

6. Plaintiff and Defendant entered into a Separation Agreement on February 15, 1996, and Plaintiff desires to have said Separation Agreement incorporated herein and made enforceable as a part of this Judgment.

7. Plaintiff desires that Darl L. Fowler, attorney of record in this action, be permitted to withdraw from further representation of the Plaintiff upon the entry of this Judgment for absolute divorce.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact the Court concludes as a matter of law that:

1. The Court has jurisdiction of the parties and subject matter of this action and the Plaintiff is entitled to an absolute divorce from the Defendant under the provisions of North Carolina General Statute §50-6.

2. Plaintiff is entitled to have the Separation Agreement, a copy of which has been filed with the Complaint in this action, incorporated in and be enforceable as part of this Judgment.

3. Darl L. Fowler should be permitted to withdraw as counsel of record for the Plaintiff in this action upon the entry of this Judgment for absolute divorce.

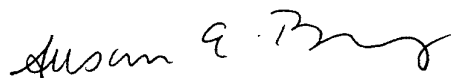
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, William Henry Dyer, be and hereby is granted an absolute divorce from the Defendant, Joy Hedgecock Dyer, and the marriage heretofore existing between the Plaintiff and Defendant be and the same is hereby wholly dissolved.

IT IS FURTHER ORDERED that the Separation Agreement entered into by the Plaintiff and Defendant on February 15, 1996, a copy of which has been attached to the Complaint in this action, be and the same is hereby incorporated herein by reference as if fully set out and the provisions of same shall be enforceable as a part of this Judgment.

IT IS FURTHER ORDERED that Darl L. Fowler, attorney of record for the Plaintiff, shall be and is hereby permitted to withdraw from further representation of the Plaintiff in this action.

IT IS FURTHER ORDERED that the costs of this action will be taxed to the Plaintiff.

This the 13 day of January, 1997.



District Court Judge

STATE OF NORTH CAROLINA

GUILFORD County

File No. 96 CVD 10922

Film No.

In The General Court Of Justice
[X] District [] Superior Court Division

Plaintiff's Name

WILLIAM HENRY DYER

Address

5516 CASCADE ROAD, LOT 173

City, State, Zip

GREENSBORO, NC 27406

RECEIVED

V E R S U S FROM SHERIFF

Defendant

JOY HEDGECKOCK DYER

DEC 11 1996

CIVIL SUMMONS

* [] Alias and Pluries Summons

The summons originally issued against you was returned not served.

Date Last Summons Issued

* Disregard this section unless the block is checked

Service Information for First Defendant

TO: Joy Hedgecock Dyer
7707 Newsome Court
Brown Summit, NC 27214

656-3618

3

Service Information for Second Defendant

TO:

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or the attorney listed below within thirty (30) days after you have been served. You may serve your answer by delivering or mailing a copy to the plaintiff at the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint the plaintiff will apply to the court for the relief demanded in the complaint.

176691

Name and Address of Plaintiff's Attorney
If none, Address of Plaintiff

Darl L. Fowler
430 West Friendly Ave., Suite 303
Greensboro, NC 27401
(910) 274-1168

Date Issued

11-21-96

Time Issued

12:10

[] AM [X] PM

Signature

Amanda J. Locklear

[X] Deputy CSC [] Assistant CSC [] Clerk Of Superior Court

[] ENDORSEMENT

This summons was originally issued on the date indicated above and was returned not served. At the request of the plaintiff, the time within which this summons must be served is extended thirty (30) days.

Date of Endorsement

Time Issued

[] AM [] PM

Signature

[] Deputy CSC [] Assistant CSC [] Clerk Of Superior Court

AP 11/17/96

RETURN OF SERVICE

I certify that this summons and a copy of the complaint were received and served as follows:

Defendant 1

Date Served
12-20-96 / 2052

Name of Defendant
Joy Hedgecock Poyer

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name and address of person with whom copies left (if corporation, give title of person copies left with)

7707 Newsome Court

- Other manner of service (specify)
- Defendant WAS NOT served for the following reason.

Defendant 2

Date Served

Name of Defendant

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name and address of person with whom copies left (if corporation, give title of person copies left with)

- Other manner of service (specify)
- Defendant WAS NOT served for the following reason.

