AFTER RECORDING, RETURN TO THOMAS W. SCHLATER, 24th Floor, L & C Tower
Nashville, TN 37219

1-17-80

398/1046

IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

GEORGIA DOROTHY MONTOURIS GORE	)	
	)	
VS.	)	NO. 97243
	)	
ALAN CHARLES GORE	)	

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FINAL DECREE

This cause came on to be heard on the 17th day of January, 1980, before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee, upon the original bill of divorce heretofore filed by the complainant, defendant not having answered within the time prescribed by law. From the testimony of the complainant given in open court and upon the submission of a property settlement agreement executed by both the parties from all of which the Court finds that the property settlement agreement should be approved and that the complainant be granted a divorce on the ground of irreconcilable differences.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the complainant, Georgia Dorothy Montouris Gore, is awarded an absolute divorce from the defendant, Alan Charles Gore, and the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved and the complainant is restored all the rights and privileges of an unmarried person and is restored her maiden name, to wit: Montouris.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the property settlement agreement dated December 31, 1979 entered into by and between the parties is approved by the Court. Said agreement is set out below in words and figures as follows:

PROPERTY SETTLEMENT AGREEMENT

This Agreement is made and entered into at Nashville, Tennessee on this the 31st day of December, 1979, by and between Georgia Dorothy Montouris Gore, hereinafter referred to as "wife" and Alan Charles Gore, hereinafter referred to as "husband."

W I T N E S S E T H:

THAT WHEREAS the parties are man and wife, and as a consequence

of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce is being considered, and whereas the parties are desirous of settling their property, custody, and support rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. REAL ESTATE: All interest in the parties' homeplace located at 3538 Crestridge Drive, Nashville, Tennessee, and more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 43 on the Plan of Longview Manor Section One and Two, as of record in Book 1424, page 127, Register's Office for said County.
>
> Said lot No. 43 fronts 117 feet on the easterly side of Crestridge Drive and extends back 161.8 feet on the northerly line and 160.8 feet on the southerly line to a dead line in the rear, measuring 128 feet thereon.
>
> Being the same property conveyed to Alan C. Gore and wife, Georgia D. Montouris Gore, by deed from Natalie J. Huntley, of record in Book 2246, page 445, Register's Office for Davidson County, Tennessee.

shall be divested out of the husband and all right, title and interest shall vest in the wife. The wife shall pay the monthly note on said property, and the husband shall be held harmless thereon.

2. HOUSEHOLD FURNITURE AND FURNISHINGS: The husband shall receive the following items for his use and his use only:

1. English toy box
2. Tools
3. Marble chess set
4. Fire extinguisher
5. Beakers, glassware (6) and beer mug
6. Specoloos mold (small)
7. One set of wine glasses
8. "Tennessee" glasses
9. One set of everyday silver (stainless)
10. Books (school), novels
11. Cane (walking stick)
12. Brass engraving
13. Antique deringer
14. Grujs painting
15. Goodentag (mace)
16. Sewing machine
17. Lane-Extiguer
18. Stereo and records
19. Lydia's painting
20. Monique painting
21. Brass bed and mattress, boxspring
22. Table-leather top
23. Paintings of Amsterdam
24. Pewter plate (wall piece)
25. Set of irons
26. Bone china (entire set)
27. Tape deck
28. Cradle
29. Antique desk

The wife shall receive the remainder of the household furniture and furnishings for her use and her use only.

3. PERSONAL PROPERTY: Each party shall retain their own personal property, including clothing, jewelry, and other similar personal items.

4. INSURANCE: Husband shall maintain the two (2) whole life insurance policies with Northwestern Mutual Life Insurance Company in the amounts of $15,000.00 and $10,000.00 in full force and effect for the period of the minority of the minor child of the parties. The wife shall remain the beneficiary of these policies of insurance for said period and during this period the husband shall not encumber these policies in any way. Upon the attainment of majority by the parties' minor child, the cash surrender value of the $10,000.00 shall be placed in trust for the education of the said minor child.

5. CHILD CUSTODY AND SUPPORT: The wife shall have absolute custody, care and control of the parties' minor child, to wit: Matthew Alan Montouris Gore. The husband shall pay to the wife as child support the sum of $100.00 per month through June 30, 1980 at which time the payments shall be increased to $125.00 per month. In addition to the aforementioned payments, the husband shall pay to wife five (5%) percent of the net income from an EEG Lab which he plans to operate. These increased payments shall commence upon the date of the commencement of said operation. The husband shall have reasonable rights of visitation consisting of one weekend day per week, two (2) non-consecutive weeks per annum, and upon the remarriage of the husband, he shall be allowed one major holiday per year. The husband shall not take the child out of the country at any time. If, for any reason the husband is not able to exercise his rights of visitation at the designated time, he shall furnish to the wife twenty-four (24) hours notice. The husband shall refrain from taking the child around any persons who would have an unwholesome effect on said child.

6. AUTOMOBILES: The husband shall receive the 1975 Plymouth Satellite and the wife shall be divested of any right, title or interest in this automobile. The wife shall receive the 1977 Plymouth Volare and the husband shall be divested of any right, title or interest in same. The parties will execute any documents necessary to transfer their respective interests to the other.

7. FEDERAL INCOME TAX: If, for any reason, the parties' personal income tax returns should be audited for the years 1975 to 1978, and the parties are found to be delinquent, the husband and wife shall share this indebtedness equally.

8. ATTORNEY'S FEES: Each party shall be responsible for their own attorney's fees, but that the husband shall bear responsibility for the court costs.

BOTH PARTIES understand that this agreement is subject to the approval of the Court in the event a divorce is granted to either party, and, if approved, shall be incorporated into the Final Decree of divorce, should the Court see fit to grant a divorce. Further, this agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to either in the future. Specifically included in this Agreement are any claims for support, attorney's fees, dower, homestead, inheritance or any other interest or demand which might otherwise be asserted by either party against the other or against the property or estate of the other. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement is a full, final and complete settlement of the property rights as between the parties and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

GEORGIA MONTOURIS GORE, M. D.
WIFE

IRENE LAURER, M.D.
WITNESS

ALAN GORE
HUSBAND

STEPHEN S. LEXOW, M.D.
WITNESS

12-31-79

The Defendant will pay the costs of this cause for which execution may issue if necessary.

Entered this 17th day of January, 1980.

STEPHEN NORTH, JUDGE

APPROVED FOR ENTRY:

ROBERT H. SCHWARTZ
Attorney for complainant
213 Third Avenue, North
Nashville, Tennessee 37201

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree was mailed to Mr. Alan C. Gore, 140 McGavock Pike, Nashville, Tennessee on the 17th day of January, 1980.

ROBERT H. SCHWARTZ

IDENTIF. REFERENCE

JUL 18 3 38 PM '83

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

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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* True Copy ~~correct transcript~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Georgia Dorothy Montouris Gore *Plaintiff, and* Alan Charles Gore *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* 15th *day of* July *in the year one thousand nine hundred and* Eighty-Three *and in the* 208th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Lacey, *D. C.*

Form #GR-117