Record & Return To:
Southern Title Services, LLC
4733 Andrew Jackson Parkway, Ste 1C
Hermitage, TN 37076
File No. 200450489

(1)

ANN GADSEY HORAN]
]
vs. No. 56930]
]
PAUL MONTGOMERY HORAN]

IN THE FOURTH CIRCUIT COURT OF
DAVIDSON COUNTY, TENNESSEE

FINAL DECREE

This cause came on to be heard on the 6th day of December 1972, before the Honorable Benson Trimble, Judge, upon the entire record in this cause, and especially upon Complainant's Petition for a Final Divorce filed by her in this cause, Answer of the Defendant filed, testimony introduced in open Court and argument of counsel;

And this cause came on further to be heard on the testimony of Complainant that a reconciliation between the parties has not and cannot be effected and it appearing to the Court that it is necessary and proper to enter a final decree dissolving the marriage;

And it appearing to the Court that the averments of the bill asking for a final divorce are true, that is, that since the entry of the decree of this Court granting a divorce from bed and board on April 7, 1970, Minute Book 65-A, page 171, that the parties have not and cannot become reconciled, and that it is necessary under the provisions of Section 36-802, Tennessee Code Annotated, to grant an absolute divorce;

It is accordingly ORDERED, ADJUDGED and DECREED by the Court that the averments of the bill asking for a final divorce be and the same are hereby sustained, and said Ann Gadsey Horan is now granted an absolute divorce from Paul Montgomery, and the bonds of matrimony heretofore subsisting between Complainant and Defendant be and the same are hereby and forever perpetually dissolved.

And it further appearing that the parties have entered into a property settlement agreement with respect to all property rights and custody and support of their children, said agreement has been exhibited and examined by the Court, which agreement is in words and figures as follows:

"Agreement between Paul Montgomery Horan, a citizen and resident of Davidson County, Tennessee, and Ann Gadsey Horan, a citizen and resident of Davidson County, Tennessee;

Davidson County DEEDDIV
Recvd: 01/14/05 11:05 7 pgs
Fees:37.00 Taxes:0.00
20050114-0005330

WITNESSETH:

WHEREAS, these parties were married on August 14, 1953, in Nashville, Davidson County, Tennessee, and are now living apart and separate under a decree for Divorce From Bed and Board awarded to the wife by a decree of the Fourth Circuit Court of Davidson County, Tennessee, on April 7, 1970, and are contemplating petitioning the Court for an Absolute Divorce; and whereas, three children, namely Cheryl Diane Horan, Bethany Jean Horan and Paula Jill Horan, have been born to this marriage; and whereas, these parties desire to settle all property rights, custody, alimony, support, and other rights incident to a divorce, the same being subject to the approval of the court hearing said petition for an absolute divorce; and to bind their successors in interest in connection therewith:

IT IS MUTUALLY AGREED:

1. PERSONALTY

The said Ann Gadsey Horan shall have all the furniture and household furnishings in the house at 2006 McGavock Pike, Nashville, Tennessee, and any other household items presently in her possession no matter where located. The said Paul Montgomery Horan shall have all furniture and household furnishings presently in his possession.

The said Ann Gadsey Horan shall have title in her name alone to the 1971 Buick Skylark and the 1970 Chevrolet Camaro automobiles. She takes said automobiles subject to any amount owing on them and shall be solely responsible for any debts owing on said automobiles. The said Paul Montgomery Horan shall have title in his name alone to the 1972 Oldsmobile automobile. He takes said automobile subject to any amount owing on it and shall be solely responsible for any amount owing on said automobile.

The Credit Union accounts, in the approximate amount of $2,200.00 shall be used solely for the college education of the oldest daughter, Cheryl Diane Horan. Should said daughter discontinue her college education any remaining sum shall be used if necessary for the college education of the two younger daughters. After all three children have completed or discontinued their education any remaining sum shall be equally divided between Ann Gadsey Horan and Paul Montgomery Horan.