Service Fee Paid \$	Date Received 11-21-96	Name of Sheriff
By	Date of Return 12-10-96	County
		Deputy Sheriff Making Return W. L. [Signature]

NORTH CAROLINA

GUILFORD COUNTY

MODIFICATION OF
CHILD VISITATION AGREEMENT

This agreement made and entered into this the 1st day of August, 1996, between JOY HEDGECOCK DYER, hereinafter referred to as "Wife," and WILLIAM HENRY DYER, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, the parties entered into a Separation Agreement and Property Settlement, dated February 15, 1996; and

WHEREAS, said Separation Agreement and Property Settlement included custody and visitation arrangements with ARIZONA VICTORIA SHEA DYER, born to the parties on September 24, 1994; and

WHEREAS, the parties desire to modify said visitation.

NOW, THEREFORE, to that end, and for an in consideration of the mutual covenants and agreements hereinafter set forth, Husband and Wife mutually covenant and agree as follows:

1. Paragraph Number Three (#3) of the Separation Agreement and Property Settlement, dated February 15, 1996 shall be amended to read as follows:

3. The best interests and welfare of the minor child born of the parties' marriage will be best served by the following:

A. Custody, control and tuition of ARIZONA VICTORIA SHEA DYER, born September 24, 1994, shall be vested jointly in both Husband and Wife.

B. ~~Majority physical custody shall be vested in Husband and secondary physical custody shall be vested in Wife.~~

C. There shall be unlimited visitation privileges in that the child shall be allowed to visit with the Wife at any time and spend nights with the Wife unless it will interfere with the child's health, or any planned activity that the Husband has previously arranged. The Wife shall make her visitation arrangements when she intends to pick the child up and return her home to the Husband.

D. Each of the parties shall be under an affirmative obligation to maintain a suitable and proper environment for the minor child at such time as the child is in the physical custody of

such party, and at such times neither party shall have, or be, overnight guests of the opposite sex unless related to such guests by blood or marriage.

E. The parties shall consult with each other with respect to the education, religious training, welfare, and all other matters relating to the minor child, whose well-being and development shall at all times be a paramount consideration to the parties. If either of the parties shall have knowledge of any illness, accident or other matter seriously affecting the well-being of the minor child such party shall promptly notify the other party.

F. Each party hereto shall be entitled to complete, detailed information from any physician, dentist, or medical or dental consultant or specialist attending the minor child for any reason whatsoever and to be furnished with copies of any reports given by the latter, or any of them, to the other party.

G. Each of the parties shall take all measures deemed advisable to foster a feeling of affection between the minor child and the other party, and neither party shall do or say anything which would be likely to estrange the minor child from the other party.

H. Each party shall be entitled to complete, detailed information from any teacher, school, or sitter giving instruction or providing care for the minor child and shall be furnished with copies of all reports given by such teacher, school or sitter to the other party.

All other items included in the Separation Agreement and Property Settlement dated February 15, 1996 remain in full force and effect.

IN TESTIMONY WHEREOF, the parties have set their had and seals to this Agreement in duplicate, one copy of which is retained by each of the parties the day and year first above written.


JOY HEDGECOCK DYER


WILLIAM HENRY DYER

NORTH CAROLINA

GUILFORD COUNTY

I, a Notary Public in and for the State and County above, do hereby certify that JOY HEDGECK DYER, did personally appear before me this day and acknowledged the due execution of the foregoing document.

This the 1st day of August, 1996

Jennifer R Murray
NOTARY PUBLIC

My Commission Expires:

June 20, 2000

JENNIFER R. MURRAY
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission Expires June 20, 2000

NORTH CAROLINA

GUILFORD COUNTY

I, a Notary Public in and for the State and County above, do hereby certify that WILLIAM HENRY DYER, did personally appear before me this day and acknowledged the due execution of the foregoing document.

This the 1st day of August, 1996.

Jennifer R Murray
NOTARY PUBLIC

My Commission Expires:

June 20, 2000

JENNIFER R. MURRAY
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission Expires June 20, 2000

NORTH CAROLINA
GUILFORD COUNTY

SEPARATION AGREEMENT
AND
PROPERTY SETTLEMENT

THIS AGREEMENT, made this the 15th day of February, 1996, between JOY HEDGECOCK DYER, hereinafter referred to as "Wife," and WILLIAM HENRY DYER, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, the parties hereto have been and are now lawfully married, being married on July 15, 1994, in Guilford County, North Carolina; and

WHEREAS, in consequence of disputes and unhappy differences, the parties have separated and are now living separate and apart from each other, and since their separation have agreed to live separate and apart during the rest of their lives; and

