2-23-81
120B/954

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 5725 PAGE 934

Map 150-05
Par 95
Map 124
Par 50 Id

KATHY MANSFIELD GARNER :

:

vs. : No. 80D-3563

:

WILLIAM MICHAEL GARNER :

. . . . . .

FINAL DECREE

This cause came on to be heard this 20th day of January, 1981 before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon original complaint for absolute divorce filed by Kathy Mansfield Garner, the filing of the Custody and Property Agreement, and after testimony of the Complainant, the Court was of the opinion that the allegations in the original complaint had been fully 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 and made a part of this Final Decree. It is therefore

ORDERED, ADJUDGED and DECREED by the Court that Complainant 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 should be approved and made a part of this Final Decree, which agreement reads in words and figures as follows:

1. The house and lot owned by the parties at 425 Owendale Drive, Antioch, Tennessee is to be maintained by William Michael Garner. Upon the payment of $7,500.00, Kathy Mansfield Garner will quit claim all of her interest in the property to William Michael Garner or the property shall be conveyed at the time of the Decree. This amount is to be paid on or before the final Order and is arrived at as follows:

Kathy Mansfield Garner is to receive a portion of the equity in the house and lot in the amount of $12,500.00. From this amount, $2,000.00 will be substracted which represents William Michael Garner's interest in the lot on Granny Wright Lane and $3,000.00 will be [illegible] which represents a repayment to Mrs. Billie Bowring by

Kathy Garner of her one-half of the loan made to both parties when the above referenced house and lot was initially purchased. Defendant will thereafter hold Plaintiff harmless on any payment owned to his mother, Mrs. Billie Bowning, by Plaintiff.

2. William Michael Garner will quitclaim his interest in the undeveloped lot on Percy Priest Lake owned by the parties to Kathy Mansfield Garner.

3. William Michael Garner is to have the following personal property:

a) 1977 El Camino
b) 1957 Chevrolet
c) Savings account at Third National Bank
d) Sole ownership of the Pioneer Mutual Fund Account
e) Household furnishings as agreed upon between the parties including but not limited to stereo and cabinet bedroom furniture, den furniture, movie camera and projector, lawn and gardening equipment, personal clothing, tools and guns.

4. Kathy Mansfield Garner is to have the following personal property:

a) 1977 Toyota
b) Savings account at Teacher's Credit Union
c) Sole ownership fo the tax shelter annuity purchased through payroll deduction
d) Household furnishings as agreed upon between the parties including but not limited to living room furniture, dining room furniture, 35mm camera and equipment, washer and dryer, vacuum cleaner, personal clothing and jewelry, son Matthew Mansfield Garner's personal property and furniture
e) 20 silver dollars

5. Kathy Mansfield Garner is to have custody of the parties minor child, Matthew Mansfield Garner. William Michael Garner's visitation rights will be as follows: Every Sunday from 8:00 a.m. to 8:00 p.m. will be spent with William Michael Garner. Additionally, William Michael Garner will be entitled to one other day during each week with advance notice to Kathy Mansfield Garner. When Matthew Mansfield Garner is older, William Michael Garner may have overnight visitation as well as the right to have his minor son, Matthew Mansfield Garner, during teh summer time for at least one week when said William Michael Garner has vacation time. On special occasions (family reunions, birthdays, etc.) Kathy Mansfield Garner with advance notification to William Michael Garner can substitute one weekday for the Sunday visit and William Michael Garner with advance notification to Kathy Mansfield Garner can have additional visitation days. Holidays

will be divided equally as agreed between the parties. William Michael Garner will pay the sum of $100.00 per month as child support for Matthew Mansfield Garner.

This constitutes the entire agreement entered into between the parties; all property being provided for herein. Witness our hands this 23rd day of December, 1980.

s/s Kathy Mansfield Garner
KATHY MANSFIELD GARNER

s/s William M. Garner
WILLIAM MICHAEL GARNER

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, a notary public in and for said county and state, the within named Kathy Mansfield Garner, who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this 23 day of Dec., 19 80.

Karl S. Hamilton
NOTARY PUBLIC

My Commission Expires: My Commission Expires JULY 21, 1984

STATE OF

COUNTY OF

Personally appeared before me, a notary public in and for said county and state, the within named William Michael Garner who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this 23 day of Dec., 19 80.

Karl S. Hamilton
NOTARY PUBLIC

My Commission Expires: My Commission Expires JULY 21, 1984

The property described in paragraph one of the agreement now vested in Defendant to be his absolutely is described in words and figures as follows:

> Being Lot No. 334 on the Plan of Cherry Hills Subdivision Section III, as of record in Book 4175, page 59, Register's Office, to which plan reference is here made for a more complete description.
>
> Being the same property conveyed to William M. Garner and wife, Kathy M. Garner by deed from Joseph Bradley Street, a single person, as of record in Book 4800 Page 270 Register's Office for said County.

The property described in paragraph two which is now vested in Kathy Mansfield Garner to be hers absolutely is described in words and figures as follows:

124-50

> LAND in the 2nd Civil District of Davidson County, Tennessee, being Lot # 63 on the plan of Bridle Path Subdivision, Section One, of record in Book 5200 Pages 228 and 229, Register's Office of Davidson County, Tennessee, to which plan reference is here made for a more complete description.
>
> BEING part of the same property conveyed to William M. Garner and wife, Kathy M. Garner, by deed from C. E. Hooper and wife, Peggy K. Hooper of record in Book 5619, page 225, Register's Office for Davidson County, Tennessee.

It is further, ORDERED, ADJUDGED and DECREED by the Court that Plaintiff, by agreement, will pay the costs of this cause.

ENTER this 23 day of February, 1981.

/s/ Benson Trimble
JUDGE

APPROVED FOR ENTRY:

/s/ Jack A. Butler
JACK A. BUTLER
Attorney for Plaintiff

/s/ Joe P. Binkley, Jr.
JOE P. BINKLEY, JR.
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have mailed an exact copy of the foregoing Final Decree to Joe P. Binkley, Jr., Attorney, Suite 1601, Parkway Towers, Nashville, Tennessee this 20 day of January, 1981.

Jack A. Butler
JACK A. BUTLER

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IDENTIFICATION REFERENCE

MAR 27 8 41 AM '81

FEE $ ____ DON D. REGISTER
DAVIDSON COUNTY, TENN.

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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* True Copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Kathy Mansfield Garner *Plaintiff, and* William Michael Garner *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* 25th *day of* March *in the year one thousand nine hundred and* Eighty-One *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Hutchison, *D. C.*

Form #GR-117