2. INSURANCE

The $15,000.00 insurance policy on the life of Paul Montgomery Horan shall become the sole property of Ann Gadsey Horan to do with as she pleases. The said Ann Gadsey Horan shall be solely responsible for future premiums on said policy.

The two endowment policies with National Life Insurance Company, for $2,000.00 each, shall be continued by the said Ann Gadsey Horan for the purpose of educating the two youngest daughters.

The said Paul Montgomery Horan shall continue to keep the said three children covered in his group insurance program for hospital and medical insurance, as long as said children are eligible.

3. REAL ESTATE

The parties are owners as tenants by the entirety of a house and lot located at 2006 McGavock Pike, Nashville, Davidson County, Tennessee. It is agreed that the said Paul Montgomery Horan will transfer all his interest in said lot and house to the said Ann Gadsey Horan. The said Ann Gadsey Horan takes th property subject to a first mortgage on which the monthly payments are monthly payments of $121.04 on said house and lot unt the mortgage is paid or until the said Ann Gadsey Horan remarri

The said Paul Montgomery Horan is the owner of a house and lot, being Lot No. 122 on the Plan of Debra Heights, Section II. It is agreed that this property shall remain the property solely of the said Paul Montgomery Horan and Ann Gadsey Horan releases any claims or right she may have to said property.

4. CHILD SUPPORT

The said Paul Montgomery Horan agrees to make payments of $77.3 per week to Ann Gadsey Horan as child support. The said Ann Gadsey Horan agrees that the said Paul Montgomery Horan shall claim the two (2) older children, Cheryl Diane and Bethany Jean as exemptions for income tax purposes, and Ann Gadsey Horan shall have the right to claim the youngest child, Paula Jill, for income tax purposes.

5. CHILD CUSTODY

The said Ann Gadsey Horan shall have custody of the parties' three children, and the said Paul Montgomery Horan shall have reasonable visitation privileges with said children.

6. ATTORNEY'S FEES AND COURT COSTS

The said Paul Montgomery Horan shall pay the sum of $500.00 to Andrew D. Tanner, Attorney for the said Ann Gadsey Horan. The said Paul Montgomery Horan shall also pay all court costs.

7. REPRESENTATION

Both parties certify that they have been represented by counsel in this matter and have read this agreement and understand its legal effect.

This the 27th day of September 1972.

/s/ Ann Gadsey Horan

/s/ Paul Montgomery Horan"

And it appearing that said agreement is proper and reasonable, same is in all things approved.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court th the complainant, Ann Gadsey Horan, shall have all the furniture and hold furnishings in the house at 2006 McGavock Pike, Nashville, Ten and any other household items presently in her possession no matter located; and that the said Paul Montgomery Horan shall have all fu and household furnishings presently in his possession.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of Defendant's right, title and interest in and to the 1971 Buick Skylark and 1970 Chevrolet Camaro automobiles, be divested out of him and vested solely in the complainant, subject to the amount owing on them.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of Complainant's right, title and interest in and to the 1972 Oldsmobile automobile, be divested out of her and vested solely in the defendant, subject to the amount owing on said automobile.

It is further ORDERED, ADJUDGED and DECREED by the Court that the funds in the accounts of Baptist Hospital Credit Union (Nos. 174 and 737) in the amount of approximately $2,200.00, be used solely for the college education of the oldest daughter, Cheryl Diane Horan. Should she discontinue her college education, any remaining sum shall be used if necessary for the college education of the two younger daughters. After all three children have completed or discontinued their education, any remaining sum shall be equally divided between Ann Gadsey Horan and Paul Montgomery Horan.

It is further ORDERED, ADJUDGED and DECREED by the Court that the $15,000.00 insurance policy on the life of Paul Montgomery Horan is the sole property of Ann Gadsey Horan to do with as she pleases, and the said Ann Gadsey Horan is solsely responsible for future premiums on said policy.