WHEREAS, the parties desire to confirm their separation and make arrangements in connection therewith including the settlement of their property rights, and other rights and obligations growing out of the marriage relationship; and

WHEREAS, both parties stipulate and agree that they have carefully read and understand the terms and conditions of this Agreement, and deem them to be fair, just and equitable and in full and complete satisfaction of all claims, present or future, arising out of or in any manner related to their marriage;

NOW, THEREFORE, to that end, and for and in consideration of the mutual covenants and agreements hereinafter set forth, Husband and Wife mutually covenant and agree as follows:

1. SEPARATION. It is agreed that the parties hereto separated on the November 12, 1995, with the intent to live separate and apart from and after such date, and that from and after such date Husband and Wife have and shall continue to live separate and apart, each from the other, as fully and completely and in the same manner as if they had never been married; that they shall reside at such place or places as either of such parties may desire or deem fit; and that they may conduct, carry on, and engage in any employment, business, or trade that they may desire or deem fit, free from any control, restraint, or interference, direct or indirect, by the other party, in all respects as fully as if such parties were sole and unmarried.

2. ALIMONY. Each of the parties hereby irrevocably and forever waives any right whatsoever to claim or receive alimony, support, or maintenance for himself or herself from the other party.

3. The best interests and welfare of the minor child born of the parties' marriage will be best served by the following:

A. The custody, control and tuition of ARIZONA VICTORIA SHEA DYER, born September 24, 1994, shall be vested jointly in both Wife and Husband.

B. Majority physical custody shall be vested in Wife and secondary physical custody shall be vested in Husband.

C. There shall be unlimited visitation privileges in that the child shall be allowed to visit with the Husband at any time and spend nights with the Husband unless it will interfere with the child's health, or any planned activity that the Wife has previously arranged. The Husband shall make his visitation arrangements when he intends to pick the child up and return her home to the Wife.

D. Each of the parties shall be under an affirmative obligation to maintain a suitable and proper environment for the minor child at such time as the child are in the physical custody of such party, and at such times neither party shall have, or be, overnight guests of the opposite sex unless related to such guests by blood or marriage.

E. The parties shall consult with each other with respect to the education, religious training, welfare, and all other matters relating to the minor child, whose well-being and development shall at all times be of paramount consideration to the parties. If either of the parties shall have knowledge of any illness, accident or other matter seriously affecting the well-being of either of the minor child, such party shall promptly notify the other party.

F. Each party hereto shall be entitled to complete, detailed information from any physician, dentist, or medical or dental consultant or specialist attending the minor child for any reason whatsoever and to be furnished with copies of any reports given by the latter, or any of them, to the other party.

G. Each of the parties shall take all measures deemed advisable to foster a feeling of affection between the minor child and the other party, and neither party shall do or say anything which would be likely to estrange the minor child from the other party.

H. Each party shall be entitled to complete, detailed information from any teacher, school, or sitter giving instruction to or providing care for the minor child and shall be furnished with copies of all reports given by such teacher, school or sitter to the other party.

I. The parties acknowledge that as the minor child gets older the visitation provisions may need adjustment due to her interests and activities.

4. CHILD SUPPORT. It is hereby agreed that the Husband will pay everything that ARIZONA needs for her growth and development, including diapers, clothing, milk, medical expenses; such as doctor appointments, hospitalization, medicine, dental expenses, eye glasses and orthodontic appliances. It is the intention of the parties that the Husband shall be responsible for ARIZONA's financial needs and the Wife agrees that this will be in lieu of child support as specified in the North Carolina Child Support Guidelines.

5. PERSONAL PROPERTY. The parties make the following disposition of settlement of their personal property. Each shall have and keep his or her own personal effects, such as clothing, jewelry, power tools, machinery and other personal items. It is further agreed that the parties have agreed between themselves upon the disposition of goods and personal property currently owned by them. Said personal property has been divided between the parties and there is no controversy surrounding said personal property. Each party shall retain as his or her sole and separate property all of the personalty of whatever kind in such party's possession and control, including, but not limited to, any securities, automobiles, chooses in action or any other form of personalty, whether tangible or intangible, registered, titled or otherwise standing in such party's sole name.

