

Inst # 1997-1112

04/10/1997-1112

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SHELBY COUNTY JUDGE

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Alaska Trial Courts
Alaska, First District
Ketchikan

APR 11 1979

ALASKA
J. O'DOWD, Clerk
Deputy

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT KETCHIKAN

MICHAEL W. WORLEY,
Plaintiff,

vs.

LAURA L. WORLEY,
Defendant.

No. 1KE-79-9 Civil

DECREE OF DIVORCE

The court having made and entered its findings of fact and conclusions of law herein;

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This court has in personam jurisdiction of the parties and their minor child and has jurisdiction of the subject matter involved herein.

2. The Agreement of Divorce Settlement as clarified in the Findings of Fact, said agreement being dated January 24, 1979, filed herein, and incorporated herein by this reference is approved, however, the same shall survive the entry of this decree and be binding upon the parties.

3. Plaintiff is awarded an absolute divorce from the Defendant and the bonds of matrimony heretofor existing between the parties are now dissolved.

Done in open court and ordered entered at Ketchikan, Alaska this 10th day of April, 1979, the same being a juridical day of this court.

Thomas E. Schatz
Superior Court Judge

Approved this 29th day of March, 1979, at 9:00 A.M.

John L. Sura
for John L. Sura
Attorney for Defendant

ENTERED O.J.D.

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an incompatibility of temperament and disposition whereby their likes and dislikes are greatly divergent, and have lead to quarreling and bickering, and the parties can no longer live together as husband and wife. Because of these differences there is no possibility of reconciliation.

5. The parties have made and entered into an agreement settling their respective property rights, the Plaintiff's obligation to support Defendant, the Plaintiff's obligation to provide support for the parties minor child, custody of the parties minor child, and visitation rights of the Plaintiff. Said agreement is entitled AGREEMENT OF DIVORCE SETTLEMENT and is dated January 24, 1979. Certain provisions of said agreement require clarification to properly reflect the intention of the parties, to-wit:

(a) The provision entitled SUPPORT FOR LAURA L. WORLEY is intended to constitute the sole and entire obligation of Plaintiff to provide support for the Defendant.

(b) The second sentence of the provision entitled INSURANCE is intended to mean that upon the death of either party, the surviving parent shall be the trustee of the subject life insurance policy or policies for the benefit of the child. Further, the parties intend that the designations of beneficiary for the benefit of the child shall be irrevocable during the child's minority or until his death, or until he becomes emancipated, whichever event shall first occur.

(c) The second paragraph of the provision entitled INSURANCE is meant to provide that Plaintiff shall provide coverage for the child under any health care insur-

ance available to him in connection with his employment until the child reaches the age of majority, dies, or becomes emancipated, whichever event shall first occur. In other words, the provision does not require the Plaintiff to provide such insurance if it is not available to him in connection with his employment.

The AGREEMENT OF DIVORCE SETTLEMENT as above clarified is fair and should be approved. Said agreement should be incorporated in the divorce decree, but notwithstanding such incorporation the agreement should survive the entry of the divorce decree and be conclusive and binding upon the parties.

CONCLUSIONS OF LAW

1. This court has in personam jurisdiction of the parties and their minor child, and also had jurisdiction of the subject matter involved herein.

2. Plaintiff should be awarded a decree of absolute divorce from the Defendant, dissolving the bonds of matrimony heretofor existing between them.

3. The Agreement of Divorce Settlement as clarified above is fair and should be approved. Said agreement should be incorporated in the divorce decree, but notwithstanding such incorporation the agreement should survive the entry of the divorce decree and be conclusive and binding upon the parties.

Done in open court and ordered entered at Ketchikan, Alaska this 4th day of April, 1979, the same being a judicial day of this court.

James E. Ellig
Superior Court Judge

Approved this 29th day of March, 1979, at Juneau Alaska.

D. Lewis
for John L. Lewis, Jr.
Attorney for Defendant

-3-

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.

ATTEST: Heidi K. Heine 10/25/79
CLERK—TRIAL COURTS
State of Alaska
at Ketchikan

A. FRED MILLER
Attorney at Law
434 N. 4th Street
Ketchikan, Alaska

4-4-79 C. G. Miller & McCarty

PLAINTIFF'S
EXHIBIT

NO. 1

AGREEMENT OF DIVORCE SETTLEMENT

THIS AGREEMENT, by and between MICHAEL W. WORLEY and LAURA L. WORLEY,
shall be effective as of the last date below written prior to execution.

WITNESSETH:

RECITALS

A. That the parties were married in Clovis, New Mexico, on the 13th day
of May, 1966.

B. That one child was born to the parties, the issue of their marriage,
namely, Aaron Sam Worley, a son, born November 5, 1966.

C. That the parties have agreed that for reasons of incompatibility
they wish to dissolve their marriage.

D. That the parties have been living separate and apart since December 9,
1978.

E. That as of January 19, 1979, the parties owned real and personal
property in which each claims an interest as follows:

- | | |
|---|-------------|
| 1.0 Home in Columbiana, Alabama, which will be sold
in January, 1979 with an net equity of
approximately | \$ 6,400.00 |
| 2.0 A one-half interest in twenty acres of unimproved
land in Shelby County, Alabama, with an
equity of approximately | 7,650.00 |
| 3.0 A 1978 Plymouth Horizon automobile with equity of | 767.75 |
| 4.0 Furniture and personal effects with a value of | 5,000.00 |
| 5.0 An account receivable from the sale of an
automobile to Mack Foster, in Alabama | 240.00 |
| 6.0 A retirement fund check from Michael W. Worley's
previous employer of | 2,000.00 |

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7.0 Washer and dryer located in prior residence in
Ketchikan, Alaska 300.00

