th day of January, 1988, and upon all of the pleadings heretofore filed in this cause. Following the testimony of the parties, statement of counsel, and a review of the record, the matter was taken under advisement by the Court for the purpose of rendering a memorandum opinion. Thereafter, by memorandum opinion dated February 29, 1988, the Court found, and it is ORDERED, ADJUDGED, and DECREED as follows:

That the allegations of the original complainant-wife have been fully sustained by the proof, that is, that the defendant has been guilty of such cruel and inhuman treatment that renders further cohabitation unsafe and improper for her to remain under his dominion and control. Therefore, the wife is awarded an absolute divorce and is restored to all rights and privileges of an unmarried person. The bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved. The counter-complaint of the husband is dismissed.

That the wife is the fit and proper person to have the absolute care, custody and control of the two minor children of the parties, Daniel Paul, and Christopher Lynn, and that it is in the best interest and well fare of said children that their custody be awarded to the wife. The husband shall have visitation privileges with the minor children on an every other weekend basis from Friday at 6:00 P.M. until Sunday at 6:00 P.M. The parties shall alternate the holidays and Christmas according to the Court's regular visitation schedule. The father shall have extended summer visitation of one

month. The mother will have every other weekend visitation during this summer schedule when the children are in the custody of the father for the summer visit.

The husband shall pay to the wife the sum of Thirteen Hundred ($1,300.00) Dollars per month as child support for said minor children, said payments to be made directly to the wife on or before the 10th day of each and every month commencing on March 10, 1988, and continuing each and every month thereafter until further orders of the Court.

The husband shall maintain hospitalization and medical insurance on the minor children. The parties may agree however, if more plausible, the wife may furnish the coverage. The parties will share equally any remaining balances after the primary and/or secondary carrier have paid. In addition thereto, the parties shall share equally any claim not paid. Medical expenses shall include, dental, eye, eyeglass expenses and orthodontist fees.

The husband shall furnish to the wife a term life insurance policy upon his life in the amount of Seventy-Five Thousand ($75,000.00) Dollars with her as owner and he will pay the premiums to secure payment of child support until the obligation ceases at which time if the wife desires to keep said policy in force, she shall be responsible for the premiums due thereon.

Each of the parties shall claim one child as a dependant for income tax purposes with the wife to claim the younger of the two children.

Insofar as a division of the marital assets are concerned, it is further ORDERED, ADJUDGED, and DECREED as follows:

A. The wife is awarded the homeplace of the parties located at 612 Davidson Road, Nashville, Tennessee, to be hers absolute in fee simple subject to the first mortgage thereon and a lien in favor of the husband in the amount of $15,000.00. Said lien shall be paid to the husband when the youngest child has become 18 years old and has graduated from high school, or when the wife remarries or sells said homeplace or elects not to live therein as her permanent residence. There shall be no interest to run on this lien until payment.

The wife is ordered to pay the first mortgage in a timely manner and she shall of course have the interest deduction. The wife shall not allow the property mortgage to become in arrears or put said home in danger of foreclosure. Said property is more particularly described as:

Land in Davidson County, Tennessee, being Lot No. 41 on the Plan of Brook Meade, Section One, of record in Book 2133, Page 77, Register's Office for said county, to which reference is made for a more complete description.

Being the same property conveyed to David P. Robert et ux, Ellen S. Robert by deed from C. D. Hutchings and Sandra E. Hutchings of Record in Book 6622, Page 648, Register's Office Davidson County, Tennessee.

Therefore, all of husband's right, title and interest in and to said aforementioned real property is divested out of husband and awarded to wife in fee simple title, but subject to the lien in favor of the husband as hereinabove set out. The husband will execute any and all documents necessary for the transfer of said property into the name of the wife.

B. The wife shall be awarded the household furniture as listed in Exhibit #4, with exception of those items thereon the Court hereinafter awards to the husband.

C. The husband shall be awarded the items on Exhibit #3 and in addition thereto, the stereo and components, all items coming from his family plus the sleeper and matching love seat, plus one half of picture albums and framed pictures.

D. The wife shall be awarded her Toyota truck subject to the lien thereon.

E. Each of the parties will retain their own stocks, bonds and any pension plans or profit sharing plans free and clear from any claim of any nature whatsoever by the opposing party.

F. The wife shall pay the following accounts:

Castners
Cotton Patch
Mastercard (LOMAS)
Mastercard (CUB)
The 1st mortgate on the homeplace

All other debts or obligations of the parties shall be the responsibility of the husband. Neither party will made any further charges upon the credit of the other party.

As his reasonable fee for services rendered to the wife in this cause, and as additional alimony, the husband will pay to Jack Norman, Jr., solicitor for the wife, the sum of Fifteen Hundred ($1,500.00) Dollars. Judgement is awarded for said fee and for which execution may issue if necessary. The husband shall pay the cost of this cause for which execution may issue if necessary.

The wife's full name is Ellen Elizabeth Sanderson Robert. Her social security number is [redacted]-3055. Her address is 612 Davidson Road, Nashville, Tennessee 37205. The husband's full name is David Paul Robert. His social security number is [redacted]-0817. His address is 500 Plantation Court, T-3, Nashville, Tennessee 37221.

Enter this 25th day of ~~March~~ April, 1988.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Jack Norman, Jr.
Attorney for Plaintiff/Wife
213 Third Avenue, North
Nashville, Tennessee 37201
(615) 254-0656
R-2702

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a copy of this Final Decree to Ms. Marietta M. Shipley, Attorney for Defendant/Husband, 306 Gay Street, 206 Realtors Building, Nashville, Tennessee, Tennessee 37201, on this the 4th day of March, 1988.

Jack Norman, Jr. Attorney

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STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 26th. *day of* April, *19* 88, *in Case Number* 87D-783 *between* Ellen Elizabeth Sanderson Robert *Plaintiff, and* David Paul Robert *Defendant, as same remains of record in Book* 169A, *Page* 2979 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 12th. *day of* April *in the year one thousand nine hundred and* Eighty-Nine *and in the* 213th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Duckett *D.C.*

Form #GR-117