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IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

RAYMOND LOUIS DANNER,
Plaintiff & Cross-Defendant]

VS.] Divorce No. 76346

FRANCES JUANITA LODGE DANNER,
Defendant & Cross-Plaintiff]

FINAL DECREE

This cause came on to be heard on the 3 day of February, 1975, upon the pleadings and the proof submitted to the Court by depositions by authority of a previous order of the Court. From the pleadings in the cause, from the testimony in

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the cause, through depositions, the statement of counsel, and from the entire record of the cause, the Court was of the opinion that the allegations of the original complaint filed by Raymond Louis Danner were not sustained by the evidence, and the original complaint is accordingly dismissed. The Court is of the further opinion that the allegations contained in the cross-bill filed on behalf of Frances Juanita Lodge Danner were fully sustained by the evidence, that is, that the cross-defendant, Raymond Louis Danner, has been guilty of such cruel and inhuman treatment or conduct towards her as renders further cohabitation unsafe and improper.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore subsisting between Frances Juanita Lodge Danner and Raymond Louis Danner be and the same are hereby forever and perpetually dissolved. The said Frances Juanita Lodge Danner is hereby decreed an absolute divorce from the said Raymond Louis Danner, and the parties are hereby restored to all the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED that all of the right, title and interest in and to certain real estate in Davidson County, Tennessee, located on Stanford Drive, heretofore owned by the parties as tenants by the entirety, formerly occupied by the parties as their home, and presently occupied by the said Frances Juanita Lodge Danner, and more particularly described as follows:

> "A certain tract or parcel of land in Davidson County, Tennessee, described as follows:
>
> "Being the westerly part of Lot No. 14 on the Revised Plan of Stanford and Criswell's Westwood Subdivision, as of record in Book 974, page 14, Register's Office for said County, described according to a survey made by Parrish Engineers, Inc., dated January 7, 1969, as follows:
>
> "BEGINNING at an iron stake in the easterly margin of Stanford Drive, at the common corner of Lots Nos. 13 and 14 on said Plan; thence with the line between said Lots, north 86° 21' east 364.10 feet to an iron stake; thence south 1° 46' west 279.7 feet to an iron stake in the dividing line between Lots Nos. 14 and 15; thence with the line between said Lots, south 85° 01' west 427 feet to an iron stake in the southerly margin of Stanford Drive; thence with the margin of the same, along a curve, northeasterly 325 feet to the point of beginning.
>
> "Being the same property conveyed to R. L. Danner and wife, Frances J. Danner, by deed from Louie M. Phillips and wife, Elizabeth Moore Phillips, as of record in Book 4301, page 844, Map Parcel No. FH12085, in the Register's Office for Davidson County, Tennessee."

now vested in the said Raymond Louis Danner be and the same is hereby divested out of the said Raymond Louis Danner, and the title to said property is hereby vested in Frances Juanita Lodge Danner in fee simple. The said Raymond Louis Danner will pay the 1974 taxes due on said property.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest of the said Raymond Louis Danner in the household furnishings, appliances, and personal

effects now contained in and located in said home on Stanford Drive as above described now vested in the said Raymond Louis Danner, is hereby divested out of the said Raymond Louis Danner, and the absolute title to all of said personal property is hereby decreed to and vested in Frances Juanita Lodge Danner.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest in and to the Cadillac automobile now in the possession of Frances Juanita Lodge Danner, and which is now being used by her as her personal automobile, now vested in the said Raymond Louis Danner, is hereby divested out of the said Raymond Louis Danner, and the title to same vested in the said Frances Juanita Lodge Danner. The said Raymond Louis Danner is hereby directed to execute all papers, documents and certificates necessary to transfer the title to said Cadillac automobile to Mrs. Danner as her sole and separate property, free and unencumbered.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest in and to a certain parcel or lot of land located in the County of Richland, state of South Carolina, near the city of Columbia, upon which there is now being operated a Shoney's Big Boy restaurant by lessees, Tommy Woodrum and wife, Barbara Lee Woodrum, and more particularly described as follows:

