PF

224/1491

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DR. WINSTON HENRY GRINER
3129 Kennebeck Place
Antioch, Tennessee 37013,

Husband/Plaintiff,

v.

DR. ENID KAREN STONE-GRINER
3401 North Macgregor
Houston, Harris County,
Texas 77004

No. 93D-573

BOOK 9834 PG 861

FINAL DECREE OF DIVORCE

The above cause came on for hearing on the 18th day of October, 1993, before the Honorable Robert F. Spann, Special Judge, upon the entire record, and to declare and decree an equitable division of marital property and debts. Upon consideration of the record, including but not limited to, the default judgment heretofore entered in favor of plaintiff, and statements of counsel, plaintiff and witnesses, the Court is of opinion that a final decree of divorce should be granted and marital property disposed of as follows:

IT IS ORDERED, ADJUDGED AND DECREED that the Complaint For Divorce is amended to reflect that Dr. Winston Henry Griner presently resides at 3129 Kennebeck Place, Antioch, Tennessee 37013; Wife was born during March 1962; and Husband is not ("no") a member of the Armed Services.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties for a continuous period of two (2) or more years have lived in separate residences and not cohabitated as man and wife during such period and there being no minor children of the parties the bonds of matrimony heretofore existing between Dr. Winston Henry Griner and Dr. Enid Karen Stone-Griner be and the same are hereby absolutely and perpetually dissolved pursuant to Tennessee Code Annotated, Section 36-4-101 (12) and the parties are restored to all rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall receive all right, title and interest in and to those items of household furniture and furnishings, jewelry and paintings now in his or her possession and any and all

interest of the other spouse therein is hereby divested and conveyed to the spouse in possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall retain his or her own separate bank accounts, mutual or market funds, stocks, certificates of deposit, pension and retirement funds, and other assets which are titled in his or her individual name and any and all interest of the other spouse therein is hereby divested and conveyed to the spouse in possession. Specifically, Husband retains the following accounts with any interest Wife may have therein being and the same are hereby divested and conveyed to Husband:

	INSTITUTION	LOCATION	ACCOUNT NO.
1.	Merrill Lynch	Nashville, TN	57636293
2.	Merrill Lynch	Nashville, TN	57634953
3.	First American National Bank	Nashville, TN	1000507463
4.	NationsBank	Nashville, TN	0111113737
5.	Third National Bank	Nashville, TN	980648403
6.	Citizens Bank	Nashville, TN	61504-8
7.	Meharry Credit Union	Nashville, TN	878270
8.	Merrill Lynch	Nashville, TN	576-47372

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall retain all right, title and interest in any patents, processes and/or any publications titled, filed or registered in his or her individual name and any and all interest of the other spouse therein is hereby divested and conveyed to spouse in possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of Wife in and to the following described real property be and the same is hereby divested out of her and vested and conveyed to Husband and Husband shall have all right, title and interest in and to any property in Tennessee in which either or both parties may have an interest, including but not limited to property at 1817 Jefferson Street, Nashville, Tennessee 37208, more

92-3-234

specifically described as:

Land in Davidson County, Tennessee, being part of Lot No. 4 on the plan of the Harding Lytle Tract, as of record in Book 21, page 102, Register's Office for Davidson County, Tennessee.

Beginning at a point in the southerly margin of Jefferson Street, said point being 412 feet, more or less, east of the easterly margin of 21st Avenue North; thence South 181 feet to the northerly margin of an alley; thence with said alley eastwardly 50 feet to a point; thence north 181 feet to the southerly margin of Jefferson Street; thence westwardly 50 feet to the beginning.

Being the same property conveyed to Winston H. Griner et ux, recorded in Book 5733, page 417, Register's Office, Davidson County.

Being the same property conveyed to Ben Close and Don Harris, by deed from Robert J. Padgett, unmarried, of record in Book 5560, page 300, Register's Office for Davidson County, Tennessee.

1800 Charlotte Street, Nashville, Tennessee 37203, more specifically described as: 92-12-18

Land within Metropolitan Nashville, Davidson County, Tennessee and being portions of Lots 24, 25, 26 and 27 of Bostick's Plan, as of record in Book 21, page 46, Register's Office for Davidson County, Tennessee and Lot 1 of the power property, as of record in Book 421, page 65, Register's Office for Davidson County, Tennessee, and part of Alley Numbers 616 and 616 1/2 (615), as closed by ordinance 61-234 and ordinance 75-1188 and being bounded on the south by Charlotte Avenue; on the west and north by Greene Double Cola Bottling Company; on the east by 18th Avenue North (D.B. Todd Boulevard); and being more particularly described as follows: Beginning at an iron pin in the north right-of-way line of Charlotte Avenue, said point being the terminus of the west right-of-way return of 18th Avenue North;

