C 1150/9050

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE MAP 84-11 PAR 103 thr

THOMAS WENDELL FULLER JR.)
)
vs.) NO. 98325
)
LINDA SUE (TEEPLES) FULLER)

BOOK 6558 PAGE 285

FINAL DECREE

This matter came on to be heard on this the 25th day of February, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court, at Nashville, Davidson County, Tennessee, upon the original complaint for an absolute divorce filed by the plaintiff, Thomas Wendell Fuller Jr., personal process being served upon the defendant, the defendant having failed to appear or answer within the time prescribed by law, a default judgment having heretofore been taken and entered, the case proceeded on an uncontested basis, the interrogatory of the plaintiff duly submitted to the Court, the statement of counsel, and the entire record in this cause, from all of which the Court finds that the parties have Irreconcilable Differences of their marriage and that the plaintiff is entitled to an absolute divorce and that the Court further affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of their property rights and that said Property Settlement Agreement is incorporated in this Final Decree, and further that the original complaint for an absolute divorce filed by the plaintiff has been on file with the Court for 60 days prior to the date of hearing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the plaintiff, Thomas Wendell Fuller Jr., is granted an absolute divorce from the defendant, Linda Sue Fuller, and that the bonds of matrimony heretofore subsisting between the parties are now and forever and perpetually dissolved and that the parties are restored to all the rights and privileges of an unmarried person, in that the parties have Irreconcilable Differences of their marriage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, and the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of their property rights and that said written Property Settlement Agreement is incorporated into this decree by reference, as fully and completely as if copied herein and that said Property Settlement Agreement is made a part of the orders of this Court, to wit:

7356

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

THOMAS WENDELL FULLER JR.)
)
)
vs.) NO. 98325
)
LINDA SUE (TEEPLES) FULLER)

BOOK 6658 PAGE 286

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, this agreement entered into by and between the plaintiff Thomas W. Fuller Jr. and the defendant, Linda Sue Fuller, in that the parties hereto recognize that certain difficulties have arisen in their marriage which has necessitated the parties to separate and in contemplation of the husband, filing a complaint for an absolute divorce on the grounds of Irreconcilable Differences, said docket number for said divorce complaint to be added to the agreement, and said complaint for an absolute divorce to be under the above styled, bearing docket number and that the parties hereby agree to enter into the following Property Settlement Agreement subject to the approval of the Court and subject to Thomas Wendell Fuller Jr. obtaining an absolute divorce.

W I T N E S S

That Linda T. Fuller is to be divested of all right, title and interest in and to the parties' homeplace commonly known as 2332 Dennywood Drive, Nashville, Davidson County, Tennessee and that Thomas W. Fuller Jr. is to be vested with all right, title and interest in and to said real estate, in fee simple, subject to the existing mortgages thereon and that said real property is more particularly described to wit:

> BEING Lot No 121 on the Plan of Maplecrest Subdivision as of record in Book 1835, Pages 27 and 28, Register's Office for Davidson County, Tennessee, more described as follows:
>
> SAID Lot No 121 fronts 55 0 feet on the northerly side of Dennywood Drive and extends back 151 0 feet on the westerly line and 155 0 feet on the easterly line to a dead line in the rear measuring 63 4 feet thereon.
>
> BEING the same property conveyed to Thomas W. Fuller Jr. and wife Linda T. Fuller, by deed from Dewey Carl Nixon and wife Barbara Annette Nixon as of record in Book 5251, Page 558, Register's Office for Davidson County.

THIS conveyance is subject to restrictive covenants of record in Book 1874, Page 452; Book 1881, Page 575; and Book 1835, page 27, Register's Office for said County, and any existing easements of record.

That Thomas W. Fuller Jr. is to be liable for the existing mortgages on said real estate and is to hold Linda T. Fuller harmless for said mortgages and to infemnify her from any losses therefrom.

2. That Linda Sue (Teeples) Fuller is to be vested with all right, title and interest in and to the bedroom suite, living room suite and the dining room suite which is presently located at 2332 Dennywood Drive, Nashville, Davidson County, Tennessee and that she is to be permitted to gain immediate possession thereof and that Thomas W. Fuller Jr. is to be divested of all right, title and interest in and to said furniture.

