9-27-79
113C/201.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

83-1
Par. 362 a.

JOYCE ELLEN BUCKNER)
)
)
VS.) NO. 94050
)
)
LOUIS ARLEN BUCKNER)

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FINAL DECREE

This cause came on to be heard on this the 17th day of September, 1979, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Plaintiff's Bill for Absolute Divorce, personal service on the Defendant, Pro Confesso being duly taken against the Defendant, testimony of Plaintiff in open Court, presentment of a Property Settlement Agreement, statement of Counsel, and upon the entire record in this cause, from all of which it appears to the Court that the parties have reached a point of irreconcilable differences, and that the Property Settlement Agreement between the parties is acceptable to the Court and that the Court is of the opinion that a divorce should be awarded to the Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be, and the same are hereby, forever and perpetually dissolved and for nothing held; that the Plaintiff be awarded an Absolute Divorce from the Defendant and is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement between the parties be, and the same is, hereby incorporated in this Decree, and made a part hereof, and is ratified and confirmed in all respects as fair and equitable between the parties. The said Property Settlement Agreement is as follows:

> WHEREAS, the parties are husband and wife, but domestic difficulties have arisen between them, and they desire to live separately and apart from each other, and may in the future be divorced; and
>
> WHEREAS, the parties desire amicably to adjust to all matters of support and property rights between them, as hereinafter set forth;
>
> NOW, THEREFORE, it is agreed by and between the parties as follows:

1. It is agreed that the parties shall live separately from and after the date of this Agreement, and will each be free from interference by the other.

2. The residence of the parties located at 1133 Granada Avenue shall become the sole and separate property of Wife and Husband agreed to execute the Deed conveying title to Wife.

3. The Lincoln Mark IV automobile presently in the possession of Wife shall become her sole and separate property and Husband agrees to execute the necessary conveyance of title to the vehicle.

The 1978 Pontiac Trans-Am presently in the possession of Husband shall become the sole and separate property of Husband and Wife agrees to execute the necessary conveyance of title to this vehicle.

4. Husband agrees to pay property taxes for 1978 and the property insurance for the year 1979 on the house at 1133 Granada Avenue.

5. The Wife shall have the absolute care, custody and control of the parties' minor children, with reasonable visitation privileges awarded to the Husband. Husband agrees that insofar as visitation privileges are concerned, he will give at least two hours notice of his intentions to visit with the children and will visit with them during reasonable hours.

6. Husband agrees to pay Wife the sum of $370.00 per month as child support until March 1, 1979. Thereafter, he agrees to pay $250.00 per month as child support.

7. Wife shall retain all household furniture and furnishings and her personal effects with the exception of the following items which will become the property of the Husband, along with his personal effect.

Polavision Camera and Screen
Movie Projector, film and Screen
Gallon whiskey bottle
Color portable television
Clock Radio
Chain saw, garden tiller, lawn mowers (all but one), tool box, Skilsaw power saw, axe, and sledge.
Juke Box
Small coppertone refrigerator and Mr. Coffee coffeemaker
All silver coins
Five record albums
Hot lather machine

8. Husband will pay the Court costs in the divorce cause pending.

9. The parties hereto acknowledge that the provisions in this Agreement are fair, adequate and satisfactory to them, and accept them in full and final settlement of all claims and demands herein, and Wife fully discharges Husband from all claims and demands, except as provided in this Agreement.

10. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any other reason not herein stated. The provisions in this Agreement and their legal effect have been fully explained to each of the parties and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

11. This Agreement shall be binding upon the parties, their heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date below written.

/S/ JOYCE BUCKNER

/S/ LOUIS A. BUCKNER

Said property which shall be awarded to Plaintiff in this Decree is described as follows:

BEING Lot No. 26 in the Plan of J. B. Hancock's East End Addition, as of record in Book 57, Page 133, Register's Office for said County.

Said Lot No. 26 fronts 50 feet on the North side of Granada Avenue, formerly Bailey Avenue, and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Louis A. Buckner and wife, Joyce Buckner, by Deed from Nina J. Goodlett, a widow, of record in Book 4771, Page 493, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED, AND DECREED that the Defendant will pay the costs of this cause for which execution may issue if necessary.

Enter this 27 day of September, 1979.

JUDGE

APPROVED FOR ENTRY:

ROBERT F. SPANN, ATTORNEY

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded a copy of the foregoing Final Decree to Mr. Louis A. Buckner, #Q-304, 860 Murfreesboro Road, Nashville, Tennessee, this 20th day of September, 1979.

ROBERT F. SPANN

1095 12/11 12.00- CASH

F 67594

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IDENTIF. REFERENCE

DEC 11 12 00 PM '79

FELIX Z. [illegible]SON II REGISTER
DAVIDSON COUNTY, TENN.

204 mail & Recd

Mail To

Joyce Buckner
1133 Granada Ave
Nashville Tennessee
37206

113C/2018

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* Joyce Ellen Buckner *Plaintiff, and* Louis Arlen Buckner *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* 11th. *day of* December *in the year one thousand nine hundred and* Seventy-Nine *and in the* 204th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Buttrey, *D. C.*

Form #GR-117