8.0 Cleaning deposit on prior residence in Ketchikan,
Alaska 150.00

F. That total debts to both parties are:

1.0 Undeveloped land in Shelby County, Alabama	815.84
2.0 Home in Alabama (no debt expected in the future)	
3.0 Bank loan in Shelby County, Alabama	140.25
4.0 Sears Roebuck and Company	226.89
5.0 General Electric Credit Corporation	83.32
6.0 Balance due on automobile	4,233.25
7.0 Loan due Nelson Worley in Clovis, New Mexico	2,733.25
8.0 VISA Card (approximately)	1,850.00
9.0 Attorney fees to Harrison and Conwill Law firm, for title work on unimproved land in Alabama (approximately)	200.00

NOW, THEREFORE, in consideration of the above premises, it is agreed as
follows:

PROPERTY TO LAURA L. WORLEY

Laura L. Worley acquires a property interest in the above set forth
property of one-half the value thereof, or one-half the proceeds from the
sale of any part or parcel thereof.

PROPERTY TO MICHAEL W. WORLEY

Michael W. Worley hereby acquires a property interest in the
property above set forth of one-half the value thereof, or one-half
the proceeds from the sale of any part or parcel thereof.

CHILD CUSTODY AND SUPPORT

Custody of the minor child of the parties, who is now 12 years of
age, shall be awarded to Laura L. Worley, and support for said child
shall be paid by Michael W. Worley in the amount of \$200.00 per month to

the age of majority or until otherwise emancipated.

SUPPORT FOR LAURA L. WORLEY

Michael W. Worley shall pay Laura L. Worley for support of herself, beginning February 15, 1979, payments according to the following schedule:

February 15, 1979 through August 14, 1979, \$500.00 per month

August 15, 1979 through February 14, 1980, \$350.00 per month

February 15, 1980 through August 14, 1980, \$200.00 per month

It is agreed that after payment has been completed in accordance with the above schedule, Michael W. Worley will be released from any further obligation for support of Laura L. Worley.

VISITATION

Visitation rights may be exercised by Michael W. Worley at times reasonable and compatible with his schedule and the schedule of the child.

TAXES

The parties shall file a joint income tax return for the year 1978. Any refund due the parties shall be shared equally, or any amount owed by the parties shall be paid equally.

DEBTS

Each party shall pay his or her debts incurred subsequent to December 9, 1978. The parties agree to pay equally all debts listed in RECITAL F of this agreement, except as listed below under DEBTS - EXCEPTIONS. It is agreed that when properties listed in RECITAL E, 1.0 and E, 2.0 have been sold, the parties shall make full and equal payment to satisfy the aforementioned debts. If unforeseen delays occur in the sale of the properties, the parties shall continue to make monthly payments on the aforementioned debts and reach equitable settlement of debt payment at such time that the properties are sold.

DEBTS - EXCEPTIONS

Michael W. Worley shall assume full obligation for payment of the debt owned on the automobile listed in RECITAL F, 6.0 of this agreement, providing said automobile is retained by him.

ATTORNEY FEES AND EXPENSES

Each party shall be solely responsible for attorney fees and expenses of each incurred since the date of separation, December 9, 1978.

Laura L. Worley shall be responsible for debts to the law firm of Ellis, Sund and Whittaker, and Michael W. Worley shall be responsible for debts to the law firm of A. Fred Miller.

DISCHARGE

Both parties accept the provisions of this agreement and fully discharge each other from all claims and demands, except as otherwise provided in this agreement.

AFTER - DISCOVERED ASSETS

The parties warrant to each other that the assets of the parties as of the date of execution of this instrument are as stated in this agreement and that they have no knowledge of additional assets. If other assets are later discovered to have been acquired by the parties during their marriage, and owned by them as of the date of execution of this instrument, notwithstanding any other division of equities made in this agreement, they shall be entitled to share in these assets equally.

INSURANCE

Each party shall keep in force the policies of insurance on his or her life and shall name the child of the parties as the beneficiary thereof. Should the child not have reached his majority, the living parent shall be the trustee thereof.

Michael W. Worley agrees to maintain the status of the group health insurance coverage on the minor son as that coverage now exists in a policy provided by his current employer. Said insurance coverage shall be maintained until the minor son reaches the age of majority or is otherwise emancipated.

BINDING EFFECT

This agreement shall be binding upon, and inure to, the benefit of the heirs and assigns of the parties.

IN WITNESS WHEREOF, the parties have signed, sealed, and acknowledged this instrument, effective as of the date next below written, and in three counterparts, each of which shall constitute an original.

DATE January 24, 1979

By Michael W. Worley (SEAL)
Michael W. Worley

By Laura L. Worley (SEAL)
Laura L. Worley

STATE OF ALASKA)

FIRST JUDICIAL DISTRICT)

SS1

On this 24th day of January, 1979, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared MICHAEL W. WORLEY, whose name is subscribed to the foregoing instrument and acknowledged that the executed said instrument as his knowing and voluntary act and deed.

Christina A. Smith
NOTARY PUBLIC for Alaska
My Commission expires 8-2-82

STATE OF ALASKA)

FIRST JUDICIAL DISTRICT)

SS1

On this 24th day of January, 1979, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared LAURA L. WORLEY, whose name is subscribed to the foregoing instrument and acknowledged that the executed said instrument as her knowing and voluntary act and deed.

Christina A. Smith
NOTARY PUBLIC for Alaska
My Commission expires 8-2-82

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.

Inst # 1997-11121

ATTEST: Neidi L. Levee
CLERK—TRIAL COURTS
State of Alaska
at Ketchikan

10/29/96
04/10/1997-11121
10:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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