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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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CLERK

D.C.

VICKI S. STARLING,

Plaintiff,

vs.

WILLIAM K. STARLING,

Defendant.

No: 97D-3345

FINAL DECREE

This cause came to be heard on the 20th day of January, 1998, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement which provides for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute d that the parties, by written agreement, made adequate and sufficient provision for the settlen property rights between themselves; that this Marital Dissolution Agreement should be approved, and that the sixty day waiting period, as required by statute, has elapsed.

It is, therefore, **ORDERED, ADJUDGED AND DECREED** that the Wife, Vicki Starling, be, and hereby is, awarded an absolute divorce from the Husband, that the parties be restored to all the rights and privileges of unmarried persons, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement heretofore executed between the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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RICHARD R. ROOKER, CLERK
D.C.

VICKI S. STARLING,)
)
Plaintiff,)
)
vs.) No: 97D-3345
)
WILLIAM K. STARLING,)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court, Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Wife against Husband, under Docket No. 97D-3345.

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement and tender the same to the Court for approval, in the event a Decree of Divorce is granted in this cause; and

WHEREAS, both these parties are aware of their respective rights and responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

I.

The consideration for this Agreement is the mutual promises and agreements herein contained.

II.

NO INTERFERENCE

Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

III.

TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a

divorce and is not sale or exchange or other disposition, but represents a division of property by co-owners.

IV.

ALIMONY

Husband will pay to Wife alimony in futuro in the amount of $1,500.00 per month until her death or remarriage. This shall be due on the 1st of each and every month beginning January 1, 1998 and shall be payable directly to Wife.

V.

TRIAL

Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

VI.

HOUSEHOLD FURNITURE AND OTHER PERSONAL PROPERTY

Prior to the approval of this agreement by the court, the parties have, to their mutual satisfaction, divided their personal property and furnishings.

Wife will be awarded all right, title and interest in the 1986 Pontiac Fiero. Husband will be awarded the ~~1989~~ 1981 Audi. There is currently no indebtedness on either automobile. Both parties will sign whatever documents are necessary to effectuate transfer of the title in keeping with the intent of this agreement.

Husband will continue to maintain Wife on his medical insurance through his employer, BellSouth for thirty-six (36) months following the approval of this agreement by the Court. Husband will pay all costs and premiums associated therewith to maintain Wife on the medical, dental, and optical insurance and all benefits which she currently enjoys as a result of being a spouse of an employee of BellSouth. Husband will make all arrangements and notifications necessary and pay all premiums associated therewith. The address and phone number for Husband to make this notification is Bell South Benefits Service Center, P. O. Box 10450, Des Moines, Iowa 50306-0450, phone number 1-800-528-1232, fax number (515) 248-1777. Wife will pay all expenses not covered by Husband's insurance.

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Ash Crossing, Antioch, Tennessee 37013-2346, more particularly described as follows:

> Land in Davidson County, Tennessee being Lot No. 261 of Asheford Crossing, Section One, of record in Plat Book 7900, Page 937, said Register's Office, to which plat reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to William K. Starling and wife, Vickie S. Starling by deed dated April 16, 1996, and record April 23, 1996 in Book 10024, Page 728, in the Register's Office for Davidson County, Tennessee.

Wife will be awarded all right, title and interest in this real property and will hold Husband harmless for any indebtedness owing thereon to Ford Consumer Finance. Husband by signing this Marital Dissolution Agreement divests himself of any and all interest in the real property from himself to Wife, Vickie S. Starling. When and if called upon to do so, Husband will sign a Quitclaim Deed divesting himself of all interest therein.

In the event Wife elects to sell the real property within 2 years from December 10, 1997, she will equally divide any profits from the sale with Husband. If Wife does not sell the real property within 2 years of December 10, 1997, then Husband shall not receive any proceeds from a sale of the real property after December 10, 1999.

VIII.

DEBTS

Husband will be responsible for repayment of the loan to Bell South Telco and hold Wife harmless.

Husband will be responsible for repayment of the loan to Commercial Credit and hold Wife harmless.

Wife will be responsible for repayment of the loan payment to Ford Consumer Finance on the real property awarded to her as a result of this decree.

Wife will be responsible for repayment of the indebtedness to Computer City for the purchase of her computer.

IX.

ENFORCEMENT PROVISIONS

In the event that either party has to petition the Court for enforcement of any of the provisions of this Agreement, then the party at fault, as determined by the Court, shall be responsible for reasonable attorney's fees, expenses and court costs and enforcement of the same.

X.

ACCEPTANCE BY THE PARTIES

With respect to each parties' responsibility for payment of certain debts and liabilities and their obligations to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 U.S.C. §523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not part of the property settlement. The division of property is set forth elsewhere in this Marital Dissolution Agreement.

XI.

VOLUNTARY ACCEPTANCE

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

XII.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

XIII.

ADDITIONAL INSTRUMENTS

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

XIV.

DISCLOSURES

Each of the parties hereby warrants and represents to the other that there are no undisclosed outstanding obligations or liabilities contracted by him or her for which the other is responsible, and each does hereby save the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney's fees.

XV. BOOK 10801 PG 414

COURT COSTS

Husband will pay all court costs for which let execution issue, if necessary.

XVI.

ATTORNEY FEES

The parties will be responsible for their own attorney's fees. D. Scott Parsley has represented only Wife in this matter and has not offered or rendered any advice to Husband.

XVII.

WAIVER OF SERVICE

Husband by signing this Marital Dissolution Agreement waives further service and waives filing an answer to the Complaint, in accordance with Tennessee Code Annotated § 36-4-103(a)(2)

XVIII.

MAIDEN NAME

Wife will be restored to her maiden name of Laura Victoria Simpson.

The addresses of the parties are as follows:

WIFE

Vicki Starling
5728 Cedar Ash Crossing
Antioch, TN 37013

HUSBAND

William K. Starling
309 Arbor Knoll Blvd.
Hickory Hollow Gabels
Antioch, TN 37013

Witness our hands, this 5th day of December, 1997, as to the Wife, and the 10th day of December, 1997, as to the Husband.

Vicki Starling
VICKI STARLING

William K Starling
WILLIAM K. STARLING

William K Starling

BOOK 10801 PG 415

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 **VICKI STARLING**, 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 5th day of December, 1997.

NOTARY PUBLIC

My Commission Expires: 3/7/95

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 **WILLIAM K. STARLING**, 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 10th day of December, 1997.

Christy Seamore
NOTARY PUBLIC

My Commission Expires: 8/23/2000

It is further **ORDERED, ADJUDGED AND DECREED** that the parties inform this Court of any change of address within thirty (30) days of any such change, which address is different from the parties' present addresses hereafter stated:

Vicki Starling
5728 Cedar Ash Crossing
Antioch, TN 37013

William K. Starling
309 Arbor Knoll Blvd.
Hickory Hollow Gables
Antioch, TN 37013

It is finally **ORDERED, ADJUDGED AND DECREED** that the costs are assessed against William K. Starling, for which let execution issue if necessary.

ENTER this 20th day of January, 1998.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

D. SCOTT PARSLEY, #13606
BARRETT, JOHNSTON & PARSLEY
217 Second Avenue North
Nashville, TN 37201
615-244-2202

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document has been served on William K. Starling, pro se, 309 Arbor Knoll Blvd., Hickory Hollow Gables, Antioch, TN 37013, by placing same in the U. S. Mail, postage prepaid, on this the 30 day of January, 1998.

D. SCOTT PARSLEY

STATE OF TENNESSEE

BK/PG 10801/PG 417

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 20 day of JANUARY , 19 98 , in the Case Number 97D3345 between STARLING, VICKI S. Plaintiff, and STARLING, WILLIAM K. Defendant, as same remains of record in Book 277A , Page 387 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 17 day of FEBRUARY in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL

By Terry Campion
Deputy Clerk

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