JOE HERBERT
CIRCUIT COURT CLERK
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Map 104-2
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IN THE CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE

FILED 11-30-78 2:30 PM
JOE HERBERT

MARY PATRICIA GORHAM, :

Plaintiff :

vs. : No. 10912

MATTHIAS JOSEPH GORHAM, JR., : BOOK 5382 PAGE 747

Defendant :

. . . . . .

FINAL DECREE

This cause came on for hearing before the Honorable Henry Denmark Hall, Judge of the Circuit Court of Williamson County, Tennessee, upon original bill for Absolute Divorce filed by MARY PATRICIA GORHAM on the ground of irreconcilable differences, the Defendant having been served on July 24, 1978. It appears to the Court that the parties have executed a Custody and Property Agreement and that the divorce should be granted to MARY PATRICIA GORHAM on the grounds of irreconcilable differences and that the 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 MARY PATRICIA GORHAM be and she is hereby granted an absolute divorce upon the grounds of irreconcilable differences. It is further

ORDERED, ADJUDGED and DECREED by the Court that the Custody and Property Agreement entered into by and between the parties is approved and incorporated herein by reference as if set out verbatim and is made a part of this Decree.

ENTER this 30th day of November, 1978.

JUDGE

APPROVED FOR ENTRY:

JACK A. BUTLER
Attorney for Plaintiff

MARY PATRICIA GORHAM

JACK L. THOMPSON, III
Attorney for Defendant

MATTHIAS JOSEPH GORHAM, JR.

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BOOK 5382 PAGE 749

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of November, 1978, by and between the parties, MATTHIAS JOSEPH GORHAM, JR., a resident of Williamson County, Tennessee, hereinafter called "HUSBAND", and MARY PATRICIA GORHAM, also a resident of Williamson County, Tennessee, hereinafter called "WIFE":

W I T N E S S E T H:

WHEREAS, HUSBAND and WIFE were married on the 18th day of July, 1959, in Nashville, Davidson County, Tennessee, and have maintained residence in Williamson County, Tennessee, for several years; and

WHEREAS, there have been four (4) children born of the marriage of HUSBAND and WIFE--Matthias Joseph Gorham, III, age eighteen (18) years, Karen Lee Gorham, age sixteen (16) years, Robert Lloyd Gorham, age fourteen (14) years, and Thomas Christopher Gorham, age eleven (11) years; and

WHEREAS, HUSBAND and WIFE have accumulated an estate; and

WHEREAS, WIFE has filed a petition for absolute divorce in the Circuit Court of Williamson County, Tennessee, under docket number 10912, on or about July 10, 1978; and

WHEREAS, HUSBAND and WIFE desire to settle the matter of the care, custody and control of the three (3) minor children of the parties between themselves, and further desire to settle the matter of their property rights to their estate, and to have this agreement and settlement made a part of and incorporated into any decree of divorce which may be entered dissolving the marriage of HUSBAND and WIFE, subject to the approval of the Court;

NOW, THEREFORE, IN CONSIDERATION of the premises, and in further consideration of the sum of One ($1.00) Dollar cash in hand paid by HUSBAND to WIFE and WIFE to HUSBAND, the receipt of which is hereby acknowledged by HUSBAND and WIFE, and in further consideration of the mutual execution of this agreement, it is mutually agreed by and between HUSBAND and WIFE as follows:

1. That this agreement shall be binding on HUSBAND and WIFE,

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

their heirs, executors, administrators, and assigns, and is the whole and only agreement between HUSBAND and WIFE, and shall not be modified or varied by parol evidence.

2. That the primary and general care, custody and control of the said three (3) minor children of HUSBAND and WIFE, Karen Lee Gorham, Robert Lloyd Gorham, and Thomas Christopher Gorham, is to be exercised by HUSBAND, with the secondary and particular care, custody and control of said three (3) minor children to be exercised by WIFE under the following joint custody arrangement, to be approved by the Court:

(a) Said three (3) minor children are to live with HUSBAND in the home of the parties located at 409 Horseshoe Lane in Williamson County, Tennessee, more particularly described in paragraph numbered three (3) hereinafter.

(b) Said three (3) minor children to be raised in the fear and love of God by HUSBAND, who will determine their education, both in spiritual and secular matters, to include the selection of their schools and church, consistent with the present course of spiritual and secular education which they are now pursuing, especially concerning the present special arrangement for Karen Lee Gorham with regard to her competitive and possibly Olympic diving endeavor.

(c) Said children to visit WIFE at reasonable times and reasonable places on a regular basis to include visitation privileges during their regular Christmas, spring and summer vacations, and on other holidays and at such other times and places upon which HUSBAND and WIFE clearly and expressly agree, so as not to interfere with their normal family and home routine, their educational and extra-curricular schedules and activities, in a manner to preserve and encourage both a strong and wholesome relationship between them and both HUSBAND and WIFE.

(d) HUSBAND and WIFE to cooperate with each other fully and considerately with regard to this joint custody arrangement in the manifest best interest of said children in the inevitable undesirable consequences of divorce in general and this divorce in particular, in the event the same is granted by the Court.