Thence, with the north right-of-way line of Charlotte Avenue, on a curve to the right, the radius of which is 1100.28 feet, the central angle of which is 10 deg. 31 min. 01 sec., the chord of which is south 68 deg. 35 min. 31 sec. west, 201.68 feet, along the curve distance of 201.96 feet to an iron pin corner common with Greene Double Cola Bottling Company;

Thence with Greene Double Cola Bottling Company, north 15 deg. 02 min 23 sec. west, 172.50 feet to an iron pin corner in the center of alley No. 616;

Thence with the center line of Alley No. 616,

north 74 deg. 08 min. 21 sec. east, 74.20 feet to an iron pin at the intersection of the center lines of alley No. 616 and alley No. 616 1/2 (615); thence with the center line of Alley No. 616 1/2 (615), north 25 deg. 37 min. 59 sec. west, 26.61 feet to an iron pin corner opposite the northwest corner of Lot 1, power property;

Thence across alley and with the north line of Lot 1, power property, north 65 deg. 15 min. 15 sec. east, 101.99 feet to an iron pin corner, the northeast corner of Lot 1, power property, a corner common with Greene Double Bottling Company in the west right-of-way line of 18th Avenue North;

Thence with the west right-of-way line of 18th Avenue north, South 29 deg. 39 min. 12 sec. east, 177.50 feet to an iron pin;

Thence on a curve to the right, radius of which is 18.50 feet, the central angle of which is 92 deg. 59 min. 12 sec., the chord of which is south 16 deg. 50 min 21 sec. west, 26.83 feet, along the curve distance of 30.02 feet to the point of beginning.

Containing 0.84 acres, more or less.

Being the same property conveyed to Witt MDPC, a Tennessee professional corporation by deed from James J. Reese, Walter S. Reese, Sr., Robert C. Reese, C.H. Reese & Sons, Inc., a Tennessee corporation and Bobby Reese, Inc., a Ternessee corporation, of record in Book 6588, page 136, Register's Office for Davidson County, Tennessee.

2303 Alameda A & B, Nashville, Tennessee 37208, more specifically described as: 92-3-125

Being Lot No. 2 on the Plan of a Resubdivision of the westerly part of Lot No. 2 of the Harding Lytle Tract, as of record in Book 974, page 52, Register's Office for said County.

Said Lot No. 2 fronts 50 feet on the southerly side of Alameda Street, and runs back 162.6 feet on the easterly line and 163.1 feet on the westerly line, to an alley in the rear, measuring 50 feet thereon.

Being the same property conveyed to Winston H. Griner by Installment Deed recorded in Book 5434, page 199, Register's Office, Davidson County.

Being the same property conveyed to Sara S. Robin by deed from Arthur C. Clark and wife, Dorothy Chatman Clark, of record in Book 4231, page 339, Register's Office for Davidson County, Tennessee.

2001 Charlotte, Suite 202, Nashville, Tennessee 37203, more specifically described as:

92-11-0-B-1

BEING Unit "D" of Arena Place Condominiums, a Horizontal Property Regime established pursuant to the provisions of the Tennessee Horizontal Property Act (Tennessee Code Annotated Secs. 66-27-101 through 66-27-123) and provisions of the Master Deed for Arena Place Condominiums, of record in Book 6520, page 671, as amended in Book 6802, page 697, Register's Office for Davidson County, Tennessee, including without limitation the Bylaws of record in Book 6520, page 694, said Register's Office, corrected by a Certificate of Correction and Affidavit recorded in Book 6522, page 940, said Register's Office, to which Master Deed reference is here made for a more complete and accurate description of said unit.

Being part of the same property conveyed to Arena Place Developers, of record in Book 6310, page 202, Book 6346, page 690, Book 6357, page 919, and Book 6387, page 536, Register's Office for Davidson County, Tennessee.

This is improved property known as 202 Arena Place, 2001 Charlotte Avenue, Nashville, Tennessee.

3320 Oak Timber Drive, Antioch, Tennessee 37013, more specifically described as: 150-10-187

Located in Antioch, County of Davidson, State of Tennessee, to-wit:

Described property in Davidson County, Tennessee, being Lot No. 77, Lake Towne Park, Section II of record in Book 6900, Page 111, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Grantor by deed from First Financial Title Agency of Tennessee, Substitute Trustee, Dated March 1, 1993, of record in Book 8905, Page 685, in the Register's Office of Davidson County, Tennessee.

