2-12-'79
37B/1189

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

Map 142-5-C
Par. 23

LAURA FRANCES POYNER :

vs. : No. 93439

JERRY BAXTER POYNER : BOOK 5408 PAGE 930

FINAL DECREE

This cause came on to be heard this 7th day of February, 1979 before the Honorable Steve North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon original bill for absolute divorce filed by Plaintiff, default judgment having been granted and after testimony of the Plaintiff and review of the custody and property agreement entered into by and between the parties, the Court was of the opinion that Plaintiff's grounds had been sustained, that is, that the parties have irreconcilable differences, and further, the Court was of the opinion that the Custody and Property Agreement entered into by and between the parties should be approved by the Court and made a part of this Final Decree. It is therefore

ORDERED, ADJUDGED and DECREED by the Court that LAURA FRANCES POYNER be and she is hereby granted an absolute divorce. It is further

ORDERED, ADJUDGED and DECREED by the Court that the Custody and Property Agreement entered into by and between the parties be and the same is hereby approved and made a part of this Final Decree which Agreement reads in words and figures as follows:

1. Wife shall have the full care, custody and control of the minor children of the parties.

2. Husband shall have visitation privileges at reasonable times and places.

3. Husband shall pay to wife the amount of $400.00 per month as child support.

4. All right, title and interest that the Defendant has or may have in a condominium owned by the parties shall be divested

out of him and vested in her to be hers absolutely. Wife shall assume all indebtedness and hold husband harmless for all mortgages and loans on said property.

5. Wife shall receive all right, title and interest to the household furniture, furnishings and fixtures of the parties.

6. Wife shall have all right, title and interest to the 1978 Pontiac and shall be responsible for paying the indebtedness thereon.

7. Husband shall have all right, title and interest to the 1977 Buick automobile and shall be responsible for paying all indebtedness thereon.

8. All right, title and interest that the Defendant has or may have in a savings account owned by the parties shall be divested out of him and vested in her to be hers absolutely.

9. All right, title and interest that the Defendant has or may have in the stock with the Martin A. Hayes Company shall be divested out of him and vested in her to be hers absolutely.

10. Wife shall have all right, title and interest to a camper vehicle owned by the parties and husband shall pay all indebtedness thereon and hold wife harmless from any further debts or mortgages on said camper.

11. Husband shall pay the Court costs.

12. This agreement constitutes the entire understanding between the parties and both shall sign any papers or documents in order to carry out the intent of this agreement and transfer necessary properties.

/s/ Laura Frances Poyner 10-16-78
LAURA FRANCES POYNER DATE

/s/ Jerry B. Poyner 10-16-78
JERRY BAXTER POYNER DATE

The real property heretofore owned by the parties as tenants by the entirety and now owned by Laura Frances Poyner in her sole and separate name is described in words and figures as follows:

Unit No. V-403, together with the Carport designated No. V-403-C, in River Plantation, Section Four, A Condominium, a Horizontal Property Regime, located on Todd Preis Drive, Nashville, Davidson County, Tennessee, as shown on the plat of River Plantations, Section Four, Condominium Apartments, recorded in Book 4860, pages 17, 18 and 19, of the Register's Office for Davidson County, Tennessee, and described in a Master Deed, recorded in Book 4892, page 440, of the Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners, and tenants of River Plantation, Section Four, Condominium Apartments, contained in the Master Deed and the By-Laws appended thereto recorded in Book 4892, page 456, of the deed by reference and made a part hereof the same as though copied herein. Also incorporated in this instrument is the amended Master Deed of record in Book 4956, page 756.

This is improved property known as Unit No. V-403, 925 Todd Preis Drive, Nashville, Tennessee.

Said property being conveyed to Jerry B. Poyner and wife, Laura H. Poyner, by deed from Haury and Smith Contractors, Inc. of record in Book 5052, page 398 Register's Office of Davidson County, Tennessee.

ENTER this 12 day of February, 1979.

s/ Stephen North
JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing Final Decree to Jerry B. Poyner, Creekwood Apartments, # 114, Highway 70, Nashville, Tennessee 37221, this ____day of February, 1979.

JACK A. BUTLER

45[illegible] 08/23 8.00- CHECK

F. I. 9 8 6 3

BOOK 5408 PAGE 933

IDENTIF. REFERENCE

MAR 22 9 29 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Neal
Jack Butler
atty
1st Amer Centre
Nash. Tenn
37238.

Docket No. 93439 Minute Book 37B, page 1189

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~~ true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Laura Frances Poyner *Plaintiff, and* Jerry Baxter Poyner *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* 15th *day of* March *in the year one thousand nine hundred and* Seventy-Nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Candy Jennings, *D. C.*

Form #GR-117