> "All that certain piece, parcel or lot of land situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being a portion of the lot of land shown as Lot No. 4 on a plat of property surveyed for The Columbia Company by B. P. Barber & Associates, Engineers, dated July 15, 1964, recorded in the office of the Clerk of Court for Richland County in Plat Book 24 at page 246, and having the following boundaries and measurements, to wit: Bounded on the West by the right of way of Beltline Boulevard and measuring thereon two hundred forty-nine and 97/100 (249.97') feet; bounded on the North by property now or formerly

"of Townsend M. Belser and measuring thereon two hundred (200') feet; bounded on the East by a portion of Lot No. 1 shown on the aforesaid plat and measuring thereon two hundred forty-nine (249') feet, more or less; and bounded on the South by another portion of Lot No. 4 shown on the aforesaid plat and measuring thereon two hundred ten and 6/10 (210.6') feet.

"This being a portion of the property heretofore conveyed to the Grantor herein by deed of Dunbar Funeral Home dated February 22, 1967, recorded in the office of the Clerk of Court for Richland County in Deed Book D-66 at page 247.

"This conveyance is made subject to easements of record.

"This being the same property heretofore conveyed to Shoney's Big Boy Restaurant No. 3, Inc., a Tennessee corporation, by deed of W. T. Cassals, Jr., dated September 1, 1967, recorded in the Office of the Clerk of Court for Richland County, South Carolina, in Deed Book 83, at page 131.

"And this further being the same property conveyed to Raymond L. Danner by deed from Shoney's Big Boy Restaurant No. 3, Inc., a Tennessee corporation, and recorded in the Office of the Clerk of Court for Richland County, in Deed Book 140, at page 421."

now vested in the said Raymond L. Danner, is hereby divested out of the said Raymond L. Danner, and the title to said real estate is hereby decreed to and vested in Frances Juanita Lodge Danner in fee simple, clear and unencumbered.

It is further ORDERED, ADJUDGED and DECREED that all of the interest, rights and title to a certain lease of the above described property, dated July 26, 1967, between Shoney's Big Boy Restaurant No. 3, Inc., as lessor, and Tommy Woodrum and wife, Barbara Lee Woodrum, as lessees, which lease is likewise properly recorded in Richland County, state of South Carolina, and which passed to and was assigned by Raymond L. Danner when the property was conveyed to Mr. Danner, is divested out of Raymond L. Danner, and all rights and interest of said Raymond L. Danner thereto is hereby assigned to and decreed to Frances Juanita Lodge Danner. In the event the present lessees do not elect to exercise the options to renew said lease, according to its terms and conditions, then the same shall be exercised by the cross-defendant, or his assignee.

The said Raymond Louis Danner is hereby directed to have prepared and to sign and execute all papers, documents or

assignments necessary to forthwith assign all of the rights which he has under said lease to the said Frances Juanita Lodge Danner, to the end that the said Frances Juanita Lodge Danner will hereinafter receive all the rents and income from this, the existing, or any successive leases of said property.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of the right, title and interest in and to the following tax exempt, municipal bonds heretofore owned by the parties, and now in the possession of the said Raymond Louis Danner, and more particularly described as follows:

Bond Description	Annual Interest Rate	Par Value
Milan Industrial Development Board-Bldg. Revenue (ITT Kellogg (6/1/77)	4%	$ 25,000.00
Montgomery County General Improvement (11/1/86)	4.8%	40,000.00
Nashville Industrial Development Board-Genesco (1/1/92)	5.5%	50,000.00
Sumner County Industrial Building Revenue (8/1/89)	5.7%	50,000.00
Opelika Ala. Industrial Development Board-1st Mtg. Ind. Revenue (3/1/93)	5.75%	200,000.00
New Madrid, Mo. Industrial Revenue-Noranda Aluminum Facility (11/1/93)	5.90%	200,000.00
Butler County, Pa. Industrial Development Revenue-Series A (12/1/93)	5.50%	100,000.00
Franklin Industrial Revenue-Series A-White Consolidated (11/1/92)	6.00%	100,000.00
Lexington School Bond Series 1972 - Mature 6/1/93	6.00%	100,000.00
Lexington School Bond Series 1972 - Mature 6/1/94	6.00%	105,000.00
Red Boiling Springs Industrial Development Board Building Revenue - Hayes (6/1/81)	6.00%	10,000.00

Red Boiling Springs Industrial Development Board Building Revenue - Hayes (6/1/82)	6.00%	20,000.00
Total Par Value		$ 1,000,000.00

now vested in the said Raymond Louis Danner be and the same is hereby divested out of the said Raymond Louis Danner, and the full and complete title to the same is hereby decreed to and vested in Frances Juanita Lodge Danner.

