IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1980 OCT -1 PM 2:46

GEORGE L. ROOKER, CLERK

DEBRA JEAN HOLLORAN,
Plaintiff

v.

MARK ANDREW HOLLORAN,
Defendant

No. 80D-56

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O R D E R

This cause came on to be heard on September 16, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon complaint of the plaintiff, testimony of the parties and their witnesses in open court, statements of counsel, and the entire record herein from all of which this Court is of the opinion that the parties have such irreconcilable differences between them as would entitle plaintiff to an absolute divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff, Debra Jean Holloran, be awarded an absolute divorce and that both parties be restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement attached hereto as Exhibit A and signed by the parties on the 25th day of September, 1980 be and is hereby incorporated by reference into this Order which agreement contains among others the following provisions:

(a) That the parties' residence at 8050 Esterbrook Drive, Nashville, Tennessee, be vested solely in the wife.

(b) That full ownership and possessory rights to all the furnishings and household goods presently located at 8050 Esterbrook Drive, Nashville, Tennessee, with the exception of the four pieces of furniture which belonged to the husband prior to the marriage, namely: one bed, one chest of drawers, one small table and one desk, be given to the wife.

(c) That full ownership and possessory rights to the dark blue 1975 Chevrolet Chevelle be given to the wife and that full ownership and possessory righs to the green 1973 Toyota Celica be given to the husband.

(d) That Wife will be restored to her maiden name, Debra Jean Moran.

(e) That each party shall pay his or her own attorney's fees and shall share equally in the court costs of this action after being given proper credit for those costs already paid by each of them.

For all of which provisions, including the provisions of the Property Settlement Agreement, execution may issue if necessary.

CIRCUIT JUDGE

Dated: 10-1-80

APPROVED FOR ENTRY:

CHAMBERS JOHNSON & BECKNER

George E. Copple, Jr.

George E. Copple, Jr.
12th Floor, First American Center
Nashville, Tennessee 37238

KINNARD BALTZ EISENSTEIN TONEY & LEFKOVITZ

Richard P. Baltz

Richard P. Baltz
3rd Floor, 430-3rd Avenue, North
Nashville, Tennessee 37201

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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DEBRA JEAN HOLLORAN Plaintiff, vs. MARK ANDREW HOLLORAN Defendant.	)	No. 80D-56

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between Debra Jean Holloran ("Wife") and Mark Andrew Holloran ("Husband") this 25th day of September, 1980.

W I T N E S S E T H:

WHEREAS, the parties have experienced irreconcilable marital difficulties which have resulted in their filing cross petitions for absolute divorce on January 7, 1980 and on March _____, 1980, in the Fourth Circuit Court for Davidson County, Tennessee;

WHEREAS, it appears that the differences between the parties are irreconcilable and that a divorce is inevitable;

WHEREAS, the parties wish to assist the Court in an equitable division of the joint property interests and in no way are endeavoring to influence the Court insofar as grounds for divorce are concerned;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. All of Husband's right, title and interest in and to the parties' residence at 8050 Esterbrook Drive, Nashville, Tennessee, shall be divested from him and vested in Wife. Husband agrees to sign any and all deeds and other documents to pass ownership of this property. The parties' residence at 8050 Esterbrook Drive, Nashville, Tennessee, is more particularly described as follows:

BEING Lot No. 59 on the Plan of Harpeth Park, Section 2, of record in Book 3700, page 58, Register's Office for said County.

SAID Lot No. 59 fronts 87.0 feet on the northerly side of Esterbrook Drive and extends back 177.93 feet on the westerly line and 186.53 feet on the easterly line to a dead line in the rear measuring 101.84 feet.

BEING the same property conveyed to Mark A. Holloran and wife, Debra M. Holloran by deed from Kenneth H. Riggs and wife, Carolyn J. Riggs, of record in Book 5135, page 838, Register's Office for Davidson County, Tennessee.

2. Wife shall be given full ownership and possessory rights to all the furnishings and household goods presently in the parties' residence with the exception of the following four pieces of furniture which belonged to Husband prior to the marriage: one bed, one chest of drawers, one small table, and one desk.

3. Wife shall be given full ownership and possessory rights to the dark blue 1975 Chevrolet Chevelle now jointly owned by the parties, and Husband shall be given full ownership and possessory rights to the green 1973 Toyota Celica now owned jointly by the parties. Both parties agree to sign any and all titles, certificates and deeds to pass ownership of this property to each other.

4. Each party shall pay his or her attorney. Court costs shall be borne equally, except that Wife shall be given credit for all costs which she has previously paid for the filing of this action. Husband shall reimburse $9.00 to Wife for his share of the litigation tax previously paid.

IN WITNESS WHEREOF, the parties have hereunto subscribed their signatures on the date hereinabove written.

Debra Jean Moran Holloran

DEBRA JEAN MORAN HOLLORAN

Mark Andrew Holloran

MARK ANDREW HOLLORAN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, DEBRA JEAN MORAN HOLLORAN, with whom I am personally acquainted and who made oath that she has read the foregoing Agreement, understands its contents, and enters it freely and voluntarily and for the purposes therein contained.

Sworn to and subscribed before me on this 22nd day of September, 1980.

George E. Copple, Jr.
NOTARY PUBLIC

My Commission expires: 1-15-83.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, MARK ANDREW HOLLORAN, with whom I am personally acquainted and who made oath that he has read the foregoing Agreement, understands its contents, and enters it freely and voluntarily and for the purposes therein contained.

Sworn to and subscribed before me on this 25th day of September, 1980.

Richard P. Baltz
NOTARY PUBLIC

My Commission expires: January 18, 1982

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IDENTIF. REFERENCE

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FELIX Z. H. LOOK E. REGISTER
DAVIDSON COUNTY, TENN.

10-1-80
MB-118C/1769

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* Debra Jean Holloran *Plaintiff, and* Mark Andrew Holloran *Defendant, a 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* 6th *day of* Oct *in the year one thousand nine hundred and* 80 *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By L. Oyer, *D. C.*