IN THE FIFTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

CAROLINE STARK)
)
)
-vs-) No. 91037
)
)
LUCIEN PAUL STARK)

Map 104-10
Par 206

FINAL DECREE

This cause came on to be heard on July 12, 1978 upon petition of the complainant for an absolute divorce on the grounds of irreconcilable differences before the Honorable Stephen North, Judge of the Fifth Circuit Court of Davidson County, Tennessee. Upon the testimony of the complainant in open Court and upon the entire record in this cause the Court was of the opinion that the relief sought should be granted and that the property settlement submitted to the Court should be approved and made a part of the judgment.

It is therefore, ORDERED, ADJUDGED, and DECREED that Caroline P. Stark is granted an absolute divorce from the defendant, Lucien Paul Stark, and that the property settlement of the parties is approved and hereby made a part of the judgment of the Court, said property settlement agreement being as follows:

PROPERTY SETTLEMENT AGREEMENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

This agreement is made and entered into by and between Caroline Phillipe Stark and Lucien Paul Stark, parties, and wife and husband respectively.

It is agreed between the parties as follows:

1. The consideration for this agreement is the promises and agreements of the parties contained herein.

2. This agreement shall be construed and governed according to the laws of the State of Tennessee.

3. If any provision of this agreement is held to be invalid or unenforcable, all other provisions shall nevertheless continue in full force and effect.

4. Unless otherwise stated herein, all of the provisions of this agreement shall be binding upon the husband and wife, their next of kin, and their executors and administrators; husband and wife being the parties.

5. The residence of the parties known as 3105 Overlook Drive, Nashville, Tennessee, shall be vested solely in Caroline Phillipe Stark.

6. The parties agree that the chattels owned by them jointly or otherwise are already fairly and equitably divided.

7. The parties agree that Lucien Paul Stark shall pay to Caroline Phillipe Stark directly the amount of one hundred and fifty dollars per month due on or before the fifth of the month during the summers for five years only after the date of this agreement, and that Lucien Paul Stark shall pay one-half of all the college costs of Paul Andrew Stark, and the husband Lucien Stark shall make a good faith effort to do more if possible. Any funds coming from the Fidelity Trend mutual fund of the parties or its sale or from the Camaria Realty fund or its sale shall be credited one-half to Caroline Phillipe Stark and one-half to Lucien Paul Stark. If the entire amount from the above two sources, Fidelity Trend and Camaria Realty, is not used for the education of Paul Andrew Stark, the shares are to be divided equally between the parties.

8. The parties agree that the TIAA decreasing term policy of face amount $52,000 at purchase shall be kept in force by Lucien Stark on his life and the beneficiary shall be Paul Andrew Stark. The parties agree that Lucien Stark shall maintain in force such other group term insurance as he is eligible for, which shall be in the approximate amount of thirty eight thousand dollars, and the beneficiary of this group term policy shall be Caroline Phillipe Stark. The National Service Life Insurance Policy owned by Lucien Stark shall be his to do with as he wishes. Caroline Stark waives any rights she has or might have in the ITAA-Cref retirement fund of Lucien Stark.

9. It is understood in this agreement that Lucien Stark in this agreement is transferring his property rights in the residence of the parties known as 3105 Overlook Drive in exchange for Caroline Stark's transferring her property rights she has or might have in the TIAA-Cref retirement fund of Lucien Stark, and this understanding is a part of this agreement.

Dated: 20 December, 1977 Signed: S/ Lucien P. Stark

Dated: December 31, 1977 Signed: S/ Caroline Phillippe Stark

It is further ORDERED, ADJUDGED, and DECREED that the costs of this cause are taxed against the complainant.

JUDGE

Enter This 17 Day of July, 1978.

APPROVED FOR ENTRY:

David Rizor

DAVID RIZOR
500 Dickerson Road
Goodlettsville, Tenn. 37072
(615) 859-7080

cc: Lucien P. Stark
Caroline P. Stark

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BOOK 5399 PAGE 222

IDENTIF. REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mail Donald Rizzo . Celly
2525 - Lebanon Rd
Nash. Tenn

91037 36A/538

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* CAROLINE STARK *Plaintiff, and* LUCIEN PAUL STARK *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* 27th *day of* February *in the year one thousand nine hundred and* seventy-nine *and in the* 203rd *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By J. L. Rowland, D. C.

Form #GR-117