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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JOE M. STARKS,

Plaintiff

Vs.

MARVA STARKS,

Defendant

CASE NO. 90D-4033

FINAL DECREE

This cause came on to be heard upon the 26th day of April, 1991, upon the Plaintiff's Complaint for Divorce, upon the written and notarized Property Settlement Agreement executed by the parties, the testimony of the plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, as provided for by T.C.A. Section 36-4-101 (11).

The Court further finds that the parties have made adequate and sufficient provision by written agreement for the settlement of any property rights between the parties; and more specifically the terms of that agreement are as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 20th day of December, 1990, by and between JOE M. STARKS, hereinafter called "HUSBAND" and MARVA STARKS, hereinafter called "WIFE" and is intended to be a complete disposition of their property:

1. HUSBAND and WIFE shall each retain their personal clothing and items as their separate property.

2. WIFE shall receive title to a 1987 Nissan Maxima automobile.

3. WIFE shall continue to occupy the home of the parties located at 3416 Cocoa Drive, Nashville, Tennessee 37218 and shall assume and be responsible for all of the payments for said property. WIFE shall also receive all of the household furniture located in the dwelling.

4. At the time of the divorce, all right, title and interest in and to said property shall be vested out of HUSBAND and conveyed to WIFE, subject to a lien against the property which will pay to HUSBAND the sum of 50% of the net proceeds from the sale of property, which can be sold at any time WIFE desires. Net proceeds is defined as the money received after payment or assumption of loan, reduced by any costs of sale such as commission, title, attorney's fees but shall not include any sums for back payments which are the responsibility of WIFE. In the event of the death of either HUSBAND or WIFE prior to the sale of the property, the interest of the deceased party shall automatically vest in the survivor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

Joe M. Starks
JOE M. STARKS

Marva Starks
MARVA STARKS

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named MARVA STARKS, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 20th day of December, 1990.

NOTARY PUBLIC

My Commission Expires: 3-11-91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named JOE M. STARKS, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 26th day of April, 1991.

NOTARY PUBLIC

My Commission Expires: 1-22-95

IT IS THEREFORE, ORDERED that the bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the plaintiff is hereby awarded an Absolute Divorce; and that each of the parties being Joe M. Starks and Marva Starks be vested with all of the rights and privileges of an unmarried person and that the wife's former name be restored to her use should she so desire and that the parties settlement agreement is ratified and made a part of this final decree, and that the costs of this cause be assessed against the plaintiff.

For all of which execution may issue as necessary.

ENTER, this 26 day of April, 1991.

John M. L. Brown
JUDGE

SUBMITTED FOR ENTRY:

ALAN L. SATURN
Attorney for Plaintiff
212 Third Avenue, North
Nashville, Tennessee 37201
Telephone: 615/259-3666

CERTIFICATE OF SERVICE

I, HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid to defendant at the above address this 26th day of April, 1991.

ALAN L. SATURN

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STATE OF TENNESSEE

I, **GEORGE L. 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* 26th *day of* April, *19* 91, *in Case Number* 90D-4033 *between* Joe M. Starks *Plaintiff, and* Marva Starks *Defendant, as same remains of record in Book* 196A, *Page* 440 *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* 4th *day of* June *in the year one thousand nine hundred and* ninety-one *and in the* 215th *year of American Independence.*

GEORGE L. ROOKER *Clerk,*

By _____, *D.C.*

Form #GR-117