6. REAL PROPERTY. The parties hereto own no real property.

7. WAIVER OF ALL CLAIMS FOR EQUITABLE DISTRIBUTION OF PROPERTY. Except for such distribution in the manner provided for in this Agreement, each of the parties hereby irrevocably and forever waives any right whatsoever to a distribution of property owned by the parties, whether pursuant to North Carolina General Statute Section 50-20 or its equivalent, in this or any other jurisdiction.

8. ADDITIONAL INSTRUMENTS. Each of the parties shall from time to time at the request of the other, execute, acknowledge and deliver to the other party all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

9. MUTUAL RELEASE. Subject to the provisions of this Agreement, each party has released and discharged and by this Agreement does for himself, and his and her heirs, legal representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands whatsoever in law or in equity, including the right to administer the estate of the other, which either of the parties ever had or now has against the other or the estate of the other, arising from or existing because of said marriage, except any or all cause or causes of action for divorce, and specifically releasing any right, title or interest each may have in the property of the other by reason of survivorship.

12. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein.

13. SUBSEQUENT DIVORCE. In a subsequent divorce action, this Agreement shall not merge into the decree, but shall survive the same and be forever binding upon the parties, their heirs, devisees, executors and administrators or assigns.

14. BINDING EFFECT. Except as otherwise stated herein, all the provision of this Agreement shall be binding upon the respective heirs, next of kin, executors and administrators of the parties.

15. STATEMENT OF INTENTION. Each party hereto has executed this Agreement on his or her own volition, free from any persuasion, influence or duress on the part of the other, or any other person whomsoever, it being the intention and desire of Wife and Husband that their respective rights in and to each others property and estate occurring by operation of law shall be determined and fixed by this Agreement and not otherwise, except as may be herein provided.

Wife acknowledges that she has been advised by Darl L. Fowler that he is attorney for Husband and represents him in this matter. Wife further acknowledges that the Separation Agreement and Property Settlement entered into between JOY HEDGECOCK DYER and WILLIAM HENRY DYER on the 15th day of February, 1996, has been explained to her by Darl L. Fowler, and Wife further acknowledges that Darl L. Fowler advised her that if she so desired, she could have an attorney of her own choice to represent her in this matter. Darl L. Fowler further advised Wife that it was in her best interest to have an attorney of her own choosing. Wife acknowledges that she does not desire an attorney of her own and that she is entering into this Separation Agreement and Property Settlement of her own free will and that Wife is in agreement with the terms thereof and understands that Darl L. Fowler is representing Husband.

16. PARTIAL INVALIDITY. If any other provisions of this Agreement are held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

17. PARAGRAPH HEADINGS. Paragraph headings in this Agreement are to facilitate reference only, and if in conflict with, or not descriptive of, the substance of any paragraph, the substance will control.

18. ELECTION. If either party fails in the due performance of his or her obligations hereunder, the injured party shall have the right, at his or her election, to sue for damages for a breach of this agreement or to rescind the same and seek such legal remedies as may be available to him or her. Nothing herein


contained shall be construed to restrict or impair either party's right to exercise this election.


19. COUNSEL FEES UPON BREACH. In the event it becomes necessary to institute legal action to enforce compliance with the terms of this Agreement or by reason of the breach by either party of this Agreement, then the parties agree that at the conclusion of such legal proceeding the losing party shall be solely responsible for all legal fees and costs incurred by the other party, such fees and costs to be taxed by the Court. The amount so awarded shall be in the sole discretion of the presiding judge and the award shall be made without regard to the financial ability of either party to pay, but rather be based on the fees and expenses determined by the Court to be reasonable and incurred by the prevailing party. It is the intent of this paragraph to induce both Husband and Wife to comply fully with the terms of this Agreement to the end that no litigation as between these parties is necessary in the areas dealt with by this Agreement. In the event of litigation, it is the further intent to specifically provide that the losing party pay all reasonable fees and costs that either side may incur.

20. NOTICE OF CHANGE OF ADDRESS. Each party shall at all times keep the other informed of his or her place of residence as long as this Agreement is in effect and shall promptly notify the other of any change giving the address of the new place of residence.

21. LAW GOVERN CONSTRUCTION OF AGREEMENT. The situs of this agreement is the State of North Carolina; and its terms and provisions shall be construed and applied in accordance with the laws of the said State.

IN TESTIMONY WHEREOF, the parties have set their hand and seals to this Agreement in duplicate, one copy of which is retained by each of the parties the day and year first above written.

