IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JEANITA LOUISE FULLER,
Plaintiff

VS.

NO. 91725

MARION CECIL FULLER,
Defendant

Map. 91-5 Par. 202

FINAL DECREE

This cause came to be heard on the 17th day of August, 1978, before the Honorable Tom H. Proctor, Jr. Special Judge, upon the Original Complaint for Absolute Divorce, personal service of process on the Defendant on April 21, 1978, Default Judgment granted upon the Plaintiff's own Motion, the sworn testimony of the Plaintiff in open court, statement of counsel, and the entire record herein, from all of which the Court finds that the allegations for the Complaint are sustained by the proof; that is, that the parties have irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff Jeanita Louise Fuller, be and is hereby awarded an Absolute Divorce from the Defendant Marion Cecil Fuller, and the parties are restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following Settlement Agreement, previously entered into by the parties, be and is hereby adopted by the Court. Said Settlement Agreement is set forth as follows:

W I T N E S S E T H:

WHEREAS, the parties have been married since July 24, 1974 and there is born of this union one minor child, namely [illegible], Date of Birth, July 24, 1975; and

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

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of the marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed on the ground of irreconcilable differences.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter more fully set forth , and for other good and valuable considerations, the parties agree as follows:

1. CUSTODY. Wife shall have and retain sole care, custody and control of the parties' minor child, Rodivus LaJon.

2. VISITATION. Husband shall have the right of visitation with said child at all reasonable times and places.

3. CHILD SUPPORT. It is agreed that Husband shall pay directly to Wife ONE HUNDRED SEVENTY ($170.00) DOLLARS per month as child support, beginning on May 1, 1978.

4. EDUCATION. Husband and Wife agree to divide equally the costs of tuition, room and board for said child through four (4) years of college until said child reaches the age of twenty-two (22). This is for the benefit of said child and may be enforced by him as a third party beneficiary.

5. TAX DEDUCTIONS. It is mutually agreed that Husband may declare the minor child of the parties as his Dependant for income tax purposes.

6. INSURANCE. (a) It is agreed that Husband shall maintain hospitalization and health insurance on the minor child of the parties. (b) It is agreed that Husband shall

($10,000.00) DOLLARS for a period of fifteen (15) years and shall maintain the child as beneficiary.

7. The parties have heretofore divided the personal property among themselves. All furniture, furnishings and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings and personal effects presently in the possession of Husband shall be his sole and separate property.

8. DEBTS. It is agreed that the parties shall be responsible for the payment of all accounts of charges which are presently listed in his or her name. Each party agrees to indemnify and hold the other hamless for any liability resulting from their failure to pay such accounts when due.

9. REAL PROPERTY - It is agreed that the house and lot title in the parties' names shall be vested solely in the Wife and she agrees to assume any outstanding mortgages existing at the time of the signing of this Agreement. Husband agrees to execute any and all documents necessary to convey said interest in the house to the Wife. Said property is located at Nashville, Tennessee and is more specifically described in Book 4967, Page 336 of the Registers of Deeds Office, Davidson County, Tennessee, to wit:

> Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of the Re-Subdivision of Lot No. 3, West Nashville Annex of record in Book 41/5, Page 112, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 4 fronts 55.17 feet on the easterly side of 23rd Street and runs back 123.16 feet on the southerly line and 148.02 feet on the northerly line to a line in the rear which measures 60.52 feet thereon.
>
> Being the same property conveyed to Kenneth R. Williams and Wife, Cathie Williams by deed from J.D. Graham and Wife, Virgie Graham of Record in Book 4574, Page 11, Register's Office for Davidson County, Tennessee.

10. ATTORNEYS FEES. Husband shall be responsible [illegible] to Bill, [illegible] and Jackson,

11. COURT COSTS. Any costs of Court incurred as a result of the pending action for Absolute Divorce shall be paid by Husband.

12. The parties desire that this Agreement be incorporated as a part of any Final Decree of Divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other court having appropriate jursidiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

13. This Agreement constitutes the entire understanding of the parties. It supercedes any and all prior agreements between them. There are no representations or warranties other than those expressly herein set forth.

14. It is understood and agreed by and between the parties that this Agreement was entered into without any undue influence, fraud, coercion or misrepresentation, or for any reason not herein stated, and that the parties hereto have been represented by counsel or have been advised of their right to be represented by counsel in connection with the negotiation and preparation of this Agreement. The provisions of this Agreement and their legal effect have been fully explained to each of the parties, and each party acknowledges that the Agreement is fair and equitable, and that it is being entered into voluntarily.

ENTERED this 12th day of September, 1978.

Special JUDGE

APPROVED FOR ENTRY:

RICHARD MASON, Atty. for Plaintiff
BELL, MASON & JACKSON
2701 Jefferson St., Suite 203
Nashville, Tennessee 37208
(615) 329-1356

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BOOK 5743 PAGE 56

IDENTIF. REFERENCE

MAY 8 1 54 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

MB. 109 C / 1635

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* true copy ~~*correct transcript*~~ *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Beneta Louise Fuller *Plaintiff, and* Marlon Cecil Fuller *Defendant, as the same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I have hereunto subscribe my name and affix the seal of said Court at office in Nashville, the* 8 *day of* May *in the year of our Lord* 81 *and in the year of Independence of the United States.*