3. That Linda Sue (Teeples) Fuller is to be divested of all right, title and interest in and to the remaining household furniture which is in the possession of Thomas W. Fuller Jr. except what is listed in paragraph two above, and that Thomas W. Fuller Jr. is to be vested with all right, title and interest in and to said household furnishings.

4. That Linda Sue (Teeples) Fuller is to be divested of all right, title and interest, if any she has, in and to the 1977 Chevrolet Pickup Truck, the 1973 One Ton Truck and the 1978 Bronta Boat and that Thomas W. Fuller Jr. is to be vested with all right, title and interest in and to the above described personal property and he is to assume all the existing indebtednesses thereon and he is to hold Linda Sue Fuller harmless for any liability thereon and to indemnify her from any losses therefrom.

5. That Thomas W. Fuller Jr. is to assume the following indebtednesses and to hold Linda Sue Fuller harmless for any payment thereon and he is to indemnify her from any losses therefrom said indebtednesses to be paid described to wit:

Master Charge	-	approximately $1,200.00
Visa Card	-	approximately $ 463.00
Federal Credit Union	-	approximately $2,000.00
Personal Line of Credit First American National Bank	-	approximately $3,000.00

6. Linda Sue Fuller is to assume and pay for any debts which may be in her sole name and to hold Thomas W. Fuller Jr. harmless therefrom and to indemnify him from any losses therefor.

7. That Thomas W. Fuller Jr. is to pay the cost of this cause for which execution may issue if necessary.

That the parties hereto specifically agree to sign all documents, titles and deeds, which are necessary to the fulfillment of this agreement and they further agree that this agreement embodies all of the terms and conditions between them and there are no other representations outside of the terms and conditions of this agreement.

That the defendant, Linda Sue Fuller, specifically understands and agrees that Richard R. Clark, attorney, represents her husband, Thomas W. Fuller Jr. in this matter and in this agreement, and that in no way has Richard R. Clark represented her nor has he made any representations concerning this agreement or any other matters in which Mrs. Fuller has relied upon and that in fact Richard R. Clark has advised Mrs. Fuller to seek legal counsel for herself is she so desires.

IN WITNESS WHEREOF, I have hereunto set my hand this the 26 day of September, 1979.

Thomas W Fuller Jr
Thomas W. Fuller Jr.

Sworn to and subscribed before me
this the 26th day of September, 1979.

Peggy Moseley
NOTARY PUBLIC

My Commission Expires: 10-17-82

IN WITNESS WHEREOF, I have hereunto set my hand this the 28th day of September, 1979.

Linda Sue (Teeples) Fuller
Linda Sue (Teeples) Fuller

Sworn to and subscribed before me
this the 28 day of September, 1979.

Gwendolyn L. Watson
NOTARY PUBLIC

MY COMMISSION EXPIRES OCT. 17, 1982

My Commission Expires: _____

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the plaintiff, Thomas Wendell Fuller Jr. shall pay the cost of this cause for which execution may issue if necessary.

ENTERED this the 26 day of Feb., 1980.

Judge

APPROVED FOR ENTRY:

Richard R. Clark
Attorney for Plaintiff

cc: Thomas W. Fuller
2332 Dennywood Drive
Nashville, Tennessee 37214

Linda Sue Fuller
c/o SuperX Drugs
143 McGavock Pike
Nashville, Tennessee

IDENTIFICATION REFERENCE
37086

SEP 17 10 39 AM '85
FELIX Z. LISTON II REGISTER
DAVIDSON COUNTY, TN

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* Seventeenth *day of* February, *19* 80, *in Case Number* 98325 *between* Thomas Wendell Fuller, Jr *Plaintiff, and* Linda Sue Teeples Fuller *Defendant, as same remains of record in Book* 115C, *Page* 2050 *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* 17th *day of* September *in the year one thousand nine hundred and* Eighty-Five *and in the* 210th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Virginia Laarz *D.C.*

Form #GR-117