It is further ORDERED, ADJUDGED and DECREED by the Court that the two endowment policies with National Life Insurance Company in the amount of $2,000.00 each, shall be continued by the said Ann Gadsey Horan for the purpose of educating the two youngest daughters.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant shall continue to keep said three children covered in his group insurance program for hospital and medical insurance, as long as said children are eligible.

It is further ORDERED, ADJUDGED and DECREED by the Court that all of Defendant's right, title and interest in and to the house and lot located at 2006 McGavock Pike, Nashville, Tennessee, shall be divested out of him and vested solely in the complainant, Ann Gadsey Horan. Said

property is more particularly described as follows:

> Land in Davidson County, Tennessee, being the northerly 97 feet of Lot No. 13 of Block "G" on the Map of Country Club Estates, of record in Book 843, page 95, Register's Office for said County.
>
> Said part of said Lot No. 13 fronts 97 feet on the easterly side of McGavock Avenue and runs back between parallel lines 165 feet to a dead line.
>
> Being the same property conveyed to Paul M. Horan and wife, Ann G. Horan, by deed from Hubert Allen Brooks and wife, Lillie D. Brooks, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

Complainant takes the property subject to the first mortgage on which the monthly payments are $121.04, which monthly payments Defendant is ORDERED to pay until the mortgage is paid or until the said Ann Gadsey Horan remarries.

It is further ORDERED, ADJUDGED and DECREED by the Court that any claim or right Complainant may have in a house and lot located at 832 Irma Drive, Nashville, Tennessee, is hereby released and this property is vested solely in the defendant, Paul Montgomery Horan. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 122 on the Plan of Debra Heights, Section II, as of record in Book 3700, page 39, Register's Office for Davidson County, Tennessee.
>
> Said Lot No 122 fronts 76.01 feet on the northerly margin of Irma Drive and extends back 203.02 feet on the westerly line and 202.61 feet on the easterly line to a rear line on which it measures 69.16 feet thereon.
>
> Being the same property conveyed to Paul M. Horan, by deed from Louise H. King, of record in Book 4421, page 536, Register's Office for Davidson County, Tennessee.

It is further ORDERED, ADJUDGED and DECREED bythe Court that the defendant, Paul Montgomery Horan, pay the sum of $77.30 per week to Ann Gadsey Horan, as child support. It is ORDERED that Complainant shall claim the youngest child, Paula Jill, for income tax purposes, and the defendant shall claim the two older children, Cheryl Diane andBethany Jean, as exemptions for income tax purposes.

It is further ORDERED, ADJUDGED and DECREED by the Court that Complainant, Ann Gadsey Horan, have custody of the parties' three (3)

children, and Defendant, Paul Montgomery Horan, has reasonable visitation privileges with said children.

It is further ORDERED, ADJUDGED and DECREED by the Court that Paul Montgomery Horan pay the sum of $500.00 to Andrew D. Tanner, Attorney for Ann Gadsey Horan. The defendant is also ordered to pay all court costs, for which let execution issue, if necessary.

JUDGE

Approved for Entry:

ANDREW D. TANNER
Sol. for Complt.

JAMES KENNETH WOODARD
Sol. for Deft.

ORDERED THAT THE COURT STAND ADJOURNED UNTIL THURSDAY, DECEMBER SEVENTH, 1972 AT 9:00 A.M.

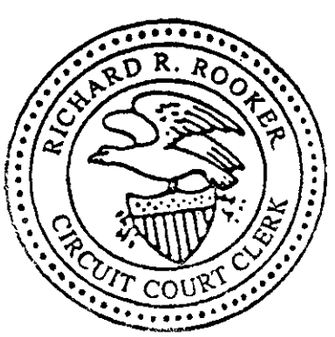
BENSON TRIMBLE, JUDGE

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 06 day of DECEMBER , 1972 , in the Case Number 56930 between HORAN, ANN G Plaintiff, and HORAN, PAUL M Defendant, as same remains of record in Vol. 78B , Page 1029 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 21 day of DECEMBER in the year two thousand four and in the 228th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk