IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, T

ALPHONSO STARKEY,
3909 Eckhart Drive
Nashville, Tennessee 37208
PLAINTIFF

VS.

GWENDOLYN C. STARKEY,
5750 Marmion Lane Apt. 1
Cincinnati, Ohio 45213
DEFENDANT

95 9 2:56
INCHARGE & EX-OFFICIO CLERK
D.C.

NO. 95D2752

BOOK 9980PG915

FINAL DECREE

This cause came on for submission on the 8th of September, 1995 before the Honorable Marietta L. Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee upon the Complaint for Absolute Divorce filed by the Plaintiff, Alphonso Starkey, for an absolute divorce. After review of the record, and a signed Marital Dissolution Agreement submitted by both parties, the Court is of the opinion that the Husband should be granted an absolute divorce on the grounds of irreconcilable differences, as provided in Tennessee code Annotated, section 36-4-103.

The Court affirmatively finds that the parties have no minor children born of this marriage, and, further finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties.

IT IS THEREFORE, ORDERED, ADJUGED AND DECREED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby perpetually dissolved and that the Husband be restored to all rights and privileges of unmarried person.

IT IS FURTHER ORDERED, that the parties' written Marital Dissolution Agreement, heretofore entered into by and between the parties, be and the same is approved in all respects and is hereby incorporated and made part of this Final Decree, to wit:

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FELIX ... REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE
0160735

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MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into this 10th day of Sept 11 AM 10:13 1995, by and between ALPHONSO STARKEY, herein referred to as "HUSBAND" and GWENDOLYN C. STARKEY, herein referred to as "WIFE." CLERK D.C.

W I T N E S S E T H :

BOOK 9980 PG 916

WHEREAS, these parties have been married since JULY 6, 1968, and there have been no children born of this marriage.

WHEREAS, certain differences and difficulties have arisen between the parties and a divorce action in which irreconcilable differences is alleged as the ground has been instituted in the Circuit Court of Davidson County, Tennessee, and they have no expectation of resuming their martial relationship; and

WHEREAS, the parties desire to agree upon and establish their rights and duties, with respect to their estates, and any and all matters concerning their rights and duties by reason of the martial relationship;

NOW, THEREFORE, in settlement, adjustment, and compromise of all property rights and questions, and all matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree and covenant as follows:

I.

PERSONAL PROPERTY

The partis have heretofore equitably divided between themselves all personal property and affects acquired during the marriage.

II.

REAL ESTATE

The parties acknowledge that they are joint owners of two (2) parcels of real property. The Husband shall be vested with all right, title, and interest in and to the real property, more particularly described as:

2510 Jefferson Street: Being Lot No. 6 in Block "a" of the Lusk Subdivision of Lot No. 36 and the North half of Lot No. 37, Boyd McNairy Plan of Lots, a plan of which subdivision is of record in Plan Book No. 161, page 163, Register's Office of Davidson County, Tennessee.

Said Lot No. 6 fronts 50 feet on the Northerly side of Jefferson Street and runs back between parallel lines 165 feet, more of less, to the South Margin of a 30-foot street or alley.

Being the same property conveyed to Alphonzo Starkey and wife, Gwendolyn C. Starkey, by Deed from Bruce Kindall and wife, Lucy T. Kindall, of record in Book 6497, page 540, Register's Office for Davidson

County, Tennessee.

3909 Eckhart Drive: Land in Davidson County, TEnness bein Theg Lot No. 73 on the Plan of Greenwood Hills, Section 4, as o: ecord in Book 4955, page 49, Register's Office for Davidson County, Tenn see, to which plan reference is hereby made for a more complete and accu ate legal description.

Being the same property conveyed to Alphonzo Starkey and wife, Gwendolyn C. Starkey, by deed from Frank J. Baltz, Jr., and wife, Mary P. Baltz, of record in Book 5196, page 956, Register's Office for Davidson County, Tennessee.

Wife shall be divested of any interest she may have in and to said property and shall execute quitclaim deeds to effectuate this transfer. Husband shall be solely responsible for any expenses and indebtedness associated with the aforementioned properties and shall hold Wife harmless thereon.

III. 9980PG917

DEBTS AND OBLIGATIONS

Each party shall be responsible for his or her own separate debts and obligations, with each party holding the other harmless thereof.

VI.

COURT COSTS

Any costs of Court incurred as a result of the pending action for absolute divorce shall be taxed to the Husband.

V.

FULL DISCLOSURE AND RELEASE

The parties hereto agree and acknowledge that this Agreement is entered into by each of them with full knowledge on the part of each of them of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, martial or otherwise, in and to all of the estate, whether real, personal, intangible or mixed, now owned or hereinafter acquired of or by the other party, except as he or she may be bound by the promises and covenants contained in this Agreement. Otherwise, the parties agree that this Agreement is fair and joint and consistent with the equitable settlement of all property rights between the parties.

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

ALPHONSO STARKEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, this 12 day of July, 1995, personally appeared ALPHONSO STARKEY satisfactorily proven to be the person whose name is subscribed above, and ackonwledge to me that he executed the same for the purposes contained therein.

NOTARY PUBLIC
My Commission Expires: 3/27/99

GWENDOLYN C. STARKEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, this 2nd day of August, 1995, personally appeared GWENDOLYN C. STARKEY, satisfactorily proven to be the person whose name is subscribed above, and acknowledged to me that she executed the same for the purpose contained therein.

NOTARY PUBLIC
My Commission Expires: 3/27/99

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IT IS FURTHER ORDERED, that the cost of this c
taxed equally between the parties, for which execution ma ss
if necessary.

ENTERED this 15th day of September, 1995.

MARIETTA SHIPLEY, JUDGE
SECOND CIRCUIT COURT

APPROVED FOR ENTRY:

Edward T. Kindall
Attorney for Husband
227 2nd Avenue North
Nashville, Tennessee 37201
Phone: 255-4003
Registration no. 5952

BOOK 9980PG919

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoi g Final Decree was mailed to Gwendolyn Starkey at 5750 Marmion La e Apt. 1 Cincinnati, Ohio on this 8th day of September, 1995.

Edward T. Kindall

STATE OF TENNESSEE

BOOK 9980 PG 920

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 SECOND Circuit Court for Davidson County, Tennessee, on the 15 day of SEPTEMBER , 19 95 , in the Case Number 95D2152 between STARKEY, ALPHONSO Plaintiff, and STARKEY, GWENDOLYN C. Defendant, as same remains of record in Book 160B , Page 1063 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 15 day of MARCH in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

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