3. That all right, title and interest of WIFE in and to the real estate which is the home of the parties located at 409 Horseshoe Lane in Williamson County, Tennessee, more particularly described immediately hereinafter, be divested out of WIFE and vested in HUSBAND, and HUSBAND hereby assumes all responsibility and liability for the payment of all mortgage indebtedness and any and all other encumbrance of any nature whatsoever on said real estate:

> Land in Williamson County, Tennessee, being Lot No. 35 on the Plan of Steeplechase Farms, Section II, of record in Plat Book 3, page 45, Register's Office for Williamson County, Tennessee.
>
> Said Lot No. 35 fronts 130.00 feet on the southeasterly side of Horseshoe Lane and runs back between lines on the southwesterly side, 256.50 feet, and on the northeasterly side 251.30 feet to a dead line in the rear on which it measures 205.16 feet.
>
> Being the same property conveyed to Dr. Matt J. Gorham, Jr., and wife, Patricia Ducklo Gorham from Patterson and Fox Construction Company by warranty deed of record in Book 166, page 388, Register's Office for Williamson County, Tennessee.

4. That all right, title and interest of WIFE in and to the following described parcels of real estate in DAvidson County, Tennessee, be divested out of WIFE and vested in HUSBAND, again with HUSBAND assuming all responsibility and liability for the payment of all mortgage indebtedness and other encumbrances of any nature whatsoever on said real estate:

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> 1) Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Wills' Subdivision of Lot No. 40, of the Boyd Cockrill Spring Tract, of record in Book 57, page 114, Register's Office of Davidson County, Tennessee.
>
> Said Lot No. 1 fronts 40 feet on the northerly side of Poston Avenue and runs back between parallel lines with the westerly margin of 30th Avenue, North, formerly Amelia Avenue, 140 feet to an alley.
>
> Being the same property conveyed to Matthias J. Gorham, Jr., and wife, Mary D. Gorham, from Claude Ruffin, et al, by warranty deed of record in Book 4703, page 488, Register's Office for Davidson County, Tennessee.

2. Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Euclid Subdivision of a part of Lots Nos. 42 and 43, Boyd Cockrill Spring Tract, as of record in Book 421, page 86, Register's Office for said County.

Said Lot No. 10 fronts 50 feet on the easterly side of 30th Avenue, North, and runs back between parallel lines with the southerly margin of Poston Avenue 105.3 feet to an alley.

Being the same property conveyed to Matthias J. Gorham, Jr., from Melna B. Smith, by warranty deed of record in Book 4342, page 34, Register's Office for Davidson County, Tennessee.

3. Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Euclid Subdivision of a part of Lots 42 and 43, Boyd Cockrell Springs Tract, of record in Plat Book 421, page 86, Register's Office for said County.

Said Lot No. 8 fronts 50 feet on the east margin of 30th Avenue, North and runs back between parallel lines 105.3 feet to an alley in the rear.

Being the same property conveyed to John M. Douglass, Jr., and M. J. Gorham, Jr., by warranty deed from Mamie Rust of record in Book 5198, page 734, Register's Office for said County.

5. That any and all right of WIFE in and to the dental business of HUSBAND, including but not limited to any stock in the professional corporation, M. J. Gorham, Jr., D.D.S., P.C., be divested out of WIFE and vested in HUSBAND.

6. That HUSBAND pay directly to WIFE the sum of Fifteen Thousand ($15,000) Dollars cash as alimony in solido immediately upon any final decree of divorce dissolving the marriage of HUSBAND and WIFE becoming final, or thirty-one (31) days after entry of any such final decree of divorce, and further that HUSBAND pay directly to WIFE the sum of Five Hundred ($500) Dollars per month for twenty-four (24) months as alimony in futuro on or before the first and fifteenth days of each month in equal installments of Two Hundred Fifty ($250) Dollars each, beginning the month after entry of any final decree of divorce between HUSBAND and WIFE, and each month thereafter for twenty-four (24) months or until WIFE either remarries or dies or upon clear and convincing proof that WIFE is living with a man to whom she is not married, said Five Hundred ($500) Dollar monthly alimony payment to cease automatically upon either the remarriage or death of WIFE, or upon clear and convincing proof that WIFE is living with a man to whom she is not married, said payments of alimony in solido and in futuro to be a full and final release of any and all claims by WIFE for alimony of any nature whatsoever, past, present and future.

7. That in the event that HUSBAND ever sells the home of the parties located at 409 Horseshoe Lane, Williamson County, Tennessee, more particularly described in paragraph three (3) above, that he will pay directly to WIFE Twelve Thousand ($12,000) Dollars cash from the net proceeds of the sale of said real estate, upon which sale WIFE will pay her own capital gains tax, if any, and HUSBAND will execute simultaneously herewith a promissory note in the amount of Twelve Thousand ($12,000) Dollars contingent upon the sale of said real estate, said note to bear no interest.

