122A/654

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 5963 PAGE 140

MARY PATRICIA O'MARA MOGAN,

Plaintiff

vs.

THOMAS FRANCIS MOGAN, M.D.,

Defendant.

K. Loxley

NO. 81D-1562

Map 61-12
Parcel 19 V.N.

FINAL DECREE OF DIVORCE

This cause came to be heard on the 11th day of August, 1981, before the Honorable Benson Trimble, Circuit Court Judge, upon Plaintiff's Complaint, Defendant's Answer, testimony of witnesses in open Court, statement of counsel, and from the record as a whole, from all of which it duly appeared to the Court that the Plaintiff is entitled to an absolute divorce on the grounds that the Defendant is guilty of such cruel and inhuman treatment or conduct towards Plaintiff as renders cohabitation unsafe and improper and that irreconcilable differences exist between the parties, and that the parties hereto have settled all property matters between them.

It is, therefore, ORDERED, ADJUDGED AND DECREED as follows:

1. That the Plaintiff, Mary Patricia O'Mara Mogan, be granted an absolute divorce from the Defendant, Thomas Francis Mogan, and that the parties be restored to all the rights and privileges of unmarried persons.

2. That all property of the parties, whether owned individually or jointly, be divided among the parties as provided in the Property Settlement Agreement, which provides as follows:

PROPERTY SETTLEMENT, CUSTODY
AND SUPPORT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of April, 1981, by and between MARY PATRICIA O'MARA MOGAN and THOMAS FRANCIS MOGAN, M.D., citizens and residents of Davidson County, Tennessee,

WITNESSETH:

WHEREAS, the parties were married on the 19th day of December, 1953, in Memphis, Tennessee, and to the union were born six children, namely: Patricia Marie Mogan, age 26; Susan Mogan, age 24; Thomas Francis Mogan, Jr., age 21; Kevin A. Mogan, age 20; Joseph P. Mogan, age 18; and Melissa M. Mogan, age 14; and

WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as man and wife. Their differences are irreconcilable; they are living apart; and Mary Patricia O'Mara Mogan has filed for an absolute divorce in the Circuit Court of Davidson County, Tennessee; and

WHEREAS, the parties do own certain real and personal properties and it is the desire of both that they finally determine and settle their property rights and all rights of support and maintenance of their minor child and that Mary Patricia O'Mara Mogan may pursue her bill for absolute divorce on the grounds of irreconcilable differences;

NOW, THEREFORE, the parties do, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Upon the first day of the month following the entry of a final decree granting an absolute divorce between the parties, Thomas Francis Mogan shall pay to his wife, Mary Patricia O'Mara Mogan, the sum of $2,700.00 per month for a period of twelve (12)

months, payable as alimony. Following this one year or twelve month period, Thomas Francis Mogan shall pay to his wife, Mary Patricia O'Mara Mogan, also as alimony, the sum of $700.00 per month for the next twelve (12) months or one year. The obligation to pay alimony in the second year shall terminate on the death of either party, or on the remarriage of the Plaintiff, Mary Patricia O'Mara Mogan, regardless of when such event shall occur.

2. Thomas Francis Mogan shall, upon the entry of a final decree of absolute divorce between the parties, be divested of all of his right, title and interest in the home owned by the parties as tenants by the entirety at 1331 Kenwood Drive, Nashville, Tennessee 37216, said property being more fully described as follows:

> Being Lot No. 20 of Block "H" on the Plan of Jackson Park, Section 3, not of record and described as follows:
>
> Beginning at a point in the northerly margin of Kenwood Drive at the common corners of Lots 19 and 20; thence with the line between said two lots, northerly 295 feet to a point in the south line of Lot 14; thence with the line of Lots 14 and 13, westerly 150 feet to a point, the common corners of Lots 9 and 20; thence with the line between Lots 9 and 20, southerly 295 feet to a point in the northerly margin of Kenwood Drive; thence with the margin of said Drive, easterly 150 feet to the beginning.