832 Stoner Mill Lane, Hermitage, Tennessee 37076, more specifically described as: 76-9-9

Located in Hermitage, County of Davidson, State of Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 26, on the Plan of Stoner Mill Subdivision, as of record in Plat Book 6900, Page 904, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Grantor by deed from Southtrust Mortgage Corporation,

dated June 29, 1993, of record in Book 8996, Page 881, in the Register's Office of Davidson County, Tennessee.

and 3129 Kennebeck Place, Antioch, Tennessee 37013, more specifically described as: 51-1-0-A-152

Located in Antioch, County of Davidson, State of Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 152 on the plan of Chatham Pointe, as of record in Book 6900, Pages 444-447, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Grantor by deed from Arnold M. Weiss, Substitute Trustee, dated April 20, 1993, of record in Book 8920, Page 719, in the Register's Office of Davidson County, Tennessee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall assume the outstanding indebtedness owed on any of the aforestated or any Tennessee real property and shall indemnify and hold Wife harmless from repayment thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of Husband in and to the following real estate be and the same is hereby divested out of him and vested solely in Wife and Wife shall have all right, title and interest in and to any property in Texas in which either or both parties may have an interest, including but not limited to property existing at 3401 North McGregor, Houston, Texas, 5511 Austin, Houston, Texas and an apartment complex in Houston, Harris County, Tennessee.

IT FURTHER IS ORDERED, ADJUDGED AND DECREED that Wife shall be solely and absolutely responsible for any indebtedness owing on any of the aforestated or any Texas real property and shall indemnify and hold Husband harmless from repayment thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall have as his sole and separate property his medical practice and related businesses or enterprises currently established or existing in the State of Tennessee and/or

wherever he may hereafter establish, including but not limited to The Pain Center, CORF, Family Care D. M. E., Comp. Pain Relief Center and Dubrow & Associates, office buildings and office spaces, medical equipment, and indebtedness and other related business interests, accounts receivable, receipts and property, First American accounts 1000302752, 1000301164, 1000314410 and 1000297579, Merrill Lynch accounts 576-07707 and 576-07840, NationsBank accounts 106877598 and 111456005 and Third National Bank accounts 1004352 and 6858198 and any interest of Wife therein be and the same is hereby divested out of her and vested solely in Husband.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall indemnify and hold Wife harmless from repayment of any outstanding debts related to or associated with Husband's medical practice, including but not limited to Third National Bank Loan 2797772422, Small Business Administration loan XGP2779143008 and a loan from John H. Griner, Sr., in the approximate sum of $253,952.98.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Wife shall have as her sole and separate property her medical practice and her related businesses or enterprises in the State of Texas, including but not limited to office buildings, office spaces, medical equipment, office equipment, and indebtednesses and other related business interests, accounts receivable, receipts and property and any interest of Husband therein be and the same is hereby divested out of him and vested solely in Wife.

IT FURTHER IS ORDERED, ADJUDGED AND DECREED that Wife shall indemnify and hold Husband harmless from repayment of any outstanding debts related to or associated with Wife's medical practice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of Husband in and to an antique Model T Ford automobile and a Mazarati automobile is hereby divested out of him and vested in Wife, and she shall be

responsible for any outstanding indebtedness owing thereon, and she shall indemnify and hold the Husband harmless from repayment thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest of Wife in and to the 1982 Chrysler automobile in his name presently in possession of Husband be and the same is hereby divested out of her and vested in Husband, and he shall assume any outstanding indebtedness owed thereon and indemnify and hold the Wife harmless from repayment thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that other than any debt mentioned herein specifically each party shall be responsible for the payment of the outstanding debts in their respective names, and each shall hold the other party harmless from repayment thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Decree, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree is final as to all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their

marital relationship except as provided herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party has no right or claim to, including but not limited, to dower, curtesy, statutory allowance, pension or retirement benefits, homestead rights, right to take against the will of the other, alimony, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband shall pay the court costs of this cause.

ENTER THIS 13th **DAY OF** ~~OCTOBER, 1993~~ December

SPECIAL JUDGE

APPROVED FOR ENTRY:

WILLIAMS AND DINKINS

BY /s/ Tammy L. Kennedy

TAMMY L. KENNEDY
REG. NO. 014128
203 Second Avenue, North
Nashville, Tennessee 37201
(615) 244-3988

Attorneys for Husband/Plaintiff
Dr. Winston Henry Griner

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Final Decree Of Divorce was mailed to Dr. Enid Karen Stone-Griner, 3401 North Macgregor, Houston, Texas 77004, this the 19th day of October, 1993.

/s/ Tammy L. Kennedy

BOOK 9834 PG 870

STATE OF TENNESSEE

I, RICHARD R. 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 13 day of DECEMBER, 19 93, in the Case Number 930573 between GREINER, WINSTON HENRY Plaintiff, and GREINER-STONE, ENID KAREN Defendant, as same remains of record in Book 2248, Page 1437 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 23 day of OCTOBER in the year one thousand nine hundred and ninety-five and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk

By D. Claxton
Deputy Clerk

SEAL

95 OCT 23 AM 9:46
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

9541 10/23 0101 03CHECK 40.00

0114763
IDENTIF. A REFERENCE