8. That all right, title and interest of HUSBAND in and to a certain 1978 Pontiac automobile now in the possession of and being driven by WIFE be divested out of him and vested in WIFE, and HUSBAND agrees to pay the balance owing on said automobile in the amount of Two Hundred Sixty and 92/100 ($260.92) Dollars per month to the Commerce Union Bank of Nashville, Tennessee, through May, 1981, or until said automobile is paid for, or until WIFE either remarries or upon clear and convincing proof WIFE is living with a man to whom she is not married.

9. That all right, title and interest of WIFE in and to a certain 1978 Ford Thunderbird automobile owned by M. J. Gorham, Jr., D.D.S., P.C., be divested out of WIFE and vested in HUSBAND.

10. That all right, title and interest of WIFE in and to a certain 1974 Ford Maverick automobile, registered in the name of HUSBAND, and now in the possession of and being driven by the daughter of the parties, Karen Lee Gorham, be divested out of WIFE and vested in HUSBAND, and also in and to a certain 1975 Pontiac LeMans automobile, also registered in the name of HUSBAND, and in the possession of and being driven by Matthias Joseph Gorham, III, be divested out of WIFE and vested in HUSBAND, with HUSBAND assuming all responsibility and liability for the payment of said automobiles.

11. That HUSBAND hereby assumes all responsibility and liability for the payment of all outstanding debts of both HUSBAND and WIFE, of which he has been made aware by WIFE through October 1, 1978, and WIFE assumes all responsibility and liability for the payment of all outstanding debts of which she has not made HUSBAND aware and also any and all debts incurred by WIFE after October 1, 1978.

12. That HUSBAND and WIFE hereby agree to fairly and equitably divide the furniture and other personal property belonging to both HUSBAND and WIFE, and if necessary, to attach to this agreement "Exhibit A" itemizing each and every item or piece of personal property for WIFE and "Exhibit B" itemizing each and every item or piece of personal property for HUSBAND.

13. That HUSBAND will keep in full force and effect his current policies of insurance upon his life for the exclusive use and benefit of said minor children of HUSBAND and WIFE, and also a major medical hospitalization insurance program for said minor children, and of course, will pay all necessary medical, dental, educational and other necessary and reasonable living expenses for said minor children.

14. That HUSBAND will purchase a membership in the Hillwood Country Club of Nashville, Tennessee, for WIFE, and pay one-half (1/2) her monthly dues up to Twenty ($20) Dollars per month unless and until she either remarries or upon clear and convincing proof is living with a man to whom she is not married, and HUSBAND will pay all reasonable club privileges for said minor children, and WIFE will pay her own monthly club privileges.

15. That HUSBAND will pay his reasonable attorney's fees, and likewise WIFE will pay her reasonable attorney's fees and the court costs of this divorce proceeding.

IN WITNESS WHEREOF, HUSBAND and WIFE have hereto set their hands at Nashville, Tennessee, this 8th day of November, 1978.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Matthias Joseph Gorham, Jr.
MATTHIAS JOSEPH GORHAM, JR.

SWORN TO AND SUBSCRIBED before me this 8th day of November, 1978.

Carol B. Baron
NOTARY PUBLIC

My commission expires:
1-31-81

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Mary Patricia Gorham
MARY PATRICIA GORHAM

SWORN TO AND SUBSCRIBED before me this 31 day of October, 1978.

Pam L Ashburn
NOTARY PUBLIC

My commission expires:
4-27-80

APPROVED FOR ENTRY:

AM-89 MISC C* 18.00 * 18.00

J. L. THOMPSON, III
Attorney for Husband

JACK A. BUTLER
Attorney for Wife

OFFICE OF CIRCUIT COURT CLERK

For Williamson County, Tennessee

I, Joe Herbert, Clerk of said Court, do hereby certify that the foregoing is a true, perfect and complete copy of the Final Decree of said court, pronounced September term, 19 78, in the case of MARY PATRICIA GORHAM against MATTHIAS JOSEPH GORHAM, JR as appears of record now on file in my office, in Minute Book 26 on page 238-242.

In testimony whereof, I have hereunto set my hand and affixed the seal of the court, at office at Courthouse at Franklin, on this, the 3rd. day of January 19 79

CIRCUIT COURT
WILLIAMSON CO.
FRANKLIN, TENN.

Clerk

By Joan Marquess D. C.

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PROMISSORY NOTE

$12,000.00 November, 19 77

I, MATTHIAS J. GORHAM, JR., hereby promise to pay Mary Patricia Gorham the sum of Twelve Thousand ($12,000) Dollars upon the sale of my home, located at 409 Horseshoe Lane in Williamson County, Tennessee, more particularly described in paragraph numbered three (3) on page numbered three (3) of a certain child custody and property settlement agreement in a certain divorce action pending in the Circuit Court of Williamson County, Tennessee, Civil Action No. 10912, said Twelve Thousand ($12,000) Dollars to be paid by me to Mary Patricia Gorham after sale of said real estate and from the net proceeds of said sale.

Matthias Joseph Gorham, Jr.
MATTHIAS J. GORHAM, JR.

Witness:

Jack Thompson

F.0847.2 mail env

IDENTIF. REFERENCE

JAN 8 2 00 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail
J. J. Thompson III
4525 Harding Rd
Nashville Tenn
37205