 (SEAL)
JOY HEDGECOCK DYER

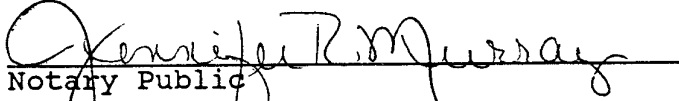
 (SEAL)
WILLIAM HENRY DYER

NORTH CAROLINA

GUILFORD COUNTY

I, Jennifer R. Murray, a Notary Public in and for the County and State aforesaid, do certify that JOY HEDGECOCK DYER personally appeared before me this day and acknowledged the due execution of the foregoing Separation Agreement.

Witness my hand and notarial seal this the 15th day of February, 1996.


Notary Public

My Commission Expires:

June 20, 2000

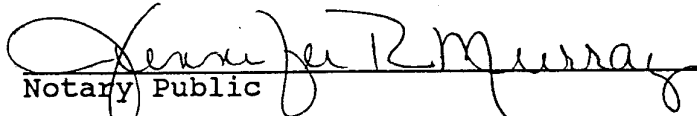
JENNIFER R. MURRAY
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission Expires June 20, 2000

NORTH CAROLINA

GUILFORD COUNTY

I, Jennifer R. Murray, a Notary Public in and for the County and State aforesaid, do certify that WILLIAM HENRY DYER personally appeared before me this day and acknowledged the due execution of the foregoing Separation Agreement.

Witness my hand and notarial seal this the 15th day of February, 1996.


Notary Public

My Commission Expires:

June 20, 2000

JENNIFER R. MURRAY
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission Expires June 20, 2000

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
96 Cvd 10922

WILLIAM HENRY DYER
Plaintiff,

vs.

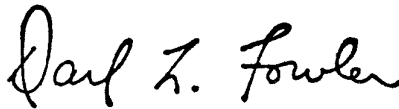
JOY HEDGECK DYER
Defendant.

MOTION FOR SUMMARY JUDGMENT

NOW COMES the Plaintiff, through undersigned counsel, and moves that this court, pursuant to the provisions of North Carolina General Statute §1A-1, Rule 56, and North Carolina General Statute §50-10, grant summary judgment in favor of the Plaintiff on the grounds that there is no genuine issue as to any material fact as shown by the pleadings in this matter and the Plaintiff is entitled to judgment as a matter of law.

WHEREFORE, undersigned prays that the verified Complaint filed in this action be accepted as an affidavit in support of the facts alleged therein and that the court enter summary judgment in favor of the Plaintiff according to law.

This the 16th day of December, 1996.



Darl L. Fowler
Attorney For Plaintiff
430 West Friendly Ave., Suite 303
Greensboro, NC 27401
(910) 274-1168

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
96 CVD 10922

WILLIAM HENRY DYER)
Plaintiff,)

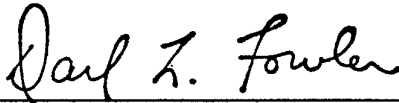
vs.)

JOY HEDGECOCK DYER)
Defendant.)

NOTICE OF HEARING

TAKE NOTICE that the Plaintiff, through undersigned counsel, will appear before the Guilford County District Court on January 13, 1997, or as soon thereafter as the matter can be heard, and request that the court enter an Order pursuant to North Carolina General Statute §1A-1, Rule 56, and North Carolina General Statute §50-10 granting summary judgment of absolute divorce to the Plaintiff.

This the 16th day of December, 1996.



Darl L. Fowler
Attorney For Plaintiff
430 West Friendly Ave., Suite 303
Greensboro, NC 27401
(910) 274-1168

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
96 Cvd 10922

WILLIAM HENRY DYER)
Plaintiff,)

vs.)

JOY HEDGECKOCK DYER)
Defendant.)

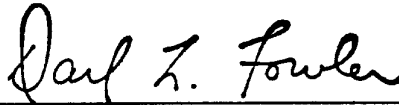
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing MOTION FOR SUMMARY JUDGMENT and NOTICE OF HEARING has been served upon Joy Hedgecock Dyer, Defendant in the above-entitled action, as follows:

_____ By delivering it to that person.

 X By depositing it, enclosed in a postpaid, properly addressed wrapper to that person, in a post office or official depository under the exclusive care and custody of the United States Postal Service.

This the 16th day of December, 1996.



Darl L. Fowler
Attorney For Plaintiff
430 West Friendly Ave., Suite 303
Greensboro, NC 27401
(910) 274-1168