The said Raymond Louis Danner is hereby directed to forthwith execute all papers, affidavits, assignments, transfers, or other legal documents necessary to fully transfer the ownership of the above listed municipal bonds to the said Frances Juanita Lodge Danner, and to deliver the physical possession of the same to the said Frances Juanita Lodge Danner.

As a full, final and complete settlement of all of the rights and entitlements of the said Frances Juanita Lodge Danner in the marital estate of the parties, and in further, full and complete settlement of any claim of any kind which the said Frances Juanita Lodge Danner may or could have against the said Raymond Louis Danner by virtue of their marriage, and in full and complete settlement of all alimony, maintenance, and property rights between the parties, it is further ORDERED, ADJUDGED and DECREED by the Court that the said Raymond Louis Danner pay to the said Frances Juanita Lodge Danner the sum of $200,000.00, payable at the rate of $20,000.00, on or before February 7, 1975, to be followed by the payments of $20,000.00 each on or before January 7, 1976, January 7, 1977, January 7, 1978, January 7, 1979, January 7, 1980, January 7, 1981, January 7, 1982, January 7, 1983, and January 7, 1984.

It is further ORDERED, ADJUDGED and DECREED BY the Court that the said Raymond Louis Danner pay to A. B. Neil, Jr., Esquire,

the sum of $75,000.00 as attorney fee for professional services rendered the said Frances Juanita Lodge Danner in this cause, and that said sum is to be paid as follows: $25,000.00 upon the filing of this decree, and a like sum of $25,000.00 on February 5, 1976, and a like sum of $25,000.00 on February 5, 1977.

It is further ORDERED, ADJUDGED and DECREED by the Court that all property, real, personal, mixed or otherwise, including notes, accounts, or mortgages, not specifically awarded to Frances Juanita Lodge Danner in this decree, which the parties or either or both, jointly own with the exception of stocks now owned in the sole name of the said Frances Juanita Lodge Danner, shall become the sole and separate property of the defendant, Raymond Louis Danner, and the said Frances Juanita Lodge Danner will execute any and all documents to fully effectuate this purpose.

It is further ORDERED, ADJUDGED and DECREED that the said Frances Juanita Lodge Danner and Raymond Louis Danner, hereinafter have no rights against one another arising out of the marital relationship, including, but not limited to, homestead, dower, curtesy, inheritance, descent, distribution, alimony, rights of election against the other's will, and all other rights arising out of the marital relationship, except such rights as are expressly given in this decree.

The said Raymond Louis Danner will pay the costs of this cause, and execution may issue to enforce any provisions of this decree.

APPROVED FOR ENTRY:

Frances Juanita Lodge Danner, Cross-Plaintiff

A. B. Neil, Jr., Attorney for Mrs. Danner

Raymond Louis Danner, Cross-Defendant

Jack Norman, Sr., Attorney for Mr. Danner

RECORDER'S MEMO
Legibility of Writing, Typing or Printing Unsatisfactory When Received.

I hereby certify that this is a true copy of original instrument filed in my office this 3 day of Feb 1975
GEORGE L. ROOKER Clerk
By Deputy Clerk

Entered this 1st day of February, 1975

J. WILLIAM RUTHERFORD, JUDGE

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IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

FIRST CIRCUIT COURT
M. B. 136A, Page 203

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* copy of minutes ~~transcript of the record~~ *and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Raymond Louis Danner *Plaintiff, and* Frances Juanita Lodge Danner *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* 13th *day of* February *in the year one thousand nine hundred and* Seventy-five *and in the* 198th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Ann Beneke *D. C.*