3. Upon the entry of a final decree of absolute divorce between the parties, Thomas Francis Mogan shall be divested of all right, title and interest in all of the personalty owned by the parties and located in their home at 1331 Kenwood Drive, which includes furniture, fixtures, equipment, china, silver, linens, jewelry and title to a 1976 Cutlass automobile. Thomas Francis Mogan shall execute any documents necessary to affect said transfers of his interest in the above properties. Thomas Francis Mogan shall be allowed to remove his own personal property, such as clothes, books, boat and allied equipment.

4. Thomas Francis Mogan shall, one year from the date of entry of a final decree of absolute divorce between the parties,

pay to Mary Patricia O'Mara Mogan the sum of $200,000.00 in cash.

5. It is agreed by and between the parties that they shall have joint custody of their minor child, Melissa M. Mogan ("Lisa"), but the said minor child shall reside with her mother so long as she resides in the State of Tennessee, and the child shall be allowed to visit with her father at reasonable and frequent times. During such period that the minor child resides with her mother, Thomas Francis Mogan shall pay to Mary Patricia O'Mara Mogan the sum of $300.00 per month for support and maintenance of such minor child, such payments to continue until such child reaches her eighteenth (18th) birthday. Thomas Francis Mogan shall be allowed to claim his minor child as a dependent for Federal income tax purposes.

6. In addition to the above support payments for the minor child, Thomas Francis Mogan shall pay all tuition and school fees, save school lunch monies, for his minor child. Further, he shall pay all medical and dental bills incurred by reason of treatment of the child during her minority.

7. It is agreed by and between the parties that each of the parties, upon the entry of a final decree of absolute divorce between the parties, releases and relinquishes to the other all right, title and interest in any and all securities, partnerships and all other assets presently held by either of the parties and not specifically provided for in this Agreement.

8. The parties agree with each other to execute any and all deeds, instruments, titles and other papers necessary to implement the terms of this Agreement.

9. It is further understood and agreed that this Property Settlement Agreement is intended to be a final settlement agreement of the property rights of the respective parties hereto and is full discharge of Thomas Francis Mogan from all other obligations to support Mary Patricia O'Mara Mogan and a discharge from all other claims arising out of their marital relationship and that each hereby waives and relinquishes to the other all rights or claims which each may have or hereafter

acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, alimony and support, right to act as administrator or executor of the other's estate and this Agreement applies to all property now owned by Thomas Francis Mogan and Mary Patricia O'Mara Mogan, or any property that either of them may acquire in the future.

10. Each of the parties hereto covenants with the other that from entry of final decree of divorce, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall have been made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

12. It is further understood and agreed by and between the parties that this Property Settlement Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

13. It is further understood and agreed that this Agreement shall be of no force and effect unless and until there is an absolute divorce granted between the parties and a final decree entered and this Agreement incorporated in such divorce decree insofar as it undertakes to settle the matters of alimony and property rights of the parties and, subject to the approval of the Court, child custody and support.

WITNESS our hands and seals this the day and date first above written.

Mary Patricia O'Mara Mogan
MARY PATRICIA O'MARA MOGAN

Thomas Francis Mogan
THOMAS FRANCIS MOGAN

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, MARY PATRICIA O'MARA MOGAN, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 29th day of April, 1981.

Notary Public
My commission expires: 1/20/85

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, THOMAS FRANCIS MOGAN, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 29th day of April, 1981.

Notary Public
My commission expires: 1/20/85

3. That the costs of this cause be taxed to Defendant, for which execution may issue, if necessary.

BOOK 5963 PAGE 146

ENTER this _____ day of _____ 1981.

Benson Trimble, Circuit Court Judge

8-11-81

APPROVED FOR ENTRY:

BOULT, CUMMINGS, CONNERS & BERRY

BY: John Conners
John T. Conners, Jr.
Attorney for Plaintiff

IDENTIF. REFERENCE

H 16924

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
Nov 11 3 33 PM '82

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been served upon the Defendant, Thomas Francis Mogan, M.D., this the 11th day of August, 1981.

John Conners
John T. Conners, Jr.

RUSH

STATE OF TENNESSEE

Minute Book 122A
page 654

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 & true copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Mary Patricia O'Mara Mogan *Plaintiff, and* Thomas Francis Mogan, M. D. *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* 10th *day of* November *in the year one thousand nine hundred and* Eighty-two *and in the* 207th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By _____, *D. C.*

Form #GR-117