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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MARIA RITA (VIRAMONTES) FULLER,)
Plaintiff,)
VS.) NO. 88D-1262
CHARLES ROBERT FULLER,)
Defendant.)

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BOOK 7654 PAGE 449

FINAL DECREE

This cause came to be heard on the 16th day of August, 1988 before the Honorable Muriel Robinson, Judge for the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for divorce filed by the Wife, Maria Rita Fuller and the Answer and Counter Complaint filed by the Husband, Charles Robert Fuller, which Counter Complaint has been withdrawn, upon testimony of the Wife on the grounds of Irreconcilable Differences, statement of counsel and the entire record, from all of which it appears to the Court that the Plaintiff is entitled to an Absolute Divorce based upon the grounds of Irreconcilable Differences.

It further appears that the Parties have entered into a Marital Dissolution Agreement, which Agreement is found to be fair and will be the Order of this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing and subsisting between the Plaintiff, Maria Rita Fuller, and the Defendant, Charles Robert Fuller, are herein now and forever perpetually dissolved, and the Plaintiff, Maria Rita Fuller, is awarded an Absolute Divorce from the Defendant, Charles Robert Fuller.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties have entered into a Marital dissolution agreement to wit:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

MARIA RITA (VIRAMONTES) FULLER, Plaintiff,	)	
VS.	)	NO. 88D-1262
CHARLES ROBERT FULLER, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

There is now pending in the Fourth Circuit Court of Davidson County, Tennessee, a divorce styled Fuller vs Fuller, the same being Docket No. 88D-1262 and it appears that the Parties are unable to reconcile their differences and it would be to their mutual benefit that the Parties settle their differences as to the division of property and they have entered into the following Agreement.

W I T N E S S E T H:

For and in consideration of the promises, the mutual agreements made herein one to the other and other good and valuable considerations, the Parties hereto agree as follows:

1. All right, title and interest that the Parties may have in the real estate known as 1838 Joy Circle, Nashville, Tennessee 37207 shall be divested out of the Husband, Charles Robert Fuller, and vested in the Wife, Maria Rita Fuller.

2. The Parties have heretofore divided all articles of their household furnishings and personal property and do hereby ratify such division acknowledging that all such property in the possession of either of them as of the date of execution of this Agreement is the sole and separate property of the person so possessing it.

3. Husband and Wife shall respectively assume full responsibility for any and all debts incurred by each of them subsequent to July 4, 1987, the date of separation, and shall

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hold the other Party harmless for any and all responsibility thereof. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of separation.

4. It is understood and agreed between the Parties as part of the consideration for the execution of this Agreement that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

5. The Husband agrees to pay to the Wife the sum of Twenty-three Hundred Dollars ($2,300.00), which shall represent $2,000.00 of his retirement benefits and $300.00 as the Wife's attorney fees. Wife agrees to accept same as full and final claim for any future or further rights to the Husband's retirement benefits.

6. The Wife shall be restored to her maiden name of Viramontes.

7. The Parties accept the provisions of this Agreement in full and final settlement satisfaction of any and all claims and rights which either of them have had or may now have against the other Party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

8. Both Parties understand this Agreement is subject to the approval of the Court in the event a divorce is granted to either Party. However, in the event a divorce is not granted to either Party, this Agreement shall be of no force and effect. If approved by the Court, this Agreement is a full, final and complete settlement of the property rights of the Parties and the

same may be incorporated into the Final Decree of Divorce. Parties submit to the jurisdiction of the Court for the purposes herein contained. Further, this Agreement is entered into without any collusion between the Parties but solely of their own free will and accord.

THIS AGREEMENT constitutes a full, final and complete Agreement between the Parties to be entered into as part of the Final Decree of Divorce, in the event a Divorce is granted to either of the Parties, and there are no other Agreements by and between the Parties, written or otherwise.

ENTERED this 25th day of July, 1988 as to the Husband and 21st day of July, 1988 as to the Wife.

/s/ Maria Rita Fuller
MARIA RITA FULLER

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 21st day of July, 1988.

/s/ Evelyn F. Dangerfield
NOTARY PUBLIC

My Commission Expires: /s/ May 20, 1992.

/s/ Charles R. Fuller
CHARLES ROBERT FULLER

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 25th day of July, 1988.

/s/ Ruth V. Beasley
NOTARY PUBLIC

My Commission Expires: /s/ March 25, 1990.

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The Court further finds that the Marital Dissolution Agreement makes an equitable settlement of any property rights between the Parties.

It is found by the Court that the above Marital Dissolution Agreement is sufficient and equitable to all parties concerned and that, therefore, same is made an ORDER and JUDGMENT of this Court.

The mailing addresses of the Parties are: Maria Rita Fuller, 1838 Joy Circle, Nashville, TN 37207; Charles Robert Fuller, c/o James Tyson, Attorney, P. O. Box 1223, Brentwood, TN 37027.

The Plaintiff shall pay the costs of this cause, for which execution may issue if necessary.

Muriel Robinson

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

5-16-88

Eleanor T. Mead

ELEANOR T. MEAD
Attorney for Plaintiff
213 No. Main St.
Goodlettsville, TN 37072
615-859-7400
Sup. Court No. 4081

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decree has been mailed to James Tyson, Attorney for Defendant, P.O. Box 1223, Brentwood, TN 37027, this 16th day of August, 1988.

Eleanor T. Mead

ELEANOR T. MEAD

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BOOK 7654 PAGE 454

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INSTRUMENT REFERENCE

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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* Sixteenth *day of* August, *19* 88, *in Case Number* 88D-1262 *between* Maria Rita Fuller *Plaintiff, and* Charles Robert Fuller *Defendant, as same remains of record in Book* 172A, *Page* 226 *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* 16th *day of* September *in the year one thousand nine hundred and* Eighty-Eight *and in the* 213 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By B.C. Lavina Ellington *D.